General Terms and Conditions of Delivery and Payment for orders via the website of LOUIS BOLK INSTITUUT

General terms and conditions for orders via the website of the foundation STICHTING LOUIS BOLK INSTITUUT – hereinafter referred to as “LBI” – having its registered office and principal place of business at Driebergen (the Netherlands) at Hoofdstraat 24, registered at the Chamber of Commerce in Utrecht on june 29, 2006 under number 41197208: A copy of these Terms and Conditions will be sent upon request. These Terms and Conditions can also be perused on the internet, at: www.louisbolk.org.

I GENERAL

1. These general terms and conditions are applicable, with the exclusion of any other general terms and conditions, to all offers, orders and agreements made via the website of LBI. Accepting an offer or placing an order means that you accept the applicability of these terms and conditions.

2. Any deviations to these terms and conditions are only valid if these have been agreed in writing. In that case, as well as if any stipulation of these general terms and conditions is void or declared void, the remaining stipulations of these terms and conditions will remain in force.

3. Arrangements or agreements with staff members of LBI are not binding upon LBI in so far as these have not been confirmed by LBI’s management in writing. In this context as staff members of LBI shall be considered all employees who are not part of LBI’s management.

II CONCLUSION OF AN AGREEMENT

1. All offers made by LBI are without obligation and LBI expressly retains the right to adjust its prices, in particular if this is necessary based on (statutory) regulations. See also clause 3.6.

2. An agreement shall only have been concluded after acceptance of your order by LBI. LBI is entitled to refuse orders or to attach certain conditions to the delivery, unless explicitly stated otherwise. If an order is not accepted, LBI will state this within ten (10) working days after receipt of the order. The date of the conclusion of the agreement shall be the date of dispatch of the confirmation of order by LBI. Any additional agreements or additional agreements made at a later stage shall only be valid if LBI has confirmed these in writing and you have not made any objection against these in writing within 8 days.

3. During seven working days after receipt of the goods delivered by LBI you are entitled, against payment to LBI of the purchase price paid by you for the goods supplied within 30 days after receipt of the notification mentioned above.

III PRICES

1. The prices mentioned for the products and services offered are in euro, including VAT and excluding costs for handling and dispatch, any taxes or other levies, unless stated or agreed otherwise in writing. LBI is not held to deliver goods against prices stated if it is clear that this price is based on a printing or writing error.

2. Payment is to be made without any discount or compensation, with fourteen (14) days after the invoice date if it concerns deliveries in the Netherlands, and twenty-one (21) days after invoice date if it concerns deliveries outside the Netherlands, unless otherwise agreed in writing.

3. Payment can be made in the manner/one of the manners indicated during the ordering process. Possible further (payment/ordering) conditions can be set to your order. In case of payment by bank or giro the date of payment shall be the date on which LBI’s giro or bank account was credited.

4. If the payment term is exceeded you will be in default from the date on which payment should have been made and you shall be due a default interest of 1% per month or part of a month, over the outstanding amount. If payment takes place after a demand for payment by LBI, you will be due an amount of € 15 for administration costs. If LBI feels obliged (at the sole discretion of LBI) to outsource the claim for collection, you will also be due collection costs which amount to at least fifteen percent (15%) of the amount to be claimed, without prejudice to LBI’s right to claim the actual costs instead, either in court or out of court. Any payment made will first serve as reduction of any costs and interest due, and finally as reduction of any due and payable invoices outstanding the longest time.

5. If you are in default with any payment, LBI shall be entitled to suspend or dissolve the (execution of the) relevant agreement and related agreements.

6. If the prices for the products and services offered increase in the period between the order and the execution of the order, you will be entitled to cancel the order or to dissolve the agreement within ten (10) days after announcement of the price increase by LBI.

IV DELIVERY

1. The delivery times indicated by LBI are no more than an indication. LBI will carry out any accepted orders expeditiously, but at least within 30 days. If the delivery is delayed or if your order can only be carried out partly, you will be informed of this no later than one month after acceptance of your order. In that case you are entitled to cancel your order or to dissolve the agreement in so far as necessary.

2. Delivery of the products takes place at the place and moment the products are ready for dispatch to you.

V RISK AND TRANSFER OF TITLE

1. The risk relating to the products will be transferred to you at the moment of delivery.

2. You will only acquire the ownership of the goods delivered or to be delivered by LBI under suspensive conditions. The title of ownership will remain with LBI as long as the goods have not been paid and as long as claims on account of failure in the performance of such agreements have not been paid, including claims relating to penalties, interest and costs.

3. As long as the above claims have not been paid you will not be entitled to transfer the title of the goods delivered by LBI (as security) or to establish a pledge or nonpossessorial pledge, and you shall undertake to inform any third parties wishing to establish such a right, that you are not entitled to establish any pledge on the goods. Furthermore you undertake not to sign...
any instrument in the context of which any pledge is established
on the goods, in which case you would be guilty of
embezzlement.

4. If you fail to meet any obligation towards LBI ensuing from
the agreement with regard to the goods sold, LBI shall be
entitled without prior notice of default being necessary to take
back the goods supplied by it. You herewith give LBI the power
to enter the space where these goods are located.

VI GUARANTEE

1. LBI guarantees the solidity of the goods and/or services
delivered by LBI. You will receive a guarantee in respect of the
goods of three months, starting from the day of putting into use,
but at any rate no longer than six months, from the date of
delivery. This guarantee shall only be valid in so far as the
goods concerned are used for the purpose for which they are
intended, and have been fixed or processed in the usual way
and under circumstances which are considered as normal, all
this in accordance with any directions and/or instructions
provided by LBI.

2. Furthermore, the guarantee referred to in the previous
paragraph shall only be valid if you have met all your
obligations towards LBI and have immediately, but not later
than 48 hours after discovering the defect, informed LBI of this.
In writing and LBI has found the goods in the condition in which
they found themselves at the time of discovering the defect.
The guarantee does not apply to any part for which a specific
manufacturer’s warranty has been issued.

3. If during the guarantee period others than LBI perform
activities in respect of the goods delivered without LBI having
given written permission to do so, the guarantee provided by
LBI will become ineffective.

4. In order to meet the obligations under its guarantee LBI is
entitled and obliged to supply only the products or parts
concerned or to repair these, or to perform the activities agreed
again or as yet, to LBI’s discretion.

VII LIABILITY

1. LBI shall never be liable for any direct or indirect damage –
including consequential loss, lost profit, lost savings and
damage resulting from the discontinuation of operations –,
caused by whatever cause or relating to the execution of the
agreement, except in so far as this was caused by an
intentional act or omission or gross negligence by LBI’s
directors or managerial staff and only in so far as LBI’s liability
is covered under a businesses’ and professions’ liability
insurance. In the latter case the payment under this insurance
shall be considered as sole and full compensation.

2. You shall bear the risk for any damage caused by shortages
in the information and/or details made available by you. LBI will
not be held to conduct a more detailed investigation itself
regarding the suitability of the goods delivered by LBI for the
purpose for which the goods are used. In case LBI has not
been properly informed about the purpose for which the good
were ultimately used, LBI will not be liable for any damage and
you shall indemnify LBI for any claim that third parties may
enforce towards LBI.

3. You shall indemnify LBI against all suits, demands and other
actions by third parties in so far as these are the result of
liability and/or damage on your side, including any
infringements of intellectual and industrial property rights,
unless the actions and/or omissions on your side are a
consequence of the non-fulfilment, non-timely fulfilment or
improper fulfilment of the contractual obligations of LBI.

4. LBI shall never be liable for any other damage than the
damage referred to in the preceding paragraphs of this clause.

VIII CLAIMS AND COMPLAINTS

1. You can no longer claim a deficiency in the fulfilment of the
agreement if you have not within due time after you have, or
should reasonably have, discovered the deficiency, protested in
writing to LBI, if you have not offered LBI the opportunity to
remedy the deficiencies, if you have treated or processed the
goods delivered, or have passed these on to any third parties.

2. Due course shall be understood to mean within 8 days after
delivery by LBI or, if delivery has not yet taken place, within 8
days after you have discovered a deficiency in which context
you are to inform LBI in writing what precisely the deficiency is
and when and how you have discovered the deficiency.

3. Any complaints about invoices are to be submitted in writing
within 8 days after receipt of the invoice.
IX  **Dissolution**

1. In case of failure to fulfill your obligations including also the situation that you have failed to perform a payment at the agreed moment, LBI at its discretion will always be entitled to declare the agreement fully or partially dissolved or to demand fulfillment without prejudice to LBI’s claims for compensation, whereas in the event LBI will also be allowed to cancel all other current transactions with you in so far as these have not yet been performed, under the same conditions; each cancellation shall always result in exigibility of all payments due to LBI.

2. In deviation of the preceding paragraph of this clause LBI will be entitled to fully or partially dissolve the agreement without any notice of default and without intervention of the court by a written announcement to you, with immediate effect, in case of suspension of payments, involuntary liquidation, being under guardianship or administration and/or bankruptcy of yourself, and if any attachment under a warrant of execution against you is made.

3. If at the moment of dissolution referred to in the preceding paragraphs of this article, LBI has already provided you with goods and/or services within the context of the execution of the agreement, LBI shall be entitled to separately invoice the goods and/or services delivered and/or to be delivered, and you shall be entitled to pay this invoice as if it concerned a separate agreement. Amounts invoiced in connection with goods and/or services delivered within the context of the agreement before the dissolution, will remain due taking into account the above, and will become immediately due and payable at the moment of the dissolution.

X  **Applicable Law and Disputes**

1. All disputes arisen from or in connection with the agreement entered into with LBI or agreements relating to it, shall be brought exclusively before the competent court in Utrecht, the Netherlands.

2. All agreements and agreements related to these between you and LBI shall be governed exclusively by Dutch law.

3. The Convention on international purchase agreements concerning movable goods of 11 April 1980 is not applicable.