

# General Terms and Conditions

1. Definitions
 

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

  - 1.1 Assortment: the available (news)papers, magazines, and other periodical publications from which the Cuttings Service selects the Press Cuttings.
  - 1.2 Order: the agreement between the Cuttings Service and Customer for the selection and supply of Press Cuttings.
  - 1.3 Customer: the person who supplies the Cuttings Service with the Order.
  - 1.4 Press Cutting(s): the relational contribution(s) and/or other contributions (including graphics, excluding drawings or photos) to be selected from the Assortment by the Cuttings Service in relation to an Order and delivered to the Customer).
  - 1.5 Cuttings Service: the contracting party of Customer stated in the order confirmation, being Knipsel Info Service B.V..
  - 1.6 Stichting PRO: The foundation for publication and reproduction rights, founded by the Nederlandse Uitgeversbond, which has entered an agreement with the Cuttings Service for the use of Press Cuttings on behalf of publishers of newspapers, magazines, and other periodical publications.
2. General Terms and Conditions, quote, and Order
  - 2.1 These General Terms and Conditions apply to all quotes, Orders, and deliveries from the Cuttings Service. Deviations from these General Terms and Conditions are only possible insofar as agreed in writing. The Cuttings Service does not accept referrals by Customers to own purchase conditions or other terms and conditions, unless the Cuttings Service confirms these in writing.
  - 2.2 The Order takes place when and because the Cuttings Service implements Customer's request for the selection and/or delivery of Press Cuttings. As soon as possible after receipt, Customer is required to sign and return the order confirmation, including but not limited to, the search criteria, the method of delivery, and conditions for use of the Press Cuttings, sent by the Cuttings Service. If the order confirmation is not returned in a timely fashion, the Cuttings Service is entitled to suspend the selection and sending of Press Cuttings.
3. Implementation of Order
  - 3.1 Customer shall provide the Cuttings Service with all information necessary for the correct implementation of the Order. This includes, among other things, informing the Cuttings Service in the correct manner about the search criteria to be used for the selection of Cuttings and the necessary refinements to these criteria (e.g. in the event that the specified search criteria at the Cuttings Service may lead to different interpretations of the search criteria).
  - 3.2 The Cuttings Service shall endeavour to select the Press Cuttings as completely as possible from an Assortment that is as extensive as possible based on the search criteria provided by Customer. The Cuttings Service determines the Assortment. Only if the Cuttings Service further specifies (read: more or less extensively) the Assortment in the Order confirmation is the Cuttings Service beholden to these further specifications of the Assortment. The size and content of the Assortment (including the Assortment further specified in the Order agreement) may vary over time and is also dependent on the continued existence of newspapers, magazines, and other periodical publications, and on the publishers of those periodicals (or Stichting PRO) with whom the Cuttings Service has entered into agreements regarding the use of the Press Cuttings. The business/economical arguments of the Cuttings Service may also influence the size and content of the Assortment. Customer shall be provided a recent overview of the Assortment if he requests this.
  - 3.3 The Cutting Service shall make the Cuttings available to the Customer in the manner agreed in the order confirmation.

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4. Stichting PRO
- 4.1 Stichting PRO manages the intellectual property rights of the Press Cuttings that the Cutting Service supplies to the Customer. Stichting PRO has attached conditions to the use of the Press Cuttings, including the payment of a usage fee for the Press Cuttings via the Cuttings Service. Other conditions of Stichting PRO are included in Article 5 of these General Terms and Conditions and in the Order confirmation. Customer declares to accept these conditions and that Stichting PRO checks whether these conditions are met.
- 4.2 In order for Stichting PRO to check the payment of the usage fee and in relation to Stichting PRO checking the compliance with the conditions for the use of the Press Cuttings, the Cuttings Service is required to inform Stichting PRO about the content of Customer's Orders with the Cuttings Service. Customer declares that it agrees with this.
5. User rights
- 5.1 The Press Cuttings sent to Customer are exclusively meant for personal and internal use by Customer, unless agreed otherwise in the order confirmation. If Customer is a legal person, 'personal and internal use by Customer' means: use within the business, organisation, or institution of Customer. ~~If Customer is a natural person, personal and internal use by Customer means use by Customer himself.~~
- 5.2 The following information serves as explanation: ~~if Customer is a legal person, Customer may exercise reprographic reproduction of the received Press Cuttings (copying from paper to paper) if Customer has entered an agreement with Stichting Reprorecht (Reprographic Reproduction Rights Foundation) for the reprographic reproduction of articles from daily, news, or weekly papers and magazines. These reprographic copies may only be provided to those who work within the business, organisation, or institution of Customer. For more information, Customer is referred to the general terms and conditions for reprographic reproduction of Stichting Reprorecht.~~
- If customer is a natural person, customer may only exclusively affect reprographic reproduction of the received Press Cuttings (copying from paper to paper) for their own exercise, studies, or use.
- 5.3 The Press Cuttings (or copies thereof) sent to Customer may not be provided to third parties. ~~The Press Cuttings (or copies thereof) sent to client may also not be stored in an electronic archive or intranet. All this has been agreed unless otherwise in writing.~~
- 5.4 Additional user right with respect to the Press Cuttings may be agreed in the Order confirmation for the fees stated therein. The fees to be charged for the additional user rights in the first place apply to all delivered Press Cuttings, unless customer can demonstrably and controllably show to which Press Cuttings the additional use is limited.
6. Changes
- 6.1 Customer may request changes to the (implementation of the) Order from the Cuttings Service. Such a request may involve the change of search criteria, the desired user rights, the Assortment, the desired supply of the Press Cuttings. The changes of the Order can take effect once and because the Cuttings Service implements Customer's request for change. Customer is required to sign and return the confirmation of changes to the order (an amended Order confirmation) sent by the Cuttings Service as soon as possible after receipt. If this confirmation is not returned in a timely fashion, the Cuttings Service may suspend the selection and sending of Press Cuttings or continue the selection and sending of Press Cuttings on the basis of the order confirmation dating from before the request for change.
- 6.2 The Cuttings Service strives to process and implement Customer's requests for change (if these are a part of the possibilities offered by the Cuttings Service) as soon as possible. If Customer relays the request for change to the Cuttings Service via the phone, Cuttings Service cannot ensure the correct processing or implementation thereof.

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- 6.3 Cuttings Service will still send Customer Press Cuttings that have been selected before the Cuttings Service received Customer's request for change and these will be charged to Customer. To these Press Cuttings, the conditions apply as agreed in the Order confirmation dating from before the request for change apply.
- 6.4 The Cuttings Service is entitled to change the (implementation of the) Order if a change in the agreements with Stichting PRO or the publishers of the papers, magazines, and other periodical publications makes this necessary. The Cuttings Service strives not to implement changes earlier than fourteen days after Customer has been informed of these.
- 6.5 The costs resulting from implementation of Customer's request for change to the Order are for the account of Customer.
7. Third parties
- 7.1 The Cuttings Service is entitled to use goods and/or services from a third party or parties.
8. Duration and cancellation
- 8.1 Orders are effective for at least two months, to be counted from the moment the Cuttings Service states the start of the implementation of Customer's request for the selection and/or delivery of Press Cuttings. ~~Orders are automatically extended after the end of the agreed duration of the order with a period equal to the initially agreed period, unless the Order is cancelled in the manner described in this Article.~~
- 8.2 Each party can cancel the Order near the end of the agreement period, exclusively per registered mail and with consideration of a notice period of fourteen days. The Cuttings Service will confirm the cancellation in writing within two work days after receipt of the cancellation by Customer.
- 8.3 In addition to the general right, both parties are entitled to a full or partial cancellation of the Order with immediate effect if the other party has requested suspension of payment or is placed in a state of bankruptcy.
- 8.4 The Cuttings Service is entitled to a full or partial cancellation of the Order with immediate effect without the Cuttings Service being required to pay damages:
- a. if the Order confirmation (or the confirmation of the changes to the Order) is not returned to the Cuttings Service in a timely manner in accordance with that which is stated in Article 2.2 and 6.1; or
  - b. if customer attributively fails to comply with obligations following from the Order as they are expressed in the Order confirmation and these General Terms and Conditions and the Customer does not correct the failure within fourteen days after receiving a request to do so and pays the resulting damages and/or costs to the Cuttings Service; or
  - c. if the Cuttings Service is no longer able to supply Press Cuttings to Customer in a business-economically responsible way due to changes in circumstances; or
  - d. if Stichting PRO or the publishers make it reasonably impossible for the Cuttings Service to carry out the order.
9. Fees
- 9.1 Customer owes fees for this Order, these are calculated by applying the agreed fees excluding VAT and transport costs. The bank costs made by the Cuttings Service are also charged to customer.
- 9.2 The payment amount for the Order consists of the subscription fee for the duration of the Order and a fee per delivered Press Cutting. ~~If the fee per delivered Press Cutting is part of the fee owed to Stichting PRO (including any surcharges) for the use of the Press Cuttings as stated in the Order confirmation.~~
- 9.3 The Cuttings Service is entitled to change the fee accordingly when the fees for services or products that are necessary for the execution of the Order are increased or decreased. The Cuttings Service shall not affect such changes earlier than fourteen days after Customer has been informed of these in writing.

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## 10. Invoicing and payment

10.1 The Cuttings Service shall invoice the subscription fee Customer owes for the agreed duration of the Order before the start of the subscription. The fee per delivered Press Cutting will be invoiced afterwards for each month.

10.2 Customer is required to pay the invoice sent by the Cuttings Service within fourteen days after the invoice date. If Customer exceeds this payment period, he is legally in default and will owe a monthly interest of 1.5% of the invoice amount and any collection costs, without further notice of default.

10.3 Cuttings Service retains the right to suspend selection and sending of Press Cuttings if the payment conditions are not met. The obligation to pay the subscription fee Customer owes continues during the period of suspension.

## 11. Liability

11.1 Excepting instances of damages caused by intent or gross negligence of the Cuttings Service, the Cuttings Service is not liable for direct or indirect damages caused by not (correctly) carrying out the Order. In all instances, the liability of the Cuttings Service is limited to the paid subscription fees for two months and notwithstanding the agreed duration of the Order.

11.2 Liability of the Cuttings Service for indirect damages, including consequential damage, lost profits, lost savings, and damages from business stagnation is in all instances excluded.

## 12. Claims

12.1 Claims on implementation of the Order that may be handled are limited to claims concerning Press Cuttings delivered by the Cuttings Service which are not intended for the Customer or do not meet the search criteria Customer has provided. No grounds exists for claims if the delivered Press Cuttings meet Customer's search criteria but Customer is of the opinion that these do not have any informational value for him.

12.2 Customer is required to return Press Cuttings that are not intended for him or that do not meet Customer's search criteria to the Cuttings Service within five days after receipt (in case of digital delivery, Customer shall also destroy all copies of the Press Cuttings) including a written declaration with reasons for the return.

12.3 In case return (and where applicable: destruction) of the Press Cuttings takes place within five days and the Press Cuttings appear not to have been intended for Customer or do not meet Customer's search criteria, Cuttings Service shall credit the costs of these Press Cuttings themselves. If the five day period has lapsed, it is assumed Customer has accepted the sending concerned and Cutting Service is not required to proceed with crediting.

## 13. Force majeure

13.1 Neither party is required to meet any obligation resulting from an Order if they are unable to do so due to force majeure. Force majeure for the Cuttings Service includes force majeure of the suppliers of the Cuttings Service.

## 14. Confidentiality

14.1 Each party is obliged to confidentiality towards third parties of all confidential data, in whichever form, that have been acquired from the other party. This confidentiality obligation does not include information which the Cuttings Service will need to provide to Stichting PRO as meant in Article 4.2.

14.2 Each party shall exclusively use the information under a confidentiality obligation acquired from the other party for the purpose for which the information was acquired.

## 15. Transference

15.1 Transference of rights and obligations from the Order to a third party can only occur if this is agreed with the Cuttings Service in writing.

## 16. Applicable law and disputes

16.1 Dutch law applies to the Orders.

16.2 All disputes resulting from an Order will exclusively be presented to the competent court (including the provisional judge) in Amsterdam.