

GENERAL CONDITIONS OF SALE AND DELIVERY OF THE LIBRARY EINDHOVEN

OVERVIEW

Below is a practical overview of our main terms and conditions. This cover sheet does not replace our General Terms and Conditions. The General Terms and Conditions themselves remain governing.

Please feel free to contact us if you have any questions.

1. Together we record our agreements and any (interim) changes in writing.
2. As soon as we have confirmed your acceptance of our offer in writing, a contract is established between us. This happens even as soon as we begin to execute it.
3. We may use third parties in the execution, where desired or necessary.
4. We deliver the products and/or services as much as possible within your chosen time period.
5. You provide all information necessary and useful for performance and ensure that it is accurate.
6. Our quotations and offers are leading and all prices are expressed in Euros excluding VAT.
7. We have the right to increase our price proportionally due to an increase in costs.
8. We have a payment period of 14 days.
9. If you unexpectedly fail to fulfill the agreements or in case of force majeure, we may suspend or dissolve the agreement.
10. If the complaint is justified, we will replace or refund the product.
11. Our liability is limited to a maximum of the net invoice value excluding VAT or to the coverage provided by insurance.
12. The products are at your risk from the time of delivery (for pickup) or from the time they go into transport (for delivery).
13. We may deliver the products in portions.
14. A reasonable fee will be charged for any additional services.
15. The delivered products remain our property until you have fulfilled all your obligations.
16. Confidential information remains confidential.
17. All intellectual property is expressly reserved to us.

Note!

These General Terms and Conditions apply to products and services offered and/or sold by the Eindhoven Library.

With respect to the products lent by the Eindhoven Library, its Subscription Terms and Conditions apply.

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Article 1 Definitions

In these terms and conditions, the following terms are used in the following meanings unless expressly stated otherwise:

1. **"General Terms and Conditions"** means the most recent version of the present General Conditions of Sale and Delivery of the Library of Eindhoven.
2. **"Eindhoven Library"**: Eindhoven Public Library Foundation (KvK 41087750).
3. **"Service"** means services offered by the Eindhoven Library in the area of consulting, education, training, workshops, secondment, support, as well as renting out spaces, making available or lending Products, and providing catering.
4. **"Counterparty"** means the legal or natural person, who gives an Order to the Eindhoven Library, or accepts its offer regarding the delivery of Products and/or Services offered by the Eindhoven Library. This also includes the participant in an education, training, workshop, course, lecture or similar offered by the Eindhoven Library.
5. **"Order"** means an order issued by the Counterparty to the Eindhoven Library regarding the provision of Products and/or Services offered by the Eindhoven Library.
6. **"Agreement"** means all agreements between the Library Eindhoven and the Counterparty concerning the delivery of Products and/or Services, as well as all (legal) acts and negotiations relating to the same.
7. **"Parties"** means the Eindhoven Library and Counterparty jointly.
8. **"Product"** means books, materials, equipment, cabinets and other items offered and delivered by the Eindhoven Library.
9. **"In writing"** means by mail (paper) or by electronic means (e-mail).

Article 2 Applicability

1. Exclusively these General Terms and Conditions apply to all offers of the Library Eindhoven, all negotiations between the Library Eindhoven and the Counterparty and to all agreements entered into or to be entered into by the Library Eindhoven as well as to the execution thereof. Applicability of other general terms and conditions, including those of the Counterparty, is excluded.
2. In case of conflict between the text of the General Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
3. The General Terms and Conditions also apply to all Agreements concluded between the Eindhoven Library and third parties engaged by the Eindhoven Library, which third parties are engaged for the performance of the Agreement. The third parties brought in by the Library Eindhoven can - if they are directly addressed by the Counterparty - invoke the General Terms and Conditions towards the Counterparty.
4. If any provision of the Agreement or the General Terms and Conditions proves to be void or voidable, the Agreement and the General Terms and Conditions shall otherwise remain in full force. Instead of the void or voidable part, in accordance with the provisions of Article 3:42 of the Dutch Civil Code, what would have been agreed between the Parties if they had been aware of the voidness or voidability shall apply.
5. If the Other Party qualifies as a consumer as referred to in Section 6:230g of the Dutch Civil Code, the following shall apply. If any part of these General Terms and Conditions shall be considered void, voidable, non-binding and/or otherwise unreasonable as contrary to consumer legislation, the remaining part of these General Terms and Conditions shall remain in full force and effect. If any provision of these General Terms and Conditions is found to be non-binding and/or unenforceable because it extends beyond what is permitted by law or considered reasonable, while such provision would be valid or enforceable if its wording were modified, its duration shortened and/or its scope limited, the provision in question shall apply subject to such modified wording, duration and/or scope to the extent necessary for such provision to be valid.

Article 3 Changes

1. Amendments to the Agreement must be agreed explicitly, in Writing and in advance by the Parties. If changes are communicated in a different manner, the risk for the implementation of the change shall be borne by the Other Party.
2. The Library Eindhoven reserves the right to revise the text of the General Terms and Conditions at any time and will notify Counterparty of any changes.

Article 4 Offers

1. All offers of the Library Eindhoven are entirely without obligation and are made on the basis of the prices, rates and specifications valid at the time of the offer and on the basis of execution under normal circumstances during normal working hours.
2. If a non-binding offer is accepted by the Counterparty, the Eindhoven Library has the right to revoke the offer free of charge within 5 working days after receipt of the acceptance.
3. The Eindhoven Library reserves the right to make changes to the Products and/or Services and to remove the relevant Products and/or Services from its product range.

Article 5 Agreement

1. The Agreement between the Eindhoven Library and the Counterparty is established by the Library Eindhoven confirming acceptance of the offer by the Counterparty in writing. An Agreement with the Eindhoven Library is also established at the moment that the Eindhoven Library has started its execution.
2. Orders and acceptances of offers by the Other Party are irrevocable.
3. By entering into the Agreement, the Counterparty guarantees that it is sufficiently creditworthy to fulfil its obligations. Within this framework, the Library Eindhoven is authorized to obtain information from third parties with respect to the creditworthiness of the Counterparty and, if it appears that the creditworthiness of the Counterparty is not sufficient, to attach consequences to this, which may include: prepayment or different payment modalities, to which the Counterparty agrees in advance.
4. (Verbal) agreements made before or after the establishment of the Agreement will only bind the Eindhoven Library after it has confirmed them In Writing to the Counterparty.
5. The Eindhoven Library is authorized to engage third parties or intermediaries for the performance of the Agreement.
6. Agreements made with or promises made by subordinates of the Eindhoven Library, or third parties engaged by it, only bind the Eindhoven Library if it has confirmed these agreements or promises in writing to the counterparty.

Article 6 Data

1. Counterparty warrants the accuracy, timeliness, completeness and reliability of the data and information provided by or on its behalf to the Eindhoven Library.
2. The Counterparty will provide the Library Eindhoven with all information about the purpose for which the Products of the Library Eindhoven will be used, about the method of processing the Products, and furthermore all information and other data of which the Counterparty can reasonably understand that these are necessary for the execution of the Agreement.
3. If data necessary for the execution of the Agreement have not been made available to the Eindhoven Library, or have not been made available in time or in accordance with the agreements made, the Eindhoven Library has the right to charge the resulting costs according to its usual rates and to suspend or discontinue the execution.

Article 7 Delivery time

1. The Library Eindhoven will deliver as much as possible within the period chosen by the Counterparty. The specification of the delivery time by the Library Eindhoven is always approximate, unless explicitly agreed otherwise in writing. This is not a strict deadline pursuant to

Section 6:83 sub a of the Dutch Civil Code.

2. Exceeding the delivery time will not entail default or liability on the part of the Library Eindhoven. In the event of a delay in delivery, the Library Eindhoven will notify the Counterparty thereof and inform the Counterparty of the new delivery time.
3. The delivery time shall commence on the later of the following times:
 - a. the day of conclusion of the Agreement
 - b. the day of receipt by the Eindhoven Library of the information necessary to perform the Agreement;
 - c. the day of receipt by the Eindhoven Library of that which, according to the Agreement, may be payable by the Counterparty in advance.

Article 8 Delivery and risk

1. Unless explicitly agreed otherwise in writing, delivery (transfer of risk) will by default take place at the address of the Library Eindhoven (ex factory) or at the address of one of its (other) branches, or from a location elsewhere to be designated by the Library Eindhoven. The Products will be deemed to have been delivered by the Library Eindhoven and accepted by the Counterparty as soon as the Products are presented to the Counterparty and/or as soon as the Products have been loaded into or onto the means of transport. This applies in full if the Counterparty refuses or fails to take delivery.
2. When the Products have not been collected by the Counterparty after the expiry of the delivery time, they will be stored at its disposal at its expense and risk. The Eindhoven Library will not make the Products available to the Counterparty until after additional costs of transport and storage have been paid by the Counterparty. If the Products have not been taken by the Counterparty 30 days after the original delivery, the Library Eindhoven will be entitled to resell or destroy the Products for the account of the Counterparty. The Counterparty will not be able to bring a claim against the Library Eindhoven in this respect.
3. The Eindhoven Library is permitted to deliver Products that are part of the A g r e e m e n t in parts (partial deliveries) and to invoice these partial deliveries separately.
4. If the Library Eindhoven, whether or not for the purpose of transport, has made available resources, including in any case, but not exclusively, pallets, crates (whether or not including empty bottles), containers and packing cases, or has had them made available by a third party - whether or not in exchange for payment of a deposit or a deposit - the Counterparty will be obliged (unless it concerns a one-time package) to r e t u r n these resources to the address specified by the Library Eindhoven, failing which the Counterparty will be obliged to pay the value of these resources to the Library Eindhoven.
5. If the returned tools have not been cleaned or are in poor condition, the Eindhoven Library is entitled to charge the cost of cleaning and/or repairing or replacing these tools to the Counterparty.

Article 9 Delivery

1. Delivery by delivery shall take place only if the Parties expressly agree and have previously agreed on the costs and conditions involved.
2. The Library Eindhoven is free to arrange for the transport itself, or to engage a third party to do so. Unless agreed otherwise in writing, the transport will take place at the risk and expense of the Counterparty, even if the carrier has explicitly stipulated that all transport documents must state that all damage resulting from the transport will be at the expense and risk of the Library Eindhoven. If delivery fails, the risk will remain at the expense of the Counterparty.
3. Unless expressly agreed otherwise in writing, delivery or delivery shall take place at ground level, without hoisting.

Article 10 Price quotations and offers

1. The quotations and offers of the Eindhoven Library are leading, any price changes reserved.
2. Eindhoven Library prices are (in principle):
 - d. based on the purchase prices, wages, labor costs, social and governmental costs, freight, insurance premiums and other costs at the time of the date of the offer or conclusion of the Agreement;
 - e. Based on delivery to the Eindhoven Library address;
 - f. exclusive of VAT;
 - g. in Euro.
3. If price increases occur in the cost factors of the Eindhoven Library after the establishment of the Agreement, but before its (whether or not partial) execution, i n c l u d i n g in any case, but not exclusively, changes in the prices of materials, product prices, transport prices, energy prices, the Eindhoven Library is entitled to increase the price due by a proportional percentage. If the Counterparty qualifies as a consumer as referred to in Section 6:230g of the Dutch Civil Code, the Counterparty has the right to terminate the Agreement if such a price increase occurs within 3 months after the establishment of the Agreement.
4. The counterparty cannot derive any rights from bonuses and/or discounts provided by the Eindhoven Library in the past, or from monies that the Eindhoven Library has received from third parties in the past in the form of a subsidy, fund, sponsorships and the like.
5. If the Eindhoven Library takes on additional Services without expressly setting a price for them in the Agreement, it is entitled to charge a reasonable fee for them.
6. The Eindhoven Library has at all times the right to determine, that certain Products and/or Services will only be provided from certain minimum quantities.

Article 11 Payment

1. Unless expressly agreed otherwise in writing, payments to the Eindhoven Library must be made within 14 days of the invoice date, which period shall be considered a deadline.
2. Payment shall be made by deposit or transfer to a bank account designated by the Eindhoven Library.
3. All payments to the Eindhoven Library will be applied in order of claimability to satisfy (1) costs, (2) interest and (3) principal sums.
4. In case the Counterparty fails to pay what it owes the Library Eindhoven within the set period, the Library Eindhoven will send the Counterparty a Written reminder, stating a period of 14 days within which the Counterparty can still pay the debt
5. After the period of 14 days has expired unused, the Counterparty will be in default and must pay the Library Eindhoven an interest compensation equal to the statutory commercial interest as stipulated in article 6:119a of the Dutch Civil Code or article 6:119 of the Dutch Civil Code if a consumer has been contracted, and all extrajudicial costs to achieve collection of the claim, which extrajudicial costs will be calculated in accordance with the Staffell Buitengerechtelijke Incassokosten applicable at that time, whereby a minimum amount of € 100 will apply.
6. In case the Counterparty fails to meet its (payment) obligations, the Library Eindhoven will be entitled to suspend deliveries or to terminate the Agreement, without prejudice to the right of the Library Eindhoven to full compensation. Other than the Library Eindhoven, the Counterparty is not entitled to set off the claim of the Library Eindhoven against that which this Counterparty may or may not claim from the Library Eindhoven, whether or not due and payable. Counterparty acting in the course of a profession or business is not entitled to suspend its (payment) obligations to the Library Eindhoven.
7. If the Counterparty is in default or in the event of liquidation, (application for) bankruptcy, admission of the Counterparty to statutory debt rescheduling under the Dutch Natural Persons Debt Rescheduling Act, placement of the Counterparty under guardianship, attachment or (provisional) suspension of payment of the Counterparty, all outstanding claims at the Eindhoven Library against the Counterparty will be immediately due and payable from that moment onwards.

Article 12 Suspension/dissolution

1. The Library Eindhoven shall be entitled to terminate or suspend the Agreement, in whole or in part, with immediate effect without judicial intervention, In Writing, without being liable for compensation, and without prejudice to the right of the Library Eindhoven, in lieu of termination or

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suspension, to demand performance and without prejudice to its right to compensation, if: lapses.

- a. The Other Party fails in the fulfillment of (any of) its obligations arising from the Contract and General Terms and Conditions and such default is not remedied within 14 days after notice of default;
- b. after the conclusion of the Agreement, circumstances come to the knowledge of the Library Eindhoven that give good reason to fear that the Counterparty cannot/will not fulfill the obligations under the Agreement;
- c. Counterparty applies for suspension of payment or is granted suspension of payment;
- d. the Other Party's bankruptcy has been filed for or the Other Party has been declared bankrupt;
- e. Counterparty applies for admission to the Natural Persons Debt Rescheduling Act (WSNP), or that it is granted admission to the WSNP;
- f. a significant portion of the Other Party's assets is seized;
- g. Counterparty shuts down, or threatens to shut down, its business;
- h. Counterparty approaches its creditors as part of a debt restructuring/payment arrangement;
- i. ownership or control of the Other Party is transferred to others;

or if the Eindhoven Library can reasonably assume that any of the aforementioned situations will occur in the near future.

2. If the Eindhoven Library dissolves or suspends the Agreement pursuant to this article, any claim of the Eindhoven Library against the Counterparty will be immediately due and payable.
3. If, based on the information known to the Eindhoven Library at that time, the Eindhoven Library reasonably believed it could validly exercise a right of suspension, dissolution or annulment, the Counterparty will not be entitled to any form of compensation, including but not limited to statutory interest and collection costs, in the event it is later established that the Eindhoven Library did not validly exercise its rights.

Article 13 Retention of title

1. As long as the Counterparty has not completely fulfilled any obligation towards the Eindhoven Library, delivered Products will remain the property of the Eindhoven Library pursuant to Article 3:92 of the Dutch Civil Code.
2. The other party undertakes to insure the interests of the Library Eindhoven in connection with the retention of title.

Article 14 Making available or lending Products

1. If the Eindhoven Library offers a Service, in the sense that it makes its Products available or lends them to the Counterparty (whether or not free of charge), all Products made available or lent by the Eindhoven Library will remain the full and complete property of the Eindhoven Library. In this case, the Counterparty in question will only act as holder of the Products.
2. During the period that the Eindhoven Library makes its Products available or lends them out, its counterparty must behave with due care and ensure that no damage is caused to the Products made available or lent out. The Client is only permitted to use the Products made available or lent out within its own organization. In the event of damage or loss, the Counterparty must immediately inform Library Eindhoven in writing and Library Eindhoven has the right to recover the costs from the Counterparty.
3. At the end of the period, the Counterparty shall ensure that the materials are ready at the agreed place and time, in the same packaging and in the same condition in which the Products were delivered. If the materials are not ready at the agreed place and time, the Library Eindhoven is entitled to charge the extra transport costs.
4. If the Counterparty is aware of the fact that its bankruptcy has been filed, or that it has itself filed for bankruptcy, it must immediately notify the Eindhoven Library of this fact and give the Eindhoven Library the opportunity to do everything necessary to regain possession of the Products in question.

Article 15 Warranty and advertising

1. The Other Party is obliged to check the Products for conformity immediately upon delivery.
2. Complaints from the Counterparty regarding non-compliance with the Agreement of the Products and/or Services delivered will only be considered by the Library Eindhoven if and insofar as these complaints have been submitted in writing to the Library Eindhoven within a period of 48 hours after the discovery of the defect, specifying the nature of the defect.
3. Complaints regarding the charged prices and other complaints regarding invoices must be submitted in writing by the counterparty to the Library Eindhoven within a maximum of 7 days after the invoice date, specifying the nature of the complaint. Later complaints regarding charged prices and invoices will not be accepted.
4. The Eindhoven Library must be enabled by the Counterparty to further investigate the merits of a complaint within the meaning of this article, failing which any right to warranty lapses.
5. Complaints will not be considered, if:
 - a. there are minor deviations in quality, quantity, material, size, color and other deviations deemed permissible in the industry;
 - b. there is a deviation from the Product of an image in the brochures and other promotional materials of the Eindhoven Library;
 - c. there is an incorrect and/or different pattern of expectations on the part of the Counterparty, while the Order has been executed in accordance with the instructions of the Counterparty, as laid down in the Agreement;
 - d. a defect results from drawing, sketch, design, specification, material or information provided and/or made available by the Other Party;
 - e. The Other Party has repaired, modified or caused third parties to repair or modify the Product itself;
 - f. the Product delivered has been exposed to abnormal conditions, or has otherwise been treated carelessly, or contrary to the instructions of the Eindhoven Library and not in accordance with generally accepted professional practice.
6. In the event of justified complaints, the Library Eindhoven is free to choose between replacing the Products delivered free of charge or settling the amount of returned Products by means of a credit note.
7. Returns can only take place after explicit approval of the Library Eindhoven and will be at the expense of the Counterparty. For returns that have not occurred through no fault of the Library Eindhoven, the Library Eindhoven will charge an amount of 25% of the net invoice amount; the Counterparty is free to prove that the actual loss suffered is less. The latter does not apply if the return is approved by the Library Eindhoven.
8. The Eindhoven Library assumes towards the Counterparty, in addition to the statutory warranty, only the warranty provided by the manufacturer (manufacturer's warranty) and it does not provide any additional warranty.

Article 16 Cancellation and indemnification

1. In principle, the Counterparty may not cancel an Order. If the Counterparty, acting in the exercise of a profession or business, nevertheless cancels an Assignment given, either in whole or in part, it will be obliged to reimburse the Eindhoven Library for all costs reasonably incurred with a view to the execution of this Assignment, the work carried out by the Eindhoven Library and the loss of profit by the Eindhoven Library, plus VAT.
2. If the Counterparty qualifies as a consumer as referred to in Section 6:230g of the Dutch Civil Code, and has already made a payment for a Service to be performed by the Eindhoven Library, the refund policy is that the Counterparty is entitled to a refund if the deregistration has

been submitted to the Eindhoven Library at least 7 days prior to the date on which the Service is to be performed. If no payment has been made by the Counterparty, the Counterparty will still have the opportunity to deregister free of charge if the deregistration has been submitted to the Eindhoven Library at least 7 days prior to the date on which the Service is to be performed.

3. The Eindhoven Library reserves the right to cancel a Service yet to be performed, if, in the opinion of the Eindhoven Library, too few participants have registered for that Service. Insofar as payment has been made for this Service, the counterparty in question, who is not acting in the exercise of a profession or business, is entitled to a refund in accordance with this article.

Article 17 Liability

1. In the event of an attributable failure to perform on its part, the liability of the Library Eindhoven is limited to the amount of the net invoice value (exclusive of VAT) of the Agreement in question or, if partial deliveries have been agreed upon, the net invoice value (exclusive of VAT) of the partial delivery to which the loss-causing event relates. The liability of the Eindhoven Library will in any case be limited to the cover provided by the insurance. An attributable shortcoming will in no event be understood to mean manifest errors on the part of the Library Eindhoven, of which the Counterparty knew or reasonably should have known that the Products delivered and/or Services performed were based on this manifest error, taking all circumstances into account.
2. The Eindhoven Library is not liable for indirect damage, which expressly but not exclusively includes: trading loss, loss of profit, consequential damage, damage due to business interruption, immaterial damage, property damage and personal injury, including all possible claims by third parties, in the broadest sense of the word.
3. The Library Eindhoven is not liable for infringement of patents, licenses and/or other rights of third parties by use of data provided by or on behalf of the Counterparty.
4. The Products delivered and/or Services performed by the Eindhoven Library may only be used for the agreed purpose, if any.
5. The Counterparty is obliged to indemnify the Eindhoven Library against all possible claims by third parties in respect of alleged damage, for whatever reason, arising from or in connection with the Agreement and the Products delivered and/or Services performed.
6. Any claim against the Eindhoven Library, except those recognized by the Eindhoven Library, shall expire by the mere expiration of 12 months after the claim arose.

Article 18 Confidentiality

1. All information, in the broadest sense of the word, provided by the Library Eindhoven to the Counterparty within the framework of negotiations or the Agreement is strictly personal and confidential and may not be provided to third parties, except with the Written permission of the Library Eindhoven and insofar as this is necessary for the execution of the Agreement. For its part, the Library Eindhoven is obliged to maintain strict confidentiality with respect to all that becomes known to it with respect to business information directed to specific characteristics of the business or company of the Counterparty, subject to Written permission from the Counterparty to disclose this information.

Article 19 Intellectual property

1. All intellectual property rights with respect to items, working methods, (education and training) models, concepts, advice, models, images, drawings, files, websites and the like originating from the Library Eindhoven will accrue exclusively to the Library Eindhoven, all this irrespective of the counterparty's share in their realization.
2. The exercise of the aforementioned rights of intellectual property - including publication, transfer, reproduction, distribution of data, all in the broadest sense of the word - both during and after the execution of the Agreement is expressly and exclusively reserved to the Eindhoven Library.
3. If an Agreement is to be performed on the basis of images, designs, drawings or other instructions of the Counterparty, the Counterparty guarantees that this will not infringe any intellectual property rights or other rights of third parties. The Counterparty indemnifies the Eindhoven Library against all claims of third parties due to infringement of their intellectual property rights, whether or not such claims result in damages.

Article 20 Force majeure

1. The Library Eindhoven will make every effort to inform the counterparty as soon as possible if a force majeure situation occurs.
2. A non-attributable failure on the part of the Eindhoven Library shall mean any circumstance independent of the Eindhoven Library - even if it was already foreseeable at the time the Agreement was concluded - that makes compliance with the Agreement permanently or temporarily impossible, including in any case, but not limited to:
 - a. damage resulting from natural disasters and/or severe weather conditions (storm damage);
 - b. war, danger of war and/or any other form of armed conflict including terrorism or threat thereof in the Netherlands and/or other countries as a result of which supply of goods or raw materials is hampered;
 - c. strikes, forced shutdown, riots and any other form of disruption and/or hindrance caused by third parties, which hinders delivery of goods or raw materials;
 - d. loss of or damage to goods in transit;
 - e. illness of one or more objectionably replaceable employees or a third party engaged by it;
 - f. governmental legislative or administrative measures which impede deliveries, including import and export bans and the withdrawal of subsidies or funds;
 - g. fire or accidents on the premises of the Eindhoven Library, or any external space put into use;
 - h. non-delivery or late delivery to the Eindhoven Library by suppliers.
3. During the duration of the force majeure situation, the Eindhoven Library will be entitled to suspend its obligations.
4. If the Eindhoven Library is prevented from (further) performing the Agreement due to force majeure of a temporary (longer than 3 months) or permanent nature, it is entitled to terminate the Agreement without judicial intervention and without any obligation to pay compensation.
5. If the Eindhoven Library has already partially fulfilled its obligations in the event of a force majeure situation, the Counterparty must pay the price owed for this part to the Eindhoven Library.

Article 21 Penalty clause

For each violation of the articles of these General Terms and Conditions, the Supplier will forfeit to the Library Eindhoven an immediate fine of € 500,- for each violation, which is not subject to deduction, suspension or setoff, payable without further notice of default or judicial intervention, to be increased by € 100,- for each day that the violation continues, without prejudice to the right of the Library Eindhoven to full compensation of the damage resulting from the violation by the Supplier.

Article 22 Applicable law and competent court

1. All negotiations, these General Terms and Conditions and Agreements with the Library Eindhoven and the execution thereof shall be governed exclusively by Dutch law.
2. All disputes arising from or related to the negotiations, Agreement and/or the General Terms and Conditions shall, unless a mandatory provision of law dictates otherwise, be submitted exclusively to the District Court of East Brabant.

In the event of incompatibilities, inconsistencies and/or differences (e.g. in interpretation) between language versions of these General Terms and Conditions, the original Dutch version will prevail.