

Delivery Terms and Conditions of Sdu

I. General

1. Agreements

1.1 The following defined terms are used in these delivery terms and conditions:

Counterparty: the party with whom Sdu concludes an agreement (including buyers, clients or (trial) subscribers) to which the Delivery Terms and Conditions apply.

Delivery Terms and Conditions: these general delivery terms and conditions of Sdu.

Sdu: Sdu Holding B.V. in The Hague and/or (one of) its group companies.

Written or In Writing: means messages sent by mail, by fax or electronically.

1.2 These Delivery Terms and Conditions apply to all agreements between Sdu and its Counterparties, unless explicitly dictated otherwise In Writing. General terms and conditions of the Counterparty do not apply to agreements with Sdu. The terms and conditions in Section II apply supplemental to the specific products or services offered by Sdu and described in this section. In the event that the terms and conditions of Section II differ from the provisions in this general section, the provisions of Section II prevail in respect of specific products and services.

1.3 The offers made by Sdu are without obligation, unless explicitly dictated otherwise. The contents of leaflets, brochures, advertisements and any other (advertising) material (electronic or otherwise) do not bind Sdu. Any offer price specified in such (advertising) material is valid for 30 days.

1.4 Agreements with Sdu are established by placing a Written or verbal (telephone) order or request with Sdu and acceptance of this order or request by Sdu. The Counterparty accepts these Delivery Terms and Conditions through its oral or Written order or request. An order or request is deemed to have been accepted by Sdu unless Sdu has explicitly informed the Counterparty to the contrary within 14 days after receipt of the order or request.

1.5 The contents of the order or request from the Counterparty as received by Sdu will apply between the parties. Input errors and other errors made in the order or request come at the expense and risk of the Counterparty.

1.6 The information supplied by the Counterparty in an order or request are collected and included in Sdu's customer database and processed in conformance with Sdu's [Privacy Statement](#). The processing of customer data by Sdu has been reported to the *College Bescherming Persoonsgegevens* (Dutch Data Protection Authority) in The Hague under number 1335946.

1.7 In addition to these Delivery Terms and Conditions, the prevailing version of the *Regelen voor het Advertentiewezen* (Rules for the Advertising Industry) issued by the *Raad van Orde en Toezicht voor het Advertentiewezen* (ROTA; Supervisory Council for the Advertising Industry) apply to all agreements with Sdu regarding placing advertisements (including all agreements with advertisers and intermediaries). In the event of any conflicts between these Delivery Terms and Conditions and the Rules for the Advertising Industry, the Rules for the Advertising Industry will prevail.

1.8 To the extent that mandatory provisions of the *Wet op de Vaste Boekenprijs* (Retail Price Maintenance (Books) Act) apply to agreements with counterparties, Sdu will act in conformance with these provisions.

1.9 The following cancellation terms apply to all agreements with Sdu regarding conventions, training courses and other educational meetings. The customer can cancel In Writing up to three weeks before the date of the meeting. The Counterparty must pay Sdu EUR 75.00 excluding VAT for this. In the event of cancellation within three weeks before the date of the meeting, the Counterparty must pay the full price. A deputy can attend the meeting on production of the participant's ticket.

2. Payment

2.1 Invoices must be paid without any deduction or reduction within 30 days after the invoice date in the manner specified by Sdu on the invoice and in the currency specified on the invoice.

2.2 The term of 30 days is a deadline. This means that in the event of late payment, the Counterparty will be in default (*verzuim*) without any notice of default being required.

2.3 Without prejudice to the consequences that the Dutch Civil Code attaches to default (*verzuim*), in the event of non-payment or late payment of an invoice, Sdu is entitled to compensation for the costs of extrajudicial legal assistance. These costs are fixed at 15% of the principal sum, with a minimum of EUR 34.00 including VAT.

2.4 The payments made by the Counterparty will consistently first be regarded as having been made as settlement of all interests and costs payable. Whatever amount is left will then be applied to the oldest outstanding invoices which are due and payable, even if the Counterparty specifies that the payment is for a later invoice.

2.5 The Counterparty is not entitled to offset a debt under an agreement with Sdu against any claim against Sdu.

2.6 Sdu reserves the right to demand security for the payment or to demand prepayment at all times. Sdu is entitled to suspend its obligations until the requested security is furnished.

2.7 Delivered products continue to be the property of Sdu until full payment has been made, including the costs mentioned in Article 2.3.

3. Complaints/returns

3.1 Complaints about products delivered or services rendered and/or objections to invoices must be submitted to Sdu In Writing no later than within 14 days after the invoice date. Complaints or objections submitted do not suspend the Counterparty's payment obligation.

3.2 Returns are only accepted if the provisions of Article 3.1 have been satisfied, the products are undamaged and are returned in the original packaging with due speed. Consumers are entitled to return products within 7 days without giving reasons.

3.3 The following products cannot be returned: products realised in conformance with the specifications of the Counterparty, such as Printing on Demand; products that are clearly personal; products that cannot be returned due to their nature; CDs and DVDs and computer software if the Counterparty has broken the security seal; and newspapers and magazines.

4. Subscriptions; delivery terms and conditions for products and services; prices

4.1 Fixed-price subscriptions are invoiced each year prior to the month in which the subscription commenced. Subscriptions for which a price per page or item applies are invoiced in arrears, periodically (usually quarterly) or for each supplement for the pages received in the past period. Buyers of products for which a price per page or item applies subscribe automatically for the product in question and receive the supplements as they appear at the prevailing price per page or per item. All subscription fees include postage within the Netherlands, unless dictated otherwise.

4.2 Subscriptions have a minimum term. Each of the parties can cancel the subscription In Writing at the end of the minimum term, subject to a notice period of 2 months. Unless they have been cancelled based on the terms stipulated in the previous sentence, fixed-price subscriptions are automatically renewed for the duration of the original term. The parties can cancel the subscription In Writing at the end of the renewed term, subject to a notice period of 2 months. Subscriptions for which a price per page or per item applies can be cancelled In Writing after expiry of the minimum term, subject to a notice period of 2 months.

4.3 Trial subscriptions are subscriptions taken out to familiarise oneself with one or more Sdu products for a limited period. The trial subscriber is not entitled to apply for another trial subscription for the same Sdu product within a term of 6 months after the initial trial subscription for that Sdu product ended. Sdu is entitled to terminate the trial subscription with immediate effect if it is established that the trial subscriber already had a trial subscription for the same Sdu product in the preceding 6 months.

4.4 Sdu is entitled to index the prices of subscriptions and other products and services to be delivered by Sdu annually.

4.5 In addition, Sdu is entitled to implement price increases which result from government taxes and levies.

4.6 In addition to the events mentioned in Article 4.4 and 4.5, Sdu is entitled to unilaterally increase the prices. If possible, Sdu will inform the Counterparty of any price increase at least 1 month before the change takes effect.

4.7 Sdu can terminate the subscription or other delivery In Writing with immediate effect if the Counterparty fails to fulfil its obligations, is in the process of being wound up, applies for suspension of payments, a petition for the

Counterparty's bankruptcy has been filed or in the event that the Counterparty discontinues or dissolves all or part of its business.

4.8 Counterparties are not permitted to transfer rights and/or obligations that are derived from an agreement with Sdu to a third party without Sdu's prior Written consent. Sdu may transfer its legal relationship with Counterparties and the individual rights and/or obligations which Sdu derives from this legal relationship to a third party.

5. Liability

5.1 Sdu does not accept any liability for damage – including but not limited to damage caused by inaccurate, unlawful, incomplete or outdated information (in the broadest sense of the word) published by Sdu – suffered by the Counterparty because Sdu fails to fulfil an agreement or acts unlawfully in connection with the performance of an agreement.

5.2 Article 5.1 does not apply to damage caused by wilful misconduct or recklessness on the part of Sdu or its management. The liability for such damage is limited to direct damage to property (including software and data files) and direct damage caused by death or personal injury and is further limited to the invoice amount or, in the event of a continuing performance contract, the payment made by the Counterparty in the last month.

5.3 The information mentioned in Article 5.1 in any case includes the content of advertisements and/or publications legally prescribed for natural persons or legal entities to the extent that such advertisements and publications have been compiled by a party or parties other than Sdu.

5.4 The Counterparty indemnifies Sdu against all third-party claims in connection with agreements concluded with Sdu. The indemnification also covers all damages Sdu suffers and costs Sdu incurs in connection with such claims.

6. Intellectual property rights

6.1 All intellectual property rights in respect of the works published by Sdu, information on information carriers, (the access structure of) Online products and print-outs of the same are held by Sdu or its licensors. Intellectual property rights include copyrights, trademark rights and any rights by virtue of Directive 96/9/EC on the legal protection of databases. Unless explicitly and unambiguously permitted by Sdu or by law, nothing in the publications issued by Sdu may be disclosed or reproduced in any way whatsoever, which includes storage in any electronic data file. Without prejudice to its liability to Sdu on account of damage caused by a breach of its obligations, the Counterparty is required to stipulate that the party to whom works published by Sdu are made available in any way whatsoever, on a temporary basis or otherwise, will accept the obligations mentioned in this article as its own obligations and will (consistently) impose these obligations on third parties by way of perpetual clause (*kettingbeding*).

6.2 The Counterparty is not permitted to remove or alter any indication regarding copyrights, trademarks, trade name or other intellectual property rights from (software) material of Sdu.

7. Lapse/expire

All rights of action against Sdu, including claims for compensation, will lapse and/or expire one year after such right of action or claim has arisen.

8. Changes

8.1 Amendments, supplements or changes to an agreement with a Counterparty other than in conformance with Articles 4.4 to 4.6 of these Delivery Terms and Conditions are only valid if these have been stipulated In Writing and signed by both parties.

8.2 Sdu is entitled to amend the Delivery Terms and Conditions. Amendments of the Delivery Terms and Conditions also apply in respect of existing agreements. Sdu will announce any amendments of the Delivery Terms and Conditions on www.sdu.nl. The amended Delivery Terms and Conditions will take effect two weeks after the announcement or as much later as determined in the announcement.

9. Partial invalidity

9.1 In the event that a provision in an agreement with a Counterparty and/or these Delivery Terms and Conditions is shown to be invalid, this will not affect the validity of the entire agreement or these Delivery Terms and Conditions. The parties will replace the invalid provision by (a) new provision(s), which will express the intention of the original text to the extent legally possible.

10. Disputes and applicable law

10.1 All disputes regarding the establishment, interpretation or performance of an agreement with Sdu will be exclusively submitted to the competent court in The Hague. In the event that this is a court other than the legally competent court, Sdu will give the Counterparty a term of one month after Sdu has invoked this clause In Writing to opt for settlement of the dispute by the legally competent court.

10.2 These Delivery Terms and Conditions and agreements that are subject to these Delivery Terms and Conditions as well as the establishment, interpretation and performance of such agreements will be governed by Dutch law.

II. Digital Products

1. General

1.1 The following supplemental provisions apply to agreements regarding digital products. The following defined terms are used in this Section II:

Access Software: the software required to access, arrange, select, consult or edit the information supplied in the scope of an Online product or Offline product.

Digital Products: Online products and Offline products.

Offline product: information carrier, such as a CD-ROM, containing software (including Access Software) and/or information of Sdu or published by Sdu.

Online product: a product or service consisting of making software (including Access Software) and/or (series of) information of or published by Sdu available online.

Owner of an Online product: the party (parties) exclusively entitled to an Online product and/or the information included in an Online product to the extent that this is a party other than Sdu.

Subscription: agreements between Sdu and a Counterparty pursuant to which Sdu grants the Counterparty electronic access to an Online product by means of a personal access code or other means of verification.

2. Subscriptions for Online products; other transactions regarding Online products

2.1 A Subscription is established by means of an application form which Sdu has accepted In Writing. Before acceptance, Counterparties may already receive an access code enabling the use of the Online product. However, Sdu continues to be entitled to cancel the Subscription after sending the access code. An agreement is only established after the application has been accepted In Writing, which will occur no later than within 14 days after the application.

2.2 Without prejudice to the provisions of Article I.4.9, Sdu will be entitled to terminate the Subscription In Writing with immediate effect and terminate access to an Online product in the event that (i) third parties use the access code of the Counterparty or (ii) the Owner of an Online product does not grant permission for use, revokes this permission or no longer make an Online product available.

2.3 After the Subscription has expired, the Counterparty is no longer entitled to (make attempts to) use the Online product or other Online products. In addition, after the Subscription has expired, the Counterparty is no longer entitled to receive any updates or support with respect to the Online product.

2.4 Sdu is entitled to use subscription forms that differ from Section I or this Article 2 for Online products which are purchased by means of "pay per view", "pay per download" or on a similar basis.

3. Equipment and availability of Digital Products

3.1 The Counterparty is responsible for arranging for the equipment, software and other (data communication) facilities in order to be able to use the Digital Product at its own expense and risk.

3.2 In the event that an Online product has been made available to the Counterparty, Sdu will make every effort to ensure that the Counterparty has access to the Online product 24 hours a day (or, if otherwise agreed: at the agreed times and/or in the agreed periods), with the exception of maintenance moments. Sdu will perform the requisite maintenance (or have this done) outside normal working hours to the extent possible.

3.3 Sdu recommends always using the latest version of the Access Software. Older versions of the Access Software are not supported by Sdu.

4. Licence for Digital Products

4.1 Sdu grants the Counterparty to an agreement mentioned in Article 1.1 the non-exclusive right to make normal use of the information which is provided by means of the Digital Product.

5. Liability for Digital Products

5.1 The damage for which Sdu is not liable by virtue of Articles I.5.1 and I.5.2 includes damage of any nature whatsoever resulting from or related to (i) the use of a Digital Product; (ii) having no access (on a temporary basis or otherwise) to an Online product as a result of interruptions or because equipment, software and facilities required to use the Online product are put out of service; (iii) the use of a Digital Product other than by means of the most recent version of the Access Software; or (iv) revocation of permission for use by the Owner of an Online product and a situation in which the Owner of this Online product no longer makes an Online product available.

5.2 Sdu seeks but does not guarantee that the publications offered in an Online product are included in the relevant Online product on the publication date and that the selection of publications and information from these publications made with the aid of the Access Software fully conform to the search query.

6. Access code; use of Digital Products

6.1 The access code may only be used by the Counterparty itself or by a person to be designated by the Counterparty and employed within the Counterparty's organisation. The Counterparty is not permitted to provide this access code to several persons or, except for the provision in the first sentence of this article, disclose the access code to third parties and/or allow third parties to use the access code.

6.2 In the event that the Counterparty's access code is used in breach of Article 6.1, the Counterparty is liable for fulfilment of the Subscription concerned, irrespective of whether or not this use can be attributed to the Counterparty, in particular the fulfilment of the financial obligations resulting from such use.

6.3 The Counterparty is not entitled to more than the use agreed upon In Writing. The Counterparty will not make any unauthorised use of other Digital Products offered by Sdu or make attempts to do so. The Counterparty is not permitted to transfer an Offline product to a third party.

6.4 The Counterparty is obliged to stipulate that the party to whom it makes the access code mentioned in Article 6.1 available – on a temporary basis or otherwise, partially, in any manner whatsoever and regardless of whether or not the Counterparty is entitled to do so – accepts the obligations mentioned in Article I.6 as its own obligations and will impose these obligations on third parties by way of perpetual clause (*kettingbeding*), all this without prejudice to the Counterparty's liability to Sdu for damage resulting from a breach of his obligations to Sdu.