

WILCO ART BOOKS

The Art of Printing

Wilco Art Books B.V. General Terms and Conditions

Art. 1: Definitions

In these general conditions, the following terms shall have the following meaning:

- Client: the natural or legal person who has commissioned Wilco Art Books to produce goods or execute activities;
- Wilco Art Books: the user of the general terms and conditions;
- Information carriers: any means intended for recording, processing, sending, multiplying or publishing texts, images or other data by means of equipment, in the broadest sense of the word.

Art. 2: Applicability

- These general terms and conditions apply to the realisation, contents and the performance of all agreements entered into between the client and Wilco Art Books, insofar as these terms and conditions are not expressly deviated from in writing.
- General terms and conditions of the client are applicable only if it has expressly been agreed in writing that these shall apply between the parties with the exclusion of these terms and conditions.

Art. 3: Price and modification

- Prices are based on cost price determining factors at the time of the offer. Wilco Art Books is entitled to increase the agreed price if these cost price determining factors are modified.
- Texts that require extra work, unclear copy, unclear sketches, drawings or models, inferior information carriers, inferior computer software or data files, inferior manner of delivery of the materials or products to be supplied by the client and similar supplies by the client that force Wilco Art Books to execute more activities or incur more costs than they could reasonably expect when entering into this agreement, are arguments for increasing the agreed price. Extraordinary or reasonably unforeseen processing difficulties resulting from the nature of the materials and products to be processed are also grounds for increasing the agreed price.
- Wilco Art Books is entitled to increase the agreed price if the client makes alterations to the original agreed specifications. Within the bounds of reasonableness, Wilco Art Books will collaborate in these alterations if the contents of the performance to be carried out by them do not essentially deviate from the original agreed performance.

Art. 4: Printer's proofs

- The client is obliged to check proofs carefully. If the proof is approved or if the client does not express remarks to Wilco Art Books in writing within 2 days upon receipt, the proof is considered to comply with the agreement.
- Wilco Art Books is not liable for mistakes or deviations that are not observed.

Art. 5: Term of payment

- Unless otherwise agreed upon, the client shall pay that which he is due within 30 days after the invoice date without being able to rely upon any discount, deduction or suspension. However, payment is to take place cash upon delivery if the client is a natural person who does not act in the execution of a profession or company. In the case of overdue payment, the client shall be in default without any notice of default being required.
- In the case of an agreed delivery in parts, in addition to the payment of this part, Wilco Art Books is entitled to require the payment of the costs incurred for the entire delivery after the delivery of the first part, such as the costs for typesetting, lithographs, samples, costs for paper, printing and binding.
- At Wilco Art Books's first request, the client is obliged to provide adequate security for the settlement of the amounts payable to Wilco Art Books pursuant to the agreement.
- If the client does not pay in good time as referred to in paragraph 1 of this article, he shall owe the statutory trade interest on this amount; or, if applicable, the statutory interest rate due to the delay in the payment of the amount due by him as from the invoice date.
- In the case of overdue payment as referred to in paragraph 1 of this article, in addition to the amount due and the interest due, the client is obliged to pay full compensation for both extrajudicial and judicial collection charges, including the costs for legal counsel, bailiffs and debt-collection agencies. The extrajudicial costs are set at no less than 15% of the principal sum with interest, with a minimum of € 250.00.

Art. 6: Retention of title on deliveries

- Goods delivered by Wilco Art Books remain its property until the client has fulfilled all his obligations with respect to Wilco Art Books, at the expense and risk of the client.
- Goods delivered by Wilco Art Books which come under retention of title may be used or sold on within the framework of normal business activities only. In the case of bankruptcy or a moratorium on payments on the part of the client, the selling on or use within the framework of normal business activities is not permitted. The client is not authorised to pledge goods or to establish any rights thereto.
- Now for then, Wilco Art Books retains the pledges on delivered goods of which possession has passed to the client by payment as referred to in article 3:237 of the Civil Code as additional security of all that it has to claim from the client, of whatever nature. The authority included in this article also applies to goods delivered by Wilco Art Books which have been processed or treated due to which Wilco Art Books has lost its retention of title.
- If the client fails to fulfil his obligations, or if there is reasonable fear that he will fail to do so, Wilco Art Books is entitled to remove or have removed the goods delivered on which a retention of title rests from the client or a third party that retains the goods for the client. The client is obliged to render all cooperation under penalty of a fine of 10% of the invoice value of these goods per day.
- If any third party is looking to create or enforce a right on the goods delivered under retention of title, the client is obliged to immediately inform Wilco Art Books of this.

Art. 7: Delivery

- Unless expressly stated in writing that a firm date is concerned, a term of delivery stated by Wilco Art Books shall have an indicative meaning only. Even in the case of an agreed firm date, Wilco Art Books shall not be in default until the client has declared Wilco Art Books to be in default.
- Wilco Art Books is not responsible or liable for damage or delay caused by a carrier called in by them.
- Overdeliveries or underdeliveries up to 10% of the agreed number are permitted against a setoff of the additional costs or reduced costs.

Art. 8: Complaints

The client shall inspect the goods within 1 week after the delivery to assess whether they meet the agreement. Wilco Art Books shall be informed of any complaints in writing within this term, in default of which the right of recovery lapses.

Art. 9: Means of production

- Any items produced by Wilco Art Books, such as means of production, semifinished products and auxiliary materials and in particular type, design drawings, models, working and detailed drawings, information carriers, computer software, data files, photographs, lithographs, stereotype plates, films, micro and macro mountings, printing plates, screen printing moulds, gravure cylinders, moulds, press knives and cutting-dies, (foil) embossing dies, stamping plates and peripheral equipment, remain the property of Wilco Art Books, even if they are stated as a separate entries in the tender, offer or invoice.
- Wilco Art Books is not obliged to deliver up the items as referred to in paragraph 1 to the client.
- Wilco Art Books is not obliged to retain the items as referred to in paragraph 1 of this article for the client. If Wilco Art Books and the client agree that these items will be retained by Wilco Art Books, this will be for a maximum period of one year and without Wilco Art Books making any guarantees as regards the suitability for repeated use.
- Any means of production supplied by the client will be retained for a maximum of one year and then destroyed, unless the client has indicated in writing that these are to be returned or to be retained for a longer period of time. Any liability by Wilco Art Books for these items is expressly excluded.

Art. 10: Property of the client, pledge

- The client is obliged to ensure that, prior to supplying Wilco Art Books with copy, a drawing, design, photographic recording or an information carrier, a duplicate is made of these items. The client is to retain these in case the items surrendered are lost or become unfit for use while in the possession of Wilco Art Books.

- The client provides Wilco Art Books with a pledge on all items which he has brought into the power of Wilco Art Books within the framework of the performance of the agreement with Wilco Art Books, for more security of all that the client possibly owes Wilco Art Books, in whatever capacity and by whatever reason.

Art. 11: Liability

- Wilco Art Books's liability by virtue of the agreement with the client is limited to an amount that is in proportion to the agreed price where measures of reasonableness and fairness are concerned, but in any case limited to the invoice value of the order.
- Wilco Art Books is not liable for damage of whatever nature which is caused due to or after the client has put the goods produced into use after the delivery, treated or processed them, has supplied them to a third party or had them put into use, had them treated or processed or supplied to a third party, respectively.
- Furthermore, Wilco Art Books is not liable for damage in the form of loss of turnover or reduced goodwill in the company or profession of the client.
- Wilco Art Books is not liable for damage to material or products received by them from the client which are to be printed, treated or processed by Wilco Art Books, if the client has failed to make a specification of the properties and the nature of these materials or products and has not provided proper information about the applied pre-treatment and the applied surfacing, not later than at the time of entering of the agreement.
- If Wilco Art Books is held liable by a third party relating to any damage for which they are not liable pursuant to the agreement with the client or these delivery conditions, the client shall entirely indemnify them in the matter and compensate Wilco Art Books of all what they are required to pay this third party.
- Notwithstanding that which has been stipulated in these conditions, each liability of Wilco Art Books is terminated after the course of 1 year after the goods have been delivered to the client (or have been made available to the client, if this was at an earlier time) according to the agreement.

Art. 12: Disputes

- Any disputes which may arise in connection with, or as a result of the agreement between the client and Wilco Art Books, or any other agreement they have entered into, shall be settled by arbitration in accordance with the regulations of the district court.
- The arbitral dispute resolution as stipulated in the above paragraph of this article applies only if at least one of the parties was a member, associate or associate member of the Royal KVGGO (Royal Association of Graphic Entrepreneurs) at the time the agreement was entered into and the principal sum of the claim (not a counterclaim) to be instituted amounts to more than € 5,000.00.
- There is a dispute if one of the parties declares that this is the case.
- The arbiters will administer justice honestly and in fairness without being bound by the strict rules of the law.