

D Business on Demand

Article 1 Applicability

The provisions set out in this section D apply in addition to the general provisions (section A), if NBD Bibliion states to in its offer and/or the Agreement. In the event of conflict between a provision of the general provisions and a provision of these special conditions, the latter prevail

Article 2 Definitions

In these conditions, the following terms have the following meanings:

Machine: A machine and/or equipment to be developed, delivered and/or installed by NBD Bibliion by order of the Customer.

Printing and Binding on Demand: The material to be printed and bound by NBD Bibliion by order of the Customer.

Service Level Agreement: An agreement containing agreements on, among other things, quality requirements, price and maintenance of the goods delivered and/or the services provided.

Article 3 Quotations and offers

1. The Customer cannot derive any rights from advice and information it receives from NBD Bibliion.
2. The issue of a quote, budget, cost estimate or similar statement, referred to as a quotation or by any other term, does not oblige NBD Bibliion to conclude an agreement with the Customer.

Article 4 Prices and fees

1. The price of the Machine does not include, among other things:
 - i. the costs of groundwork, sinking piles, hacking, breaking, foundation work, brickwork, carpentry, plasterwork, paintwork, wallpapering, repairs or other construction work;
 - ii. the costs of connections to gas, water and electricity or other infrastructure;
 - iii. the costs of preventing or limiting damage to goods present on or near the Machine;
 - iv. the costs of disposing of materials, construction materials or waste;
 - v. travel and subsistence expenses;
 - vi. the costs of software, including but not limited to, interfaces with systems of third parties.
2. The price of Printing and Binding on Demand do not include, among other things:
 - i. the adjustments to files;
 - ii. the change of quality standards.

Article 5 Requirements assignment

1. The Customer is responsible for all information provided by it or on its behalf.
2. The Customer shall indemnify NBD Bibliion against any claim of third parties with regard to:
 - i. the use of drawings, calculations, models, etc. provided by or on behalf of the Customer;
 - ii. the infringement of intellectual property rights of third parties, both in and out of court, with regard to the information and materials provided by it to NBD Bibliion for reproducing.
3. The Customer shall ensure that all rights, permits, exemptions and other decisions necessary to carry out the work are obtained in a timely manner.
4. Further agreements on the assignment can be specified in a Service Level Agreement.

Article 6 Changes in the assignment

1. Changes in the assignment are always subject to consultation with NBD Bibliion. Changes result in any case in more or less work if, but not only if:
 - a. it concerns a change in design or specifications;
 - b. the information provided by the Customer does not correspond to the reality.
2. Additional work is charged on the basis of the value of the price-determining factors that apply at the moment when the additional work is carried out, which value is determined by NBD Bibliion.
3. Additional work / less work is settled on the basis of the value of the price-determining factors that apply at the moment when the agreement is concluded, which value is determined by NBD Bibliion.

Article 7 Delivery periods

1. The delivery period stated by NBD Bibliion or agreed between the parties commences when agreement has been reached on all technical details; all files, final drawings, etc. considered necessary by NBD Bibliion are in the possession of NBD Bibliion; the agreed instalment or other payment has been received; and the necessary conditions for performance of the assignment are fulfilled.

2. In the event of additional work, the delivery period is extended by the time needed to deliver or have delivered the materials and parts that are needed for the additional work plus the time needed to carry out the additional work. If the additional work does not fit into NBD Biblion's planning, the work will be completed as soon as the planning permits so.
3. If obligations are suspended by NBD Biblion, the delivery period is extended by the duration of the suspension. If continuation of the work does not fit into NBD Biblion's planning, the work will be completed as soon as the planning permits so.
4. NBD Biblion reserves the right to exceed the agreed delivery period at all times.
5. Exceeding the agreed delivery period will in any case not give rise to a right to compensation, unless this has been agreed in writing.

Article 8 Installation Machine

1. The Customer shall ensure that NBD Biblion can carry out its work undisturbed and at the agreed time and that it is provided with:
 - a. the necessary facilities during the work, such as gas, water and electricity;
 - b. heating;
 - c. lockable dry storage space;
 - d. facilities prescribed by working conditions laws and regulations.
2. The Customer is liable for any damage to tools, materials and other goods of NBD Biblion present at the location where the work is carried out, including damage in the form of loss, theft or fire.
3. If the Customer fails to comply with its obligations as described in the preceding paragraphs and thus causes a delay in the carrying out of the work, the work will be carried out as soon as NBD Biblion's planning permits so.
4. The personnel appointed by NBD Biblion to assemble the Machine is only authorized to assemble the materials delivered by NBD Biblion and/or the material that was included in the assignment. NBD Biblion is not responsible for the assembly, construction, linking, connecting etc. of materials, machines and/or other products not delivered by NBD Biblion.
5. If the assembly cannot be effected regularly and without interruptions through no fault of NBD Biblion, or is delayed in any other way, NBD Biblion will be entitled to charge the resulting extra cost to the Customer on the basis of the then applicable fees. Any unforeseen costs, in particular costs resulting from the fact that the assembly cannot take place during the day; travel and subsistence expenses that were not included in the price, are for the account of the Customer. The Customer is in addition liable for any damage that NBD Biblion suffers as a result of non-compliance with the obligations by the Customer as referred to in this article.

Article 9 Delivery Machine

1. NBD Biblion installs the Machine at the Customer's.
2. The Customer accepts the Machine by means of an acceptance form.
3. The goods are deemed to have been delivered if the Customer starts using the Machine. If the Customer starts using a part of the goods, then that part will be considered delivered.
4. If the Customer rejects the Products and/or Services, then it will be obliged to communicate this to NBD Biblion in writing, stating the reasons. The Customer shall in that case give NBD Biblion the opportunity to repair the defects in the Machine and deliver it anew. The provisions of this article then apply once again.

Article 10 Maintenance

1. Agreements on maintenance can be laid down in a Service Level Agreement or regulated with a quotation and/or subsequent calculation.

Article 11 Warranty

Printing en Binding on demand

1. NBD Biblion provides warranty on Printing and Binding on Demand for one month, in so far as it concerns clear manufacturing faults, misprints and/or binding errors.

Machine

2. NBD Biblion provides warranty on the Machines for a period of six months after delivery.
3. No warranty is given for defects resulting from:
 - a. normal wear;
 - b. improper use;
 - c. lack of maintenance or incorrect maintenance;
 - d. installation work, assembly work, changes or repairs carried out by others than NBD Biblion;
 - e. installation of the Machine in a place other than where it was installed at the time of delivery;
 - f. faults for which NBD Biblion is not to blame.

4. If it appears that the construction delivered or the materials or parts used are not sound, NBD Biblion will repair or replace it or them within the warranty period. The parts to be repaired at NBD Biblion or replaced by NBD Biblion shall be sent to NBD Biblion postage paid.
5. The Customer shall in all cases give NBD Biblion the opportunity to repair a defect or perform the processing again.
6. The Customer can only invoke a warranty after it has complied with all its obligations to NBD Biblion.

Article 12 Liability Machines

1. In addition to the liability provisions of Section A, the total liability of NBD Biblion is limited to compensation of direct damage up to the amount of the price stipulated for the relevant agreement (excluding VAT).
2. Direct damage means here:
 - a. the reasonable costs that the Customer would have to make to cause the performance of NBD Biblion to conform to the agreement, this replacement damage not being compensated if the agreement is terminated by or in response to a claim of the Customer;
 - b. the reasonable costs made to determine the cause and the extent of the damage, in so far as this determination relates to the direct damage referred to here and the Customer proves that they have led to limitation of the direct damage referred to here.
3. NBD Biblion's liability for damage resulting from death or personal injury or for material damage to goods never exceeds € 1,000,000 (one million euros).

Article 13 Force Majeure

1. In addition to the provisions of Section A, article 16, it applies that NBD Biblion has the right to suspend compliance with its obligations if it is temporarily prevented from complying with its obligations by force majeure.
2. Force majeure includes, but is not limited to, risk of war, war, insurrection, acts of god, fire, loss or theft of tools, loss of materials to be processed, faults in traffic or transport, faults in (data) networks, strikes or work interruptions, import or trade restrictions, measures of governments, illness of personnel, non-compliance or late compliance with obligations by suppliers and/or subcontractors of NBD Biblion, machine faults and all other circumstances under which full or partial performance of the agreement by NBD Biblion cannot reasonably and fairly be required.