

Typography Interiority & Other Serious Matters

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GENERAL TERMS AND CONDITIONS OF

'Typography Interiority & Other Serious Matters bv', with its registered office in The Hague, the Netherlands.

These general terms and conditions have been filed with the Chamber of Commerce in The Hague.

Article 1.

Applicability of these terms and conditions

1a These conditions apply to all offers from and all contracts with 'Typography Interiority & Other Serious Matters bv', hereinafter referred to as 'TI&OSM'.

1b The assignment or order of the client is considered to be acceptance of the General terms and conditions of 'TI&OSM'.

Article 2.

Client

2a Client means the person who gave the order and/or on order of whom action is taken.

2b If the client appears on behalf of a third party, he guarantees his representative authority towards 'TI&OSM'.

2c If more than one party, whether or not expressly jointly, appear as client, all parties giving orders are jointly and severally liable for the full performance of all obligations under the contract entered into.

Article 3.

Offers and contracts

3a All offers and quotations of 'TI&OSM' are free of obligation unless expressly stated otherwise.

3b A contract is only formed after the order placed by client is confirmed in writing by or in an authorised manner on behalf of 'TI&OSM', or after 'TI&OSM' has proceeded to carry out the order.

Article 4.

Prices

4a Unless otherwise stated, prices are in accordance with the offer, or the rate usually charged by 'TI&OSM'.

4b If, after the formation of the contract and before the agreed time of deliveries and/or termination of the activities, the prices of auxiliary materials, raw materials or parts, the wages or whatever pricing factors have changed, 'TI&OSM' is entitled to adjust its prices accordingly.

4c Price increases which arise from additions and changes to the order are payable by client.

4d All prices are exclusive of turnover tax (VAT) and other levies which are imposed by the government.

Article 5.

Cancellations

5a Except when agreed in writing with 'TI&OSM', orders cannot be cancelled.

5b If cancellation is permitted, it takes place exclusively in writing. After cancellation, client is obliged to compensate 'TI&OSM' for all expenses incurred in consideration of the performance of this order, loss of profit, as well as other loss arising from the cancellation in question.

Article 6.

Delivery and delivery periods

6a Specified delivery periods are approximate. The delivery periods are set in the expectation that there are no impediments for 'TI&OSM' to perform the work.

6b No claim for compensation or termination of the contract can ever be based on the delivery period being exceeded.

6c If the work carried out is not taken in receipt before or on the agreed date, the work carried out is kept available at the risk and expense of client. In such cases, 'TI&OSM' can charge storage costs to client, all this at the discretion of 'TI&OSM'.

6d Extra costs to be incurred in connection with urgent deliveries desired by client are payable by client.

Article 7.

Proofs and corrections

7a Client only receives a proof if this has been agreed. Client is obliged to inspect proofs within the period specified by 'TI&OSM'.

7b 'TI&OSM' is not responsible for printing errors which have not been corrected by client in the proof provided before printing, and/or material supplied in a different way. If author's corrections are deemed necessary, the costs thereof are charged to client.

7c 'TI&OSM' can charge for proofs.

Article 8.

Objections

8a Client is obliged to inspect the work for errors thoroughly immediately following its delivery and if errors are found, inform 'TI&OSM' immediately in writing. If client does not notify 'TI&OSM' in writing within eight (8) days of the day of delivery of faults which could be observed in a thorough examination, client is deemed to accept the condition in which the work was delivered, and any right of objection lapses.

8b Client is obliged to specify the complaint in detail, submitting written evidence.

8c 'TI&OSM' must be provided with the possibility of immediately verifying submitted objections. If in the opinion of 'TI&OSM' the objection is correct, 'TI&OSM' shall strive for a satisfactory solution, in consultation with client. If performance has become permanently impossible, compensation can be agreed on the understanding that 'TI&OSM' is never bound to further compensation than a maximum of the invoice amount of the services supplied. 'TI&OSM' is not obliged to pay further compensation, liability for consequential damage in particular is excluded.

8d Minor differences in quality, colour, hardness, etc., do not form a right for objection.

8e Objections do not give client the right to invoke or demand termination of the contract or to suspend payment fully or partially.

Article 9.

Payment

9a Unless agreed expressly otherwise, payment must take place within fourteen (14) days of the invoice date. Set-off is always excluded.

9b 'TI&OSM' is entitled to require full or partial advance payment or to require security. Also after an order has been accepted for processing, 'TI&OSM' can at all times require security or supplementary security from client.

9c If the invoice of 'TI&OSM' is not paid at the latest on the due date, client is in default by operation of law. Client then owes, without notice of default, 1.5% interest per month on the outstanding amount, as well as all costs of collection, both judicial and extrajudicial.

9d The extrajudicial costs amount to 15% of the principal sum with a minimum of €100,00.

9e If client has not objected to any invoice to 'TI&OSM' in writing within one week of its date, client is considered to agree to the document in question.

Article 10.

Retention of title

Delivered items remain the property of 'TI&OSM' until client has paid in full all that which he owes to 'TI&OSM'. Client is not entitled to dispose of or encumber items delivered under retention of title.

Article 11.

No transfer

Except for the express written permission of 'TI&OSM', client is forbidden to transfer rights or obligations under contracts entered into with 'TI&OSM' to third parties – including companies affiliated with client.

Article 12.

Right of retention

Notwithstanding the statutory right of retention, 'TI&OSM' is entitled to retain goods of client, until settlement of all that which 'TI&OSM' has to claim from client or on any other basis has taken place. 'TI&OSM' also has the right of retention in the event that client is bankrupt.

Article 13.

Liability

13a 'TI&OSM' is not liable for loss which may be the direct or indirect result of:

a1 force majeure, as specified below in these terms and conditions;

a2 actions of client, his employees and other agents;

a3 improper handling of the work delivered by 'TI&OSM';

13b 'TI&OSM' is only liable for loss as a result of damage, mutilation or loss of the work and/or property of client and/or of third parties, in so far as this arises from its wilful misconduct or gross negligence, or through the intentional act of its employees or other agents.

13c 'TI&OSM' can recommend that work be placed elsewhere. If client ignores this recommendation, 'TI&OSM' cannot be held liable for the consequences thereof.

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13d 'T1&OSM' shall never be obliged to compensate consequential damage and/or loss of profits suffered by client.

13e 'T1&OSM' is not liable for the quality of the print, if and in so far as the material provided by client is faulty or incomplete.

Article 14.

Copyright

14a By issuing an order for processing, multiplying or reproducing works which are protected by the Copyright Act or any intellectual property rights, client guarantees that rights of third parties are not violated. Client indemnifies 'T1&OSM' in this matter both in and out of court.

14b The copyright of works made by 'T1&OSM' shall remain vested at all times in 'T1&OSM'. Client is not authorised to modify works of 'T1&OSM' or cause to have them modified.

14c Client has the right of use to copyrighted works of 'T1&OSM' exclusively for the objective as specified in the offer. Other or supplementary use, including reprint, use for advertising objectives, is not included in this right of use and requires the express prior permission of 'T1&OSM'.

14d Only 'T1&OSM' is authorised to give or refuse permission for the multiplication and/or publication of the works on which its copyright rests.

14e 'T1&OSM' can attach conditions to the provision of permission, including the payment of a fee.

Article 15.

Suspension and termination

If client does not, not properly or not in time fulfil any obligation towards 'T1&OSM', and in the event of bankruptcy, moratorium of payment, cessation or liquidation of the business of client, he is in default by operation of law. 'T1&OSM' is in that case entitled, at its own discretion, without further notice of default or judicial intervention, to suspend the performance of the contract or to terminate the contract, without 'T1&OSM' being obliged to pay any compensation or guarantee, without prejudice to other rights to which it is entitled. 'T1&OSM' is entitled in these cases to invoice all work already performed and yet to be performed and all claims against client become immediately due and payable in full, even if the due date of any invoice has not yet expired.

Article 16.

Varying conditions

If provisions or conditions occur in a confirmation of client which are in conflict with these 'General terms and conditions', they are not recognised, subject to express written acceptance by 'T1&OSM'.

Article 17.

Subcontracting of work to third parties

Client authorises 'T1&OSM' to have the order performed fully or partially by a third party to be designated by 'T1&OSM' at a time to be determined in consultation. Client agrees to transfer by 'T1&OSM' to third party/parties of all rights and obligations arising under the contract(s) entered into by 'T1&OSM' with client.

Article 18.

Force majeure

18a If 'T1&OSM' is hindered by circumstances beyond its control to perform the contract, 'T1&OSM' – without prejudice to other rights to which it is entitled – is entitled to suspend the performance of the contract or to declare the contract fully or partially terminated, without being bound to pay any compensation.

18b The term 'force majeure' in this matter means in any case: war, civil war, riot, danger of war, state of siege, strike actions, blockades, business interruptions, shortage of materials, fire, flood, earthquake and other natural disasters, export or import prohibitions, refusal to issue import and export permits, forfeiture or other government measures and breaches of contract of suppliers, all this without 'T1&OSM' being bound to prove causal connection with the impossibility of performance of the contract.

Article 19.

Insurance

'T1&OSM' can request client to effect insurance at his own expense which covers the risks for which 'T1&OSM' is not liable.

Article 20.

Applicable law and disputes

20a Contracts are governed exclusively by Dutch law.

20b Disputes between parties will be resolved exclusively by the competent court in The Hague.