

DELIVERY CONDITIONS LuteijnMedia

GENERAL PROVISIONS

1. Preceding

1.1 LuteijnMedia: a company that transfers (professional) information and provides marketing information through, among other things, magazines, websites, newsletters, e-papers, expert sessions, round tables and summits.

2. Applicability

2.1 These terms and conditions are part of all our offers and agreements and apply to all performance under these Agreements, in this case deliveries or services and/or work performed.

2.2 Additional and/or deviating terms and conditions – including conditions of purchase - of the customer are not part of the agreement and therefore do not bind us, unless we have these conditions in writing and have expressly accepted them, in which case these terms and conditions for the rest remain in force and prevail in the event of inconsistencies.

2.3 LuteijnMedia reserves the right to make changes to this Terms of delivery. Therefore, check these conditions regularly!

2.4 In case changes are made to these terms and conditions in the interim, the adapted version of these terms and conditions shall be included in any agreement concluded between us and the other party after the change has been effected.

3. Quotes and the conclusion of an agreement

3.1 All quotations and offers are without obligation, unless expressly stated otherwise in the quotation or offer.

3.2 All price lists, brochures and other information provided with an offer are specified as accurately as possible. These are only binding on us if this expressly confirmed in writing. All data/information provided with an offer remain our (intellectual) property.

3.3 The agreement is concluded by posting a written or verbal order by the customer and our acceptance of the order. The customer accepts these terms and conditions by its written or oral order. If an offer is accepted by the customer, we have the right to revoke the offer within 3 days of becoming aware of the acceptance.

3.4 Any additional agreements or changes made later, as well as (oral) agreements and/or promises by our staff or on our behalf done by our sellers, agents, representatives or other intermediaries, only bind us if these have been confirmed by us in writing.

3.5 Each agreement is entered into on our part subject to the suspensive condition that the Other Party – exclusively according to our evaluation – is sufficiently creditworthy for the financial performance of the contract.

3.6 We are entitled at or after entering into the agreement, before (further) to perform, to demand security from the customer for compliance with both the payment obligations and other obligations.

3.7 We have the right to have the agreement (partially) passed on to third parties to carry out.

4. Pricing and Billing

4.1 Sale and delivery or performance of work and/or services are made at the prices applicable at the time of the order. We are entitled to change the prices annually or in the interim if external factors give rise.

4.2 All quotations and offers from LuteijnMedia are without obligation, unless the contrary is expressly provided. LuteijnMedia reserves the right to withdraw its offer. Unless expressly agreed otherwise, the quotations and offers of LuteijnMedia are valid for thirty days, but LuteijnMedia is not bound by the offer within that period.

4.3 The prices referred to in Article 3.1 are in euros, exclusive of turnover tax and exclusive of administration/shipping costs, unless expressly stated or agreed otherwise.

4.4 Invoicing takes place as soon as possible after delivery, unless expressly otherwise agreed. For subscription products, billing takes place prior to the subscription period.

5. Delivery and delivery time

5.1 Delivery takes place within 30 days of receipt of the order. Work will commence within 30 days of the order unless other deadlines are agreed. If the customer does not have a place of residence or business in the Netherlands, we will deliver the goods as soon as possible or with the commencement of the work and/or services. Agreed deadlines can never be regarded as strict deadlines.

5.2 Online services, under which digital subscriptions, can be delivered by providing login details and/or providing online access.

5.3 An order can be canceled free of charge within fourteen days after the order is placed unless a start has already been made with the work to be performed. For online services where directly online access is granted, this reflection period of 14 days does not apply.

5.4 If delivery or performance is not received within the term referred to in Article 4.1 of thirty days, we will inform you as soon as possible, no later than seven weeks after receipt of the order, to the customer the expected delivery or the transaction date in writing or orally. During 8 days after receipt of this notice, the customer has the right to declare the agreement unilaterally dissolved without costs. This statement must be in writing and must be submitted no later than the eighth day after receipt of the notification referred to in Article 4.2 has been received by us, in the absence of which the customer can no longer dissolve the agreement due to late delivery of the goods or performance of the work and/or services, nor can claim compensation from us for this reason. The above does not apply if the later delivery is due to changes in the order specified by the customer.

6. Force majeure

6.1 In the event of force majeure, which is understood to mean any circumstance that cannot be attributed to us and which makes the delivery of goods or the performance of activities and/or services impossible, we will be released from our obligations under the concluded agreement. The customer can't in case of force majeure claim compensation from us for damage suffered by it.

6.2 In the event of temporary force majeure, we are entitled in accordance with article 4.1 to extend the aforementioned period of 30 days during which the temporary impediment to delivery or performance applies. We are obligated to notify the customer immediately in writing or verbally about the delay as well as the reason thereof.

6.3 After receipt of the notification referred to in Article 5.2, the customer is entitled to declare the agreement unilaterally dissolved in writing without costs, if the customer cannot reasonably be expected to still accept the goods, work and/or services as a result of the delay. Article 4.3 of the agreement applies to this statement.

7. Advertisements

7.1 The customer must submit complaints, about the goods delivered to him/her or the work and/or services performed for him within 8 days after the delivery has taken place or the work performed has been completed, in writing and communicate the complaints to us with a clear description, in the absence of which any claim

against us with regard to defects in/to the delivered goods or the work and/or services performed will lapse.

7.2 If other than the ordered and/or damaged goods have been delivered to the customer, the customer is entitled to return these goods to us. The costs of such a return shipment are for our account.

7.3 The customer is obliged to return the goods to be returned in a proper packaging and the reason for this must be stated in writing with the return unless expressly agreed otherwise. After receipt of the returned goods, we are, if we consider the return to be justified, exclusively obliged to deliver the goods ordered by the customer. We are however, not liable for any damage suffered by the customer as a result. This provision shall not apply to custom-made products.

8. Retention of title and (additional) security

8.1 We reserve the title to all delivered goods, as long as the customer has not fully fulfilled his/her payment obligations towards us from under any agreement for the delivery of goods and/or the performance of activities and/or services. Claims for shortcomings in the fulfillment of such agreement included.

8.2 As long as the customer is not yet the owner of the goods, he is without prior written permission from us not entitled to alienate the goods, objections or otherwise dispose of the goods in any way.

8.3 We are at all times entitled to have delivered goods removed from the customer or its holders, on the basis of the provision in this article, if the customer does not fulfill its obligations.

8.4 In the event of resale by the customer of not or not fully paid goods, the customer is liable for any damage suffered by this.

9. Payment, interest and costs, termination of the agreement

9.1 Payment must be made within 14 days of the invoice date, unless expressly agreed otherwise.

9.2 Without express written permission, the customer is not allowed to set off his payment obligation towards us against a claim from the customer on us for whatever reason.

9.3 We have the right at all times to require payment in advance, in cash or security for payment from the customer.

9.4 In the event that the payment term is exceeded, we are entitled without prior notice or demand from the due date of the invoice to charge statutory interest. When calculating the interest, a part of a month is considered a whole month.

9.5 In the event of non-payment or late payment or non-fulfilment or improper fulfillment of any obligation resting on the customer towards us, we are entitled, to charge to the customer the judicial costs and extrajudicial (collection) costs, without prejudice to our right to charge the costs actually incurred, if they should exceed this amount.

9.6 Without prejudice to the provisions of this article, we will not be liable, in the event of non-payment or late payment or non-fulfilment or improper fulfillment of any of the buyer's obligation, to terminate the agreement without prior notice of default to dissolve extrajudicially and further deliveries or performance of to cease work and/or services, without prejudice to the right to compensation of the damages suffered by us as a result of the dissolution of the agreement recover damages from the customer.

10. Liability and Indemnification

10.1 We only accept liability for by the other party suffered damage, which is the result of non-compliance with goods delivered by us or work and/or services performed to legal or other requirements imposed by the authorities or are the result of incorrect delivery, if and to the extent that this liability is covered by our insurance, until the amount of the payment made by the insurance company.

10.2 If our insurance does not provide cover for any reason, or the damage does not pay out in whole or in part, our liability is limited to the net invoice value of the delivered goods and/or services.

10.3 We are not liable for any damage suffered by the customer or any third parties as a result of editorial and/or substantive inaccuracies and/or incompleteness in the goods delivered by us, unless there is intent or gross negligence on our side.

10.4 We are not liable for any damage whatsoever as a result of the exceeding announced delivery times.

10.5 The customer is responsible and liable for all materials delivered to us, content and information used by us to execute the order. The customer guarantees that with the use of the materials, content and information provided do not become any rights of third parties violated and no rules or relevant standards are violated. The by us delivered content must always be approved by the customer before content is published externally. The customer is ultimately responsible for the publication.

10.6 We are not liable for the damage suffered by the customer or any third party damage, which is the result of incorrect and/or incompetent use, by the customer or any third party, of the goods and/or services supplied by us.

10.7 The customer indemnifies us against all claims from third parties for compensation of any damage resulting from or in connection with our delivery of goods and/or services.

11. Retention of Intellectual Property

11.1 All intellectual property rights to the under the agreement goods or services supplied or made available, including printed publications, electronic publications, software, websites, data files, equipment or other materials such as analyses, designs, documentation, reports, quotations, as well as preparatory material thereof, rest exclusively with us or our suppliers, unless expressly agreed otherwise. The application of Article 8 of the Copyright Act is expressly applicable.

11.2 The customer only acquires the rights of use that are included in these terms and conditions or are expressly granted in the law. Any other or more extensive right of the customer to reproduce printed publications, electronic publications, software, websites, data files or other materials is prohibited. A right or use accruing to the customer is non-exclusive and non-transferable to third parties and is limited to normal use of the delivered or made available made available. The right of use is furthermore limited to the purpose, medium, numbers or duration stated in the agreement, or any other way of limiting the scope.

11.3 The client indemnifies us against any infringement of intellectual property rights in respect of materials supplied by the client or by third parties engaged by the client. We do not guarantee that materials used are free intellectual property rights or that third parties have agreed to the intended use.

11.4 We are entitled to withdraw the right of use at any time for reasons of our own, after written notification by us to the client of our intention to withdraw the right of use.

12. Applicable law and dispute settlement

12.1 All our offers, agreements and their implementation are exclusively governed by Dutch law.

12.2 With the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (Vienna, 11 April 1980; TRB 1981,184; 1986, 61).

12.3 The Dutch text of these conditions is binding. If one or more of the provisions in these conditions is null and void or voidable because it is contrary to the law, the other provisions will remain in full force.

12.4 With respect to the interpretation of international trade terms, the "incoterms" as compiled by the International Chamber of Commerce in Paris (ICC) shall apply.

12.5 The general terms and conditions of the customer are not applicable and are expressly rejected.

12.6 All disputes arising from or related to the agreements concluded between us and the other party shall be submitted exclusively to the competent judge of the Zwolle district, insofar as legal provisions do not oppose this.