



Terms and Conditions Slowdocs Publishers webshop

September 2016

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ARTICLE 1 - DEFINITIONS

In these General Terms and Conditions the following terms shall be capitalized. These terms shall mean:

1. **'Reflection period'**: the period within which the Customer may use its right of withdrawal.
2. **'Right of withdrawal'**: the option of the Customer to withdraw from the distance agreement within the reflection period.
3. **'Slowdocs Publishers'**: means registered seller at www.slowdocs.com (see Article 2 – Identity of Seller).
4. **'Customer'**: a natural person not acting in the exercise of a profession or business who concludes a distance Agreement with Slowdocs or a natural person acting in the exercise of a profession or business who concludes a distance Agreement with Slowdocs Publishers.
5. **'Agreement'**: any agreement concluded between Slowdocs Publishers and the Customer in the context of an organized distance sales or service system without the simultaneous physical presence of Slowdocs Publishers and Customer and which, up to and including the moment at which the agreement is concluded, makes exclusive use of one or more means of distance communication.
6. **'Acknowledgement of receipt'**: the acknowledgment of receipt, as defined in Article 3.2 of these Terms and Conditions.
7. **'Product(s)'**: the Product or Products that at the conclusion of an Agreement between Slowdocs Publishers and the Customer by or through the Slowdocs Webshop shall or should be delivered to the Customer within an agreed period, for which Customer shall pay a certain price;
8. **"Force Majeure Event"**: means any circumstances beyond Our reasonable control, including (but not limited to) accidents, flood, fire, natural disasters, industrial disputes, as a result of which the Goods are unavailable.
9. **'Website'**: www.slowdocs.com, where Slowdocs Publishers sells products to both national and international customers.
10. **'General Terms and Conditions'**: these general terms and conditions of webshop.

ARTICLE 2 – IDENTITY OF SELLER

Paul van der Stap Fotografie

Trading names: Uitgeverij Slowdocs, Titojoe documentaries, Slowdocs Publishers

Hobbemastraat 63
3817PR Amersfoort
The Netherlands

Phone: +31-6-52018688

E-mail: slowdocs@xs4all.nl, paul@titojoe-docs.nl

KvK-number: 32164283

VAT-identification number: NL 155268491 B01

ARTICLE 3 - SCOPE

2.1 These Terms and Conditions apply to all distance offers, orders and Agreements concluded with the Customer through the Website of Slowdocs Publishers and where Slowdocs Publishers is the supplier. The Customer expressly accepts these Terms and Conditions when concluding an Agreement between the Customer and Slowdocs Publishers, through the procedure as described in Article 3 of these Terms and Conditions.

2.2 Before the distance Agreement is concluded, the text of these Terms and Conditions shall be made available to the Client in such a way that it can be easily stored on a durable data carrier by the Customer.

2.3 Deviations from the provisions of these Terms and Conditions may only take place with the written approval of Slowdocs Publishers, in which case the other provisions of these Terms and Conditions shall remain in full force.

2.4 All rights and claims, as stipulated in these Terms and Conditions and in any further Agreements on behalf of Slowdocs Publishers, are also stipulated on behalf of intermediaries and other third parties engaged by Slowdocs Publishers.

2.5 Slowdocs Publishers has the right to change these Terms and Conditions and the content of its Website.

ARTICLE 4 - OFFERS/AGREEMENTS

3.1 If Slowdocs Publishers should increase the purchase price of the product pursuant to a statutory regulation or a final and nonappealable court ruling, it will notify the Customer of this immediately in writing (by letter or e-mail). The Customer shall, in such case, be entitled to terminate this Agreement by giving written notice to Slowdocs Publishers (by letter or e-mail). Slowdocs Publishers is not bound by its offer in the event of printing, typographical or programming errors in its catalogues, mailings or on the Website. Slowdocs Publishers is not liable for the consequences of inaccurate or incomplete information in its catalogues, mailings or on the Website.

3.2 The Agreement is concluded at the time of acceptance by the Customer of the offer and the fulfilment of the corresponding conditions. If the Customer has accepted the offer electronically, Slowdocs Publishers shall immediately confirm receipt of the acceptance of the offer electronically. Until the receipt of this acceptance has been confirmed, the Customer may terminate the Agreement.

3.3 Slowdocs Publishers may investigate, within the statutory parameters, whether the Customer can meet its payment obligations and investigate all those facts and factors that are important for the responsible conclusion of a distance Agreement. If Slowdocs Publishers on the basis of this investigation has sound reasons for not entering into the Agreement, it is entitled to refuse an order or request giving reasons or to attach special conditions to the performance of the Agreement.

3.4 The Acknowledgement of receipt shall in each case contain the following information:

- (a) a description of the Product that is purchased by the Customer and the number of Products purchased by the Customer;
- (b) the price of the Product(s), including taxes;
- (c) the name, residential address, delivery address of the Customer(s) where the Product(s) should be sent, billing address (if different from the residential address and/or delivery address), e-mail address and telephone number of the Customer;
- (d) any costs of delivery;
- (e) the order number of the Agreement.

3.5 The Agreement contains all arrangements made between the Customer and Slowdocs Publishers and replaces all previous Agreements, schemes and/or arrangements between the Customer and Slowdocs Publishers.

3.6 The administration of Slowdocs Publishers applies as evidence, subject to evidence to the contrary, of the Orders placed by the Customer to Slowdocs Publishers, of payments made and of deliveries carried out by Slowdocs Publishers. Slowdocs Publishers recognizes that electronic communication can serve as evidence. By accepting these Terms and Conditions, this is also recognized by the Customer.

ARTICLE 5 - CONTRACT BETWEEN US

5.1. Any contract for purchases made through the website will be with Slowdocs Publishers / Paul van der Stap Fotografie (see Article 2).

5.2. Slowdocs Publishers must receive payment of the whole of the price for the goods that you order before your order can be accepted, and the contract formed. Payment is not taken until the point of despatch of the goods to you from our distribution centre. Once payment has been received Slowdocs Publishers will confirm that your order has been received by sending an email to you at the email address you provide in your registration form. The shipment email will include your name, the order number and the total price. Slowdocs Publishers acceptance of your order brings into existence a legally binding contract between us on these terms. Any term sought to be imposed by you in your order will not form part of the contract.

5.3. Slowdocs Publishers are entitled to withdraw from any contract in the case of obvious errors or inaccuracies regarding the goods appearing on our website. If an error or inaccuracy is discovered with regards to the advertised price of the goods that you have ordered, we will contact you as soon as possible by email. This will be to inform you of the correct price of the goods, and to ask you if you wish to continue with the order at the amended price, or to cancel the order altogether.

ARTICLE 6 - RIGHT OF WITHDRAWAL

6.1 After the Customer has received the Products ordered by it, the Customer is entitled to terminate the underlying Agreement with Slowdocs Publishers within 14 calendar days after receipt of this Product. The Customer is not required to give a reason for this. This provision does not apply to Products:

- a. that are altered by Slowdocs Publishers in accordance with the Customer's specifications;
- b. that are clearly of a personal nature;
- c. that by their nature cannot be returned;
- d. that quickly become obsolete or spoil;
- e. for which the price depends on fluctuations in the financial market, over which Slowdocs Publishers has no influence;
- f. such as individual newspapers and magazines;
- g. such as audio and video recordings and computer software of which the Customer has broken the seal;

6.2 If the Customer wishes to terminate the Agreement pursuant to Article 6.1 of these Terms and Conditions, the Customer should inform Slowdocs Publishers of this in writing (by e-mail or letter). The Customer is required to return the Product to Slowdocs Publishers as soon as possible or within 14 calendar days. The Customer must bear the cost and risk of returning the Product.

6.3 The payments made by the Customer at the time that the Customer cancels the Agreement with Slowdocs Publishers, pursuant to Articles 6.1 and 6.2 of these Terms and Conditions, shall be repaid by Slowdocs Publishers to the Customer within 14 calendar days after Slowdocs Publishers has been informed of the decision by the Customer to cancel the Agreement, including delivery charges (but excluding any additional costs resulting from the choice of the Customer for a different delivery than the cheapest standard delivery provided by Slowdocs Publishers). Repayment shall be made by the same method of payment used by the Customer in the original transaction, unless the Customer has explicitly agreed otherwise; in both cases no fee will be charged to the Customer for such repayment.

6.4 If a Product is returned that, in the opinion of Slowdocs Publishers, has suffered damage or has been reduced in value as a result of the treatment of the Product(s) which exceeded that which was necessary to determine the nature, characteristics and functioning of the Product(s), then Slowdocs Publishers shall notify the Customer of this in writing (by letter or e-mail). Slowdocs Publishers is entitled to deduct the reduction in value of the Product as a result of this damage from the amount payable to the Customer.

ARTICLE 7 - RETURNS

7.1 If, within 30 calendar days after the Customer has received the Product, the Product is found to have a defect or the Customer is of the opinion that the Product does not reasonably meet its requirements, the Customer has two options:

- (a) the Customer may request Slowdocs Publishers in writing (by letter or e-mail) for the replacement or the delivery of the missing or defective part of the Product; or
- (b) the Customer may terminate the Agreement with Slowdocs Publishers, by informing Slowdocs Publishers of this in writing (by letter or e-mail).

7.2 If the Customer asks Slowdocs Publishers to replace or deliver the missing part of the Product, the Customer must return the Product to Slowdocs Publishers. Slowdocs Publishers shall then replace the Product within a reasonable time after it has received the Product from the Customer and send it back to the Customer. The cost of the return shipment by the Customer, the replacement of the Product, and the return of the Product to the Customer shall be for the account of Slowdocs Publishers, unless it is plausible that the missing (part of the) Product or the defect to the Product is attributable to the Customer or is otherwise for the account and risk of the Customer. In such case, Slowdocs Publishers is not required to repair the defect to the Product or add the

missing part to the Product. In such case, Slowdocs Publishers shall return the Product to the Customer in the same condition as that in which it received the Product from the Customer.

7.3 If the Customer terminates the Agreement on the basis of Article 7.1 (b) of these Terms and Conditions, the Customer must immediately return the Product to Slowdocs Publishers. The costs of the return dispatch are for the account of Slowdocs Publishers. The purchase price of the Product shall be refunded within 14 calendar days to the bank account of the Customer Article 6.4 of these Terms and Conditions applies to this paragraph.

ARTICLE 8 – EXCLUDED FROM RIGHT OF WITHDRAWAL

The right of withdrawal does not apply to Products:

- a. that are altered by Slowdocs Publishers in accordance with the Customer's specifications;
- b. that are clearly of a personal nature;
- c. that by their nature cannot be returned;
- d. that quickly become obsolete or spoil;
- e. for which the price depends on fluctuations in the financial market, over which Slowdocs Publishers has no influence;
- f. such as individual newspapers and magazines;
- g. such as audio and video recordings and computer software of which the Customer has broken the seal;

ARTICLE 9 – PRICING

9.1 All prices for the Products are in Euros and include turnover tax (VAT) and other levies imposed by the government.

9.2 We will make all reasonable efforts to present accurate information but we cannot guarantee the price or our ability to supply any particular book.

Occasionally publishers may increase their prices unexpectedly, and this is often something we become aware of only upon ordering stock from them. In the event that this occurs, or in the event of a pricing error howsoever caused, we will, at our own discretion, either check with you before despatch to see if you still wish to receive the item at the new price, or cancel your order and notify you of the cancellation.

9.3 All prices are displayed in euro (€) Inc. VAT on our website.

ARTICLE 10 – WARRANTY

10.1. Subject to clause 10.2, We warrant that the Goods are of a satisfactory quality and reasonably fit for their normal purpose. We do not give any other warranties in respect of the Goods, their condition or delivery, and any warranties implied by statute are excluded to the fullest extent permissible under law.

10.2. We do not offer any warranties as to the accuracy or completeness of the information contained in any of the Goods.

10.3. These Terms and Conditions do not affect any statutory rights You may have.

10.4. If you believe that the Goods are not of a satisfactory quality, You may, within 30 days of delivery, notify Us in writing stating the reason for Your dissatisfaction. If we authorise return of the Goods and they are returned to Us in their original condition and at Your expense, We will promptly replace them or refund the Price of such Goods.

ARTICLE 11 - TRANSPORT AND DISPATCH COSTS

11.1 Transport costs are calculated separately, depending on the destination and the total amount of the order and are provided to the Customer before the Customer concludes the Agreement.

11.2 An internal order means that an employee of Slowdocs Publishers places an order. He/She accesses the webshop through a link on Slowdocs Publishers site and logs in with his/her account to place an order. To pay, the employee must enter a cost centre or budget number, building and room number for delivery.

11.3 Slowdocs Publishers determines the mode of delivery and is entitled to deliver orders in parts.

11.4 For orders from abroad, any applicable bank charges, turnover tax and import duties are for the account of the Customer. A Customer from abroad may not pay by direct debit authorisation.

11.5 Slowdocs Publishers shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond its reasonable control.

ARTICLE 12 - DELIVERY TIME

12.1 If Slowdocs Publishers and the Customer have not agreed on a specific delivery date in the Agreement, the delivery of the Product within Slowdocs Publishersopean Union shall take place as soon as possible and in any event not later than thirty calendar days after the conclusion of the Agreement. Delivery outside Slowdocs Publishersopean Union shall take place within a reasonable period of time.

12.2 If the agreed delivery period, for any reason whatsoever, is exceeded by Slowdocs Publishers, Slowdocs Publishers shall immediately notify the Customer of this in writing (by letter or e-mail). In such case, the

Customer may request Slowdocs Publishers to make the delivery within an additional period which is appropriate in the circumstances. If Slowdocs Publishers does not make the delivery within the additional period, the Customer is entitled to terminate the Agreement.

12.3 The payments made by the Customer in the context of the performance of the Agreement which is cancelled by Customer, pursuant to Article 12.2 of these Terms and Conditions, shall be repaid to the Customer by Slowdocs Publishers within 14 calendar days after Slowdocs Publishers has received the request referred to in Article 12.2.

12.4 If the Customer has sustained demonstrable damage as a result of Slowdocs Publishers exceeding the delivery period, Slowdocs Publishers shall reimburse the Customer for this damage to a maximum amount of the invoice amount, irrespective of whether the Customer has terminated the Agreement with Slowdocs Publishers.

ARTICLE 13 - PAYMENT

13.1. You shall pay Our invoice for the Price of the Goods within 7 days of the date of Our invoice, unless We agreed otherwise in writing.

13.2. If You do not pay any sums due hereunder by the due date for payment, We may charge interest on any outstanding amount at the rate of 2% per month from the due date for payment to the date payment is made.

13.3. All payments shall be made in Euro's. You are responsible for paying any bank or transmission charge in addition to the Price.

ARTICLE 14 - COMPLAINTS

14.1 All complaints related to the delivery, quality and condition of the Product or any other complaint shall be dealt with by Slowdocs Publishers.

14.2 The Customer must make a complaint to Slowdocs Publishers (details are listed in Article 2 of these Terms and Conditions).

14.3 Slowdocs Publishers shall attempt to resolve the complaint within 14 calendar days. If a complaint requires a foreseeably longer time for processing, Slowdocs Publishers shall inform the Customer of this within the period of 14 calendar days after receipt of the complaint and indicate when the Customer can expect to receive a more detailed response. Slowdocs Publishers shall inform the Customer of this in writing (by letter or e-mail).

ARTICLE 15 – INTELLECTUAL PROPERTY RIGHTS

15.1 You will not do, or permit to be done, anything that may detrimentally affect Our copyright, trade marks or any other intellectual property rights in the Goods of Slowdocs Publishers.

ARTICLE 16 - APPLICABLE LAW, MEDIATION AND DISPUTES

16.1 All Agreements concluded with Slowdocs Publishers are governed by Dutch law.

16.2 In principle, the courts have jurisdiction to hear disputes between the parties unless the parties agree otherwise.

16.3 In the event of a conflict between Slowdocs Publishers and a Customer, a natural person acting in the exercise of a profession or business, then the Rotterdam Court is authorised to take cognizance of the dispute.

16.4 In the event of a conflict between Slowdocs Publishers and a natural person not acting in the exercise of a profession or business, then a court located in the capital of the country where the individual has his actual residence has jurisdiction.

16.5 These general Terms and Conditions are translated from the original Dutch Terms and conditions as a service. In case of a conflict between English and Dutch articles, the original Dutch Terms and Conditions are leading.