

General Conditions Association CBB

Version November 9, 2020





ARTICLE 1. | DEFINITIONS

In these general conditions the following terms, always indicated with a capital letter, are used in the following manner.

1. **CBB:** Association CBB, Christian Library for the Blind and Visually Impaired, the user of these general terms and conditions, located at Paul Krugerweg 39, 3851ZH in Ermelo, registered in the Trade Register under Chamber of Commerce number 40094076.
2. **The Other Party:** every natural or legal person with whom CBB has concluded or intends to conclude an Agreement.
3. **Consumer:** a Counterparty, natural person, not operating in the exercise of a profession or business.
4. **Parties:** Jointly CBB and the Other Party.
5. **Agreement:** Every agreement between the Parties, in the context of which CBB has committed itself to the Other Party for the delivery of Products, whether or not manufactured in accordance with the specifications of the Other Party.
6. **Distance Agreement:** an Agreement entered into between CBB and a Consumer within the framework of a system arranged by CBB for the distance conclusion of contracts without the simultaneous personal presence of CBB and the Consumer and whereby, up to and including the moment at which the Agreement is entered into, use is exclusively made of one or more means of distance communication, such as an Agreement with a Consumer entered into directly via the Webstore.
Thus an Agreement is not a Distance Agreement

if an organised system for distance communication is not used by CBB in the process, for example in the event that the Agreement is concluded on the basis of a customer-specific quote requested or by means of a simple e-mail message, or in the event that the Consumer seeks out the contact details of CBB on the internet or in a telephone directory and completes and Agreement by telephone.

7. **Products:** the goods to be supplied by CBB to the Other Party in the context of the Agreement, which may include Braille products and products in large print and relief, as well as digital and audio productions.
8. **Webstore:** www.lesbutler.nl.
9. **In writing:** communication in writing, communication by e-mail or any other means of communication that, with a view to the state of technology and generally accepted practice, can be equated with this.

ARTICLE 2. | GENERAL PROVISIONS

1. These general conditions apply to every offer made by CBB and every Agreement reached.
2. These general conditions equally apply to Agreements for the implementation of which third parties are involved by CBB.
3. The applicability of any general terms and conditions of the Other Party, by whatever name, is expressly rejected.
4. The provisions of these general terms and conditions may only be deviated from expressly In Writing. If and insofar as the provisions of these general terms and conditions deviate from the provisions explicitly agreed upon by the Parties In



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Writing, the provisions explicitly agreed upon by the Parties In Writing shall prevail.

5. Annulment or nullification of one or more of the provisions of these general terms and conditions or the Agreement as such will not affect the validity of the other provisions. In such a case, the Parties are obliged to consult with each other in order to reach a substitute arrangement with regard to the clause affected. In doing so, the purpose and purport of the original provision will be taken into consideration as much as possible.

ARTICLE 3. | OFFER AND CONCLUSION OF AGREEMENTS

1. Every offer made by CBB (including its offer in the Webstore and its quotations) is without obligation, even if it states a term of acceptance. CBB can still revoke its offer without delay, or at least as soon as possible after acceptance thereof by the Other Party.
2. The Other Party cannot derive any rights from an offer by CBB that contains an apparent error or mistake, or from an offer by CBB that is based on incorrect or incomplete information provided by the Other Party.
3. Every Agreement shall come into effect, without prejudice to the provisions of paragraph 1, once the other party has accepted the offer of CBB in any manner indicated by CBB. In the event that the acceptance of the Other Party differs from the offer of CBB, the Agreement shall not come into effect in accordance with this differing acceptance, unless CBB indicates otherwise.
4. An offer by CBB shall not automatically apply

to any subsequent agreements, such as orders for reprints. In so far as no changes have been made thereto, however, these General Terms and Conditions shall also apply to any subsequent agreements without CBB being obliged to repeatedly submit these General Terms and Conditions to the Client.

5. If the Other Party concludes the Agreement (also) in the name of another natural or legal person, it declares by entering into the Agreement that it is authorized to do so. In addition to this (legal) person, the Other Party is primarily liable for the fulfilment of all obligations arising from that Agreement.

ARTICLE 4. | OBLIGATIONS OF THE OTHER PARTY IN GENERAL

1. The other party is obliged to always provide CBB with all information (including any data files and desired specifications in terms of materials, formats and numbers) which is reasonably relevant for the making of the offer and the design and implementation of the Agreement, as soon as possible as is required for those purposes, in full and in any manner so prescribed by CBB. The Other Party guarantees the accuracy of all the information it provides to CBB. In the event that CBB issues supply instructions in relation to the provision of data by the Other Party, such instructions shall be strictly observed. If the Other Party sends (address) files containing personal data, it is responsible for the correct security of these files, failing which CBB can take the measures it deems appropriate in processing these files.



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2. The Other Party shall furthermore always provide CBB with all cooperation required for the performance of the Agreement. The Other Party shall take all reasonable measures to optimise the performance of the Agreement.

ARTICLE 5. | RIGHT OF TERMINATION FOR DISTANCE AGREEMENTS

1. Subject to the provisions of the remainder of this Article and in particular the following paragraph, the Consumer may dissolve the Distance Contract, in whole or in part, up to 14 days after receipt of the Products, without giving any reason

2. The Consumer has no right of rescission in the case of:

- a. the delivery of Products made to the Consumer's specifications, which are not prefabricated and which are manufactured on the basis of an individual choice or decision by the Consumer, or which are clearly intended for a specific person;
- b. the supply of digital content which is not supplied on a tangible medium, to the extent that the performance has commenced with the express prior consent of the Consumer and the Consumer has declared that he thereby waives his right to dissolution. In such a case, CBB shall confirm via email to the Consumer within a reasonable period after the conclusion of the Distance Contract that the Consumer has given the aforementioned consent and declaration;
- c. the supply of audio and video recordings and computer software of which the seals have been

broken after delivery;

d. the supply of newspapers, magazines or periodicals, with the exception of an agreement for the regular supply of such publications;

e. Distance Contract in which the rights of rescission are otherwise excluded or not applicable under Section 6.5.2B of the Civil Code.

3. The Consumer may dissolve the Distance Agreement by submitting a request to that effect to CBB by e-mail or by using the model withdrawal form offered by CBB. As soon as possible after CBB has been informed of the Consumer's intention to dissolve the Distance Contract and if the conditions of this article have been met, CBB shall confirm the dissolution of the Distance Contract by e-mail.

4. During the period referred to in paragraph 1, the Consumer must handle the Products to be returned and their packaging with care. The Consumer may only handle and inspect the Products to be returned to the extent that is required to assess the nature and characteristics of the Products. The premise here is that the Consumer may only handle and inspect the Products as he would be allowed to do in a physical store.

5. If the Consumer exercises the right of termination, he shall return the relevant Products undamaged, with all supplied appurtenances and in the original condition and packaging to CBB.

6. The Consumer is liable for depreciation of the Products resulting from a manner of handling the Products beyond that which is permitted under paragraph 4. CBB is entitled to charge this depreciation to the Consumer, which may or may not be offset against any payment already received



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from the Consumer.

7. Return of the Products must take place within fourteen days after the Consumer has dissolved the Distance Contract in accordance with the provisions of paragraph 3.

8. If the Consumer exercises the right of rescission, the costs of returning the Products shall be borne by the Consumer.

9. CBB shall refund any payment already received from the Consumer with regard to the part of the order that is returned, minus any reduction in value, as soon as possible, but no later than within fourteen days after dissolution of the Distance Contract, provided that the Products have been received back by CBB, or it is proven by the Consumer that the Products have actually been returned. CBB is not obliged to refund the additional costs if the Consumer has expressly opted for another manner of standard delivery than the least expensive manner proposed by CBB when placing the order.

ARTICLE 6. | TERMS

1. All execution and/or delivery terms to which CBB has committed itself vis-à-vis the Other Party are indicative, non-final terms.

2. For the fulfilment of these terms CBB may also be dependent on the Other Party or third parties.

3. In the event that late fulfilment is the result of a circumstance not attributable to CBB, or force majeure within the meaning of Article 10, the obligations of CBB shall be suspended for the duration of the force majeure situation, without the Other Party being entitled to compensation for damages or any other compensation. The

provisions of the remainder of Article 10 shall in such case apply necessary changes.

4. In the event that the late compliance is the result of a circumstance attributable to CBB, CBB shall not be in default until the Other Party has given written notice of default to CBB, in which a reasonable term for compliance is stated, and CBB is still in default of compliance after the expiry of the last-mentioned term.

5. In the event that for the execution of the Agreement CBB depends on information to be provided by the Other Party or efforts to be undertaken in any other manner, and this information is not provided on time or these efforts are not undertaken on time, CBB shall be entitled to suspend the execution and/or delivery for the duration of the delay.

6. Default by CBB due to a circumstance attributable to CBB, as referred to in paragraph 2, shall entitle the Other Party to dissolution of that part of the Agreement to which the default relates, but shall never entitle it to additional compensation.

ARTICLE 7. | DELIVERY OF PRODUCTS

1. Unless expressly agreed otherwise In Writing, the delivery of physical Products shall take place by shipping them to the delivery address provided by the Other Party. If no delivery address has been specified by the Other Party, the invoice address shall be deemed to be the delivery address.

2. The delivery of digital content takes place by means of making available a download in a manner to be determined by CBB, but which is appropriate.



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3. CBB is entitled to deliver orders in parts. In that case the consideration period of the Consumer, as referred to in Article 5, insofar as applicable, shall only commence at the moment the last partial delivery from the order has been received by or on behalf of the Consumer.

4. The risk of loss and damage to physical Products shall pass to the Other Party at the time the Products are received by or on behalf of the Other Party.

5. In the event that the agreed delivery term is exceeded, without prejudice to the provisions regarding default by CBB in Article 6, the Other Party shall never be entitled to refuse to take receipt of or accept the Products and/or to pay the amount owed by it to CBB pursuant to the Agreement.

6. If, in the case of physical Products, the Products could not be delivered due to a circumstance attributable to the Other Party, CBB shall be entitled to store the Products for the expense and risk of the Other Party, without prejudice to the obligation of the Other Party to pay CBB the amount it owes pursuant to the Agreement. The extra costs to be incurred in connection with the non-receipt by the Other Party as referred to here, such as extra delivery costs, will therefore be borne by the Other Party. The provisions of this paragraph shall not affect the fact that the risk of loss and damage to the Products shall not pass to the Consumer until the Products have been received by or on behalf of the Consumer.

ARTICLE 8. | TOLERANCES, EXAMINATION AND COMPLAINTS

1. The properties of the Products to be supplied under the Agreement stated and/or shown in the offer, the Agreement as such or in any other way by CBB may deviate in minor points from what is actually supplied. All minor deviations in properties or characteristics of the Products, which the Other Party should reasonably tolerate, such as minor deviations in color, size, structure, finish and weight are considered as subsidiary points. The presence of minor deviations will not give the Other Party a reason to suspend its obligations under the Agreement, to dissolve the Agreement wholly or partially or to claim damages or any other compensation.

2. At the moment of delivery of the Products the Other Party must immediately investigate whether the nature and quantity thereof comply with the Agreement. If in the opinion of the Other Party the nature and/or quantity of the Products do not comply with the Agreement, the Other Party must immediately notify CBB thereof In Writing

3. The provisions of paragraph 2 are without prejudice to the mandatory statutory complaint period of two months for Consumers, as regulated in Article 7:23 of the Dutch Civil Code.

4. If the Other Party fails to complain in a timely manner, no obligation arises for CBB from such complaint by the Other Party.

5. Even if the Other Party complains in time, the obligation of the Other Party to pay in time remains, without prejudice to the mandatory legal rights of Consumers in this regard.



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6. Physical Products, subject to the provisions of Article 5, can never be returned without CBB's prior written consent.

7. Products are only supplied with warranty if and to the extent that this has been expressly agreed In Writing, on the understanding that any warranty provided by CBB shall not affect the mandatory legal rights and claims that Consumers may assert against CBB (conformity).

8. Any applicable warranty (also including a claim on the basis of non-conformity) shall in any event lapse if a defect in the Product is the result of an external cause or cannot otherwise be attributed to CBB.

This shall include, but not be limited to, defects arising after delivery as a result of damage, natural wear and tear, molestation damage, incorrect or injudicious treatment, incorrect or injudicious use, use contrary to any operating instructions or other instructions of or on behalf of CBB, failure to maintain the goods supplied competently and regularly or to have them maintained, and making changes to the goods supplied, including repairs that have not been performed with the prior written consent of CBB.

9. The Other Party can only invoke the provisions of the previous paragraphs if the Other Party has fulfilled all its payment obligations arising from the Agreement.

10. If a Consumer's complaint, in connection with a Distance Contract, cannot be resolved by mutual agreement, the Consumer may submit the dispute to the Disputes Committee via the ODR platform (ec.europa.eu/consumers/odr/).

ARTICLE 9. | SUSPENSION AND DISSOLUTION

1. CBB is authorised, if the circumstances of the case so reasonably justify, to suspend implementation of the Agreement or to fully or partially dissolve the Agreement with immediate effect, if and to the extent that the Counterparty fails to perform its obligations under the Agreement, or fails to do so on time or in full, or if after the conclusion of the Agreement circumstances became known to CBB which give CBB good reason to suspect that the Counterparty will not perform its obligations. If the performance of the obligations of the Other Party in respect of which it fails or threatens to fail is not rendered impossible on a permanent basis, the authority to dissolve shall arise only after the Other Party has been given notice of default In Writing by CBB, in which notice of default a reasonable term is stated within which the Other Party can (still) perform its obligations and performance has still not been effected after the expiry of the last-mentioned term.

2. If the Other Party is in a state of insolvency, has applied for a (temporary) moratorium, its goods have been attached or in cases where the Other Party cannot freely dispose of its assets in any other manner, CBB is entitled to dissolve the Agreement with immediate effect, unless the Other Party has already provided adequate security for the performance of its payment obligations.

3. The Other Party shall never claim any form of compensation in connection with the right of suspension or dissolution exercised by CBB.



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4. The Other Party is obliged to compensate CBB for the damage it suffers as a result of the suspension or dissolution of the Agreement.
5. If CBB dissolves the Agreement, all claims against the Other Party shall be immediately due and payable.

ARTICLE 10. | FORCE MAJEURE

1. CBB shall not be bound to comply with any obligation under the Agreement if and in so far as it is impeded in doing so as a result of a circumstance for which it cannot be held accountable under the law, a legal act or generally accepted practice. In addition to the relevant definitions in the law and in case law, force majeure shall be understood to mean errors or failures on the part of third parties engaged by CBB in the implementation of the Agreement over which CBB has no reasonable control.
2. Insofar as a situation of force majeure renders compliance with the Agreement permanently impossible, the Parties shall be entitled to dissolve the Agreement with immediate effect.
3. If upon the occurrence of the force majeure situation CBB has already partially fulfilled its obligations or can only partially fulfil its obligations, it shall be entitled to separately charge the part of the Agreement already performed or the part that can be performed, as if it were an independent Agreement.
4. Damage resulting from force majeure shall never be eligible for compensation, without prejudice to application of the previous paragraph.

ARTICLE 11. | PRICES AND PAYMENTS

1. Unless expressly agreed otherwise In Writing, in the case of orders other than through the Web Shop, additional costs shall be borne by the Other Party:
 - Start-up costs: 12 euros for a new order and 6 euros for a reprint;
 - Administrative costs, unless it concerns the delivery of digital content other than audio: 12 Euros per invoice. Multiple assignments carried out in the same month will be invoiced by means of a single collective invoice, unless the Other Party has expressly indicated otherwise In Writing, in which case an administrative charge of 6 Euros per invoice relating to assignments in the same month will be added.
 - If a customer has indicated that each order should be listed on a separate invoice then the cost per invoice is 6 euros. If there is only one invoice per billing period then of course it is merely 12 euros.
2. If the price is offered on the basis of subsequent calculation, the actual number or the actual duration will be charged to the Other Party on the basis of subsequent calculation.
3. All amounts stated by CBB and owed by the Other Party are exclusive of VAT, with the understanding that an offer aimed at Consumers states amounts that include VAT.
4. CBB is not obliged to (further) implement the Agreement for as long as the Other Party is in default of payment of any current and already due payment obligation to CBB.
5. Payments shall be made in one of the manner(s) designated by CBB and within the term stated by



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CBB. In the event of bank transfers CBB applies a standard payment term of 30 days after invoice date, but may deviate from this in individual cases.

6. In the event of payment by direct debit, if the authorisation is withdrawn by the Other Party, or if a payment cannot be collected automatically or is reversed, CBB shall be entitled to charge the Other Party administration costs to be determined within reason and to demand the outstanding payment, including these administration costs, by means of a bank transfer.

7. CBB is entitled to make the invoices that are due to the Other Party available to it exclusively by e-mail.

8. The Other Party is always obliged to pay without appeal to suspension or settlement, except insofar as the law, for the benefit of the Consumer, prevents this.

9. If payment is not made on time, the Other Party will be in default by operation of law. From the day on which such default commences, the Other Party shall owe the statutory (commercial) interest rate applicable to the outstanding amount.

10. All reasonable costs, both judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Other Party shall be borne by the Other Party.

ARTICLE 12. | LIABILITY AND INDEMNIFICATION

1. The Other Party shall bear the damage caused by inaccuracies in the methods required by the Other Party, inaccuracies or incompleteness of the information provided by the Other Party, any other failure in the performance of the obligations of the Other Party arising from the law or the Agreement, as well as any other circumstance that cannot be attributed to CBB.

2. If in the performance of the Agreement the Other Party provides CBB with goods that are protected under the Copyright Act or any other intellectual property right, the Other Party guarantees that no infringement is made of the intellectual property rights of third parties and indemnifies CBB in and out of court against all consequences arising from the use, reproduction and/or reproduction thereof.

3. Except in the event of intent and wilful recklessness on its part, CBB shall never be liable for indirect loss, including any loss suffered, loss of profit and loss resulting from business interruption.

CBB shall, without prejudice to the provisions of the rest of these General Conditions and in particular the provisions of paragraph 5, only be liable in respect of the Other Party for direct loss which the Other Party suffers as a result of an attributable failure by CBB to perform its obligations under the Agreement. Culpable shortcoming shall be understood to mean a shortcoming that a professional acting with due care can and should avoid, all this with



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due observance of normal caution and the professional knowledge and means required for the performance of the Agreement. Direct damage is exclusively understood as follows:

- the reasonable costs of determining the cause and extent of the damage, in so far as the determination relates to damage that qualifies for compensation within the meaning of these general terms and conditions;
- any reasonable costs incurred to have the defective performance of CBB comply with the Agreement, in so far as they can be attributed to CBB;
- reasonable costs incurred to prevent or limit damage, in so far as the Other Party demonstrates that these costs have resulted in limiting the direct damage within the meaning of these General Terms and Conditions.

4. In the event that CBB is liable for any damage, CBB shall at all times be entitled to remedy such damage. The Other Party shall give CBB the opportunity to do so, whereupon any liability of CBB in this regard shall cease.

5. The liability of CBB shall be limited to a maximum of the invoice value of the Agreement, or at least to that part of the Agreement to which the liability of CBB relates.

6. In deviation from the statutory limitation period, the limitation period for all claims and defences against CBB shall be one year. In deviation from the previous sentence, claims and defences to which Consumers are entitled that are based on facts which would justify the assertion that the delivery is not in accordance with the Agreement, shall lapse on the expiry of two years.

7. The Other Party indemnifies CBB against any third party claims for damage the cause of which is attributable to parties other than CBB. In the event that CBB should be addressed by third parties on this ground, the Other Party shall be obliged to assist CBB both extra-judicially and judicially and immediately do all that may reasonably be expected of it in that event. Should the Other Party fail to take adequate measures, CBB shall be entitled to do so itself, without notice of default. All costs and damage on the part of CBB and/or third parties that has thereby occurred shall be fully borne and at the risk of the Other Party.

8. With respect to delivery to Consumers, the limitations in this article do not extend beyond what is permitted under Article 7:24 paragraph 2 of the Dutch Civil Code.

ARTICLE 13. | INTELLECTUAL PROPERTY

1. CBB or its licensors reserve all rights of intellectual property in relation to the Products and parts thereof, as well as the trade name, logos and texts, visual materials and other content of any nature whatsoever displayed on the website of CBB/in the Webstore. It is prohibited for the Other Party to reproduce these goods or have them reproduced or to publish or distribute them or have them used in any other manner other than that arising from the nature or purpose of the Agreement or the normal use of the website of CBB Webstore.

2. Products may only be used by the Other Party or its legal successor for the purposes intended by the Parties at the time of entering into the



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Agreement and thus may not be reproduced, processed or passed on to third parties without the prior written permission of CBB or the third party entitled thereto. The Other Party is not permitted to use parts of a supplied Product as part of another production. Nor is it permitted to modify a supplied Product without the prior Written consent of CBB or the third party entitled thereto.

3. A breach of the provisions of the previous paragraphs that is attributable to the Other Party gives CBB the right to claim immediate termination of the breach, as well as damages to be determined on the basis of the nature and extent of the breach.

4. Unless expressly agreed otherwise In Writing, the Agreement does not include conducting research into the existence of patent rights, trademark rights, drawing or model rights, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Other Party.

ARTICLE 14. | RETENTION OF TITLE

1. All physical Products delivered by CBB shall remain its property until the other party has properly performed all (payment) obligations under the relevant Agreement.

2. Except insofar as is reasonably permissible in the context of its normal business operations, the Other Party is prohibited from selling, pledging or encumbering in any other way the Products that are subject to retention of title.

3. The Other Party is obliged to store the Products delivered under retention of title with the necessary care and as the recognizable property of CBB.

4. If third parties levy attachment on the Products that are subject to CBB's retention of title, or wish to establish or enforce rights to them, the Other Party is obliged to notify CBB thereof as soon as possible.

5. In the event of breach of the provisions of this article or onward delivery by the Other Party in the ordinary course of its business, the amount owed by the other party to CBB shall become immediately due and payable in full.

6. The Other Party gives unconditional permission to CBB or third parties designated by CBB to enter all those places where the Products subject to retention of title are located. The Other Party shall at CBB's first request provide all information necessary for the exercise of its proprietary rights, on pain of an immediately due and payable penalty of € 100.00 for each day that the Other Party is in default and without CBB having to give the Other Party notice of default. All reasonable costs in connection with the exercise of the property rights of CBB shall be for the account of the Other Party.

7. If the Other Party has fulfilled its obligations after the Products have been delivered to it by CBB, the retention of title in respect of these Products shall revive if the Other Party fails to fulfil its obligations under a subsequently concluded Agreement.



ARTICLE 15. | FINAL PROVISIONS

1. Any Agreement and all legal relationships arising therefrom between the Parties shall be governed exclusively by Dutch law.
2. Before resorting to the courts, the Parties are obliged to make every effort to settle the dispute in mutual consultation.
3. Except in so far as the law imperatively prevents this under the given circumstances of the case, only the competent court in the district of CBB's place of business shall be designated to take cognisance of any legal disputes between the Parties.