

# **GENERAL TERMS AND CONDITIONS GOVERNING ALL ELECTRONIC OFFERS OF SERVICES AND GOODS BY THE EUROPEAN ASSOCIATION OF AGRICULTURAL ECONOMISTS (EAAE)**

## **1. Definitions**

In these General Terms and Conditions, the following terms have the following meanings:

- 1.1 EAAE: the European Association of Agricultural Economists that submits an offer to the Customer and/or concludes an Agreement with the Customer.

The European Association of Agricultural Economists' registered offices are at Burgemeester Patijnlaan 19, The Hague, The Netherlands.

- 1.2 Customer: the party that concludes an Agreement with the legal entity referred to under Article 1.1.
- 1.3 Agreement: all agreements concluded via the Internet whereby the EAAE enters into an obligation towards the Customer, subject to the payment of a fee, to:
- deliver services provided by the EAAE to the Customer, or to;
  - permit the Customer to take part in specific courses or symposia organised by the EAAE.
- 1.4 Conditions: these General Terms and Conditions, which govern electronic offers of Services and Goods by the EAAE.

## **2. Scope**

- 2.1 These General Terms and Conditions are applicable solely to offers the EAAE publishes on the Internet and to Agreements between the EAAE and Customer that are concluded via the Internet. The EAAE ensures that the Conditions are made available to the Customer (by electronic means) prior to or upon the conclusion of the Agreement. The conditions can also be consulted on the EAAE Internet site before placing an order.
- 2.2 The Customer can download the Conditions. The Customer bears the responsibility, as required, for saving and printing the Conditions and the Agreement, and for the accessibility of the saved version.
- 2.3 In the event that one (or more) article(s) in these Conditions should be contrary or become contrary to any statutory provisions or become null and void or nullified, then the remaining provisions shall remain in full force.
- 2.4 Supplementary and/or differing conditions – which also include the purchase conditions – of the Customer do not form part of the Agreement between the EAAE and the Customer, and consequently are not binding on the EAAE unless the EAAE has accepted those conditions in writing.

## **3. Offer, order and conclusion of the Agreement**

- 3.1 All communications between the EAAE and the Customer can be effected by electronic means, with the exception of any departures from such in the Conditions and/or the Agreement.
- 3.2 The Agreement between the EAAE and the Customer is concluded when the Customer places an order with, registers with or gives an assignment to the EAAE via the Internet and the EAAE accepts this order, registration or assignment. On placing an order, registering or giving an assignment, the Customer concurs with the applicability of these Conditions.

- 3.3 The EAAE is not under the obligation keep a filed Agreement, where relevant, accessible for the Customer. Consequently, the EAAE is not under any obligation whatsoever to make means available to the Customer to track down or correct any entry errors made by the Customer. The parties are bound by the content of the Customer's order, registration or assignment as received by the EAAE. Entry errors and other errors made on the issue of the order, registration or assignment are at the expense and risk of the Customer. The version of the relevant electronic communication saved by the EAAE counts as proof of its contents unless the contrary is proved by the Customer.
- 3.4 Electronic communications are deemed to have been received on the day on which they are sent unless the contrary is proved by the Customer. The Customer bears the risk of electronic communications which are not received as a result of problems with the delivery to and/or accessibility of the Customer's electronic mailbox, even when this electronic mailbox is accommodated at a third party.
- 3.5 The EAAE is not liable for misunderstandings, corrupted data or incorrectly transmitted orders, registrations or assignments and announcements as a result of the use of the Internet or any other electronic means of communication in the traffic between the EAAE and the Customer.

#### **4. Distance purchasing**

- 4.1 The provisions in this Article 4 are applicable solely to the extent that distance purchasing is an issue as referred to in Article 7:46a and further of the Dutch Civil Code and the Customer is a natural person who is not acting in the course of his or her profession and is not operating a company .
- 4.2 Contrary to the provisions of articles 8.1 and 8.2 of these General Terms and Conditions, the Customer referred to in Article 4.1 is entitled, within seven working days of the receipt of the Goods supplied by the EAAE or the conclusion of the distance purchasing Agreement, to dissolve the Agreement without a statement of the reasons. The Customer is required to invoke the dissolution of the Agreement by means of a written notification (post, fax) addressed to the EAAE under Article 1.1 with whom the Agreement was concluded, whereby the EAAE must have received this notification within the period referred to in the previous sentence.
- 4.3 In event of an instance as referred to in Article 4.2, the Customer shall return the delivered Goods in an undamaged condition and in sound packaging to the address of the party referred to in Article 1.1 with whom the Agreement was concluded, such whereby the delivered Goods shall be accompanied by the original shipping documents. The costs incurred in returning the Goods shall be borne by the Customer.
- 4.4 The provisions of paragraph 2 of this Article are not applicable to Agreements between the EAAE and Customer in the event that:
- a) The Goods or Services were supplied in accordance with the Customer's specifications;
  - b) The Goods or Services are evidently of a personal nature;
  - c) The Goods are of a nature such that they cannot be returned;
  - d. The Goods age rapidly;
  - e. The Goods are comprised of sealed computer equipment and the Customer has broken the seals;
  - f. The Goods are comprised of periodical publications, inclusive of newsletters and fast messages;
  - g. The Services are supplied pursuant to an agreement between the Customer and the EAAE whereby the EAAE shall commence the Services within seven working days of the conclusion of the Agreement.
- 4.5 The Customer shall need to ensure that he or she has proof of postage to prove that the delivered Goods were returned in good time and, in any case, by no later than five working days after the dissolution. The return of the delivered Goods is entirely at the Customer's expense and risk. The EAAE recommends that the Customer always returns delivered Goods by registered and insured post.

- 4.6 Delivered Goods must be returned in the same condition in which they were delivered, namely unused and undamaged, in the original and complete packaging, and together with all the accompanying documentation, certificates of guarantee, accessories and packaging materials, inclusive of the packing slip.

## **5. Prices and fees**

- 5.1 The prices and fees published and implemented by the EAAE at the time of the transaction are applicable to the Agreement between the Customer and the EAAE.
- 5.2 Unless expressly agreed otherwise in writing with the Customer, all the EAAE's prices and fees are inclusive of turnover tax, exclusive of other levies imposed by the authorities and exclusive of administration, installation, assembly, transport and shipping costs. When the price is based on the expected number of pages to be delivered then the definite price will be determined retrospectively on the basis of the actual number of pages delivered.
- 5.3 The EAAE reserves the right to adjust the prices and fees. The adjusted prices and fees are applicable to new transactions from the time at which they are published.

## **6. Invoices and payments**

- 6.1 The EAAE submits invoices to the Customer on the supply of the purchased Goods or within a reasonable period of time after the conclusion of the Agreement.
- 6.2 Unless otherwise agreed payments are made by one of the following methods:
- the Customer's authorisation to charge the amount due to the credit card specified by the Customer. In issuing the details of the credit card, the Customer declares that he or she is authorised to have the relevant payment charged to the specified credit card;
  - the Customer's issue of a once-only authorisation to debit the amount due from an bank account with a Dutch bank specified by the Customer;
  - the advance payment of the amount due by a transfer to the bank account specified on the invoice as issued by the EAAE.

## **7. Delivery and delivery times**

The EAAE shall deliver the Goods, provided that they are in stock, confirm the registration for the course/symposium, or carry out the assignment as soon as possible after receiving the order/registration/assignment from the Customer, although only once the payment has been received.

## **8. Complaints; return shipments**

- 8.1 The Customer shall submit written complaints about the delivered Goods to the EAAE within ten working days of the delivery of the Goods. This written notification must contain an explicit specification of the complaint. All claims against the EAAE relating to faulty goods lapse in the absence of an explicitly-specified complaint.
- 8.2 With the exception of the provisions of Article 4 the Customer is entitled to return Goods to the EAAE immediately solely if they are Goods that the Customer did not order or Goods that were damaged on delivery.

8.3 The Customer is under the obligation to return Goods in sound packaging, inclusive of the original shipping document and/or the original address label, accompanied by written notification of the reason(s) for returning the Goods. After the receipt of the returned Goods, the EAAE shall, after accepting or upholding the complaint, deliver the Goods the Customer ordered or undamaged Goods to the Customer as soon as possible.

## **9. Cancellation of courses, congresses or seminars**

9.1 The EAAE is entitled to cancel the Agreement with the Customer in the event of an insufficient number of participants or the registration of more than the maximum number of participants. If the EAAE cancels the Agreement, then the Customer will be reimbursed any payments, where relevant, for the course/congress/seminar.

9.2 The Customer can cancel the Agreement until 3 months before the start of the course/congress/seminar, such unless the announcement on the Internet specifies a different period. Cancellations shall be submitted in writing to the address stated on the Internet page which contained the offer for the course/congress/seminar. The EAAE will then levy the Customer cancellation charges amounting to 10% of the fee for the course/congress/seminar. The EAAE is entitled to deduct the cancellation charges from the reimbursement of the fee for the course/congress/seminar.

## **10. Intellectual and industrial property rights**

10.1 All copyrights and any other intellectual or industrial property rights, where applicable, as well as similar rights including related rights and rights protecting databanks, information and/or performances of relevance to or relating to the Goods EAAE delivers to the Customer are vested solely in EAAE. Within the context of the application of this Article 10, the "EAAE" is also understood as third parties that have granted a licence to the EAAE relating to the rights to the Goods referred to here.

10.2 The Customer recognises the rights as referred to in Article 10.1 and shall refrain from every form of direct or indirect infringement of these rights on the pain of the forfeiture of a fully due and payable penalty of €2,500 for each infringement or week in which the infringement continues, such without prejudice to the EAAE's other relevant rights.

10.3 The Customer is not permitted (and such, as necessary, in supplement to the EAAE's copyrights and related rights as referred to in Article 10.1) to reproduce, either entirely or in part, or publish any of the Goods the EAAE supplies to the Customer without prior written permission from the EAAE when such is carried out (a) for the benefit of a company, organisation or institution (b) for practice, study or use that is not of a strictly private nature (c) for reproduction in a (daily) newspaper, weekly magazine or journal (whether or not in digital form), or for broadcasting in a radio or television programme unless expressly agreed otherwise in writing.

10.4 No provision in the Agreement concluded with the Customer or the agreements between the EAAE and the Customer arising from that Agreement extends to the entire or partial transfer of the rights as referred to in Article 10.1 unless expressly agreed otherwise in writing.

10.5 The Customer is not permitted to amend (or have amended) or remove (or have removed) any notices relating to the rights as referred to in Article 10.1 or notices relating to brand names or trade names owned by the EAAE or third parties.

## **11. The EAAE's liability, and indemnification**

11.1 Although every care is taken in preparing the content of Goods supplied by the EAAE, the EAAE cannot guarantee the absence of errors or shortcomings in the content. The EAAE and the authors or editors of the Goods cannot accept any liability whatsoever for loss incurred by and/or for any errors or

shortcomings or for the Customer's use of the relevant Goods. Consequently, the EAAE accepts solely the statutory obligations to pay compensation to the extent evident from this Article 11.

- 11.2 The EAAE's total liability for an attributable failure in its obligation to supply any performance is restricted to compensation for direct loss to a maximum of the price stipulated for that performance (exclusive of turnover tax).

Within the context of this Article, "direct loss" is understood solely as:

- a. the reasonable costs that the Customer has incurred in arranging for the EAAE's performance to comply with the concluded Agreement;
- b. the reasonable costs incurred in determining the cause and amount of the loss, such to the extent that this determination relates to direct loss in the sense of this Article;
- c. the reasonable costs incurred in the prevention or limitation of loss, such to the extent that the Customer demonstrates that these costs have resulted in the limitation of direct loss in the sense of this Article.

- 11.3 The EAAE's liability for indirect loss, inclusive of consequential loss, loss of profit, lost potential savings, loss resulting from delays in the operations and any other loss than the loss referred to in Article 11.2 is excluded.

- 11.4 The EAAE is not liable for loss incurred by the Customer or any third party, irrespective of the nature and cause of the loss, resulting from the incorrect and/or inexpert use of the Goods supplied by the EAAE on the part of the Customer or any third party.

- 11.5 The EAAE's total liability for loss shall never exceed the amount paid by the EAAE's business liability insurance, such of a maximum of €100,000 and increased, where relevant, by the applicable excess.

- 11.6 The Customer indemnifies the EAAE against all claims from third parties relating to Goods supplied by the EAAE unless the courts establish that these claims are a direct consequence of gross negligence or intent on the part of the EAAE and, moreover, the Customer proves that he or she is in no way to blame.

## **12. Applicable law, and disputes**

- 12.1 All Agreements concluded between the EAAE and the Customer are governed by Dutch law, such whereby the applicability of the United Nations Convention on the International Sale of Goods of 11 April 1980 (the Vienna Sales Treaty) is excluded.

- 12.2 All disputes arising from or relating to an Agreement concluded between the EAAE and the Customer shall only be submitted to the competent court on the grounds of the place of business of the EAAE, such to the extent that this is not prevented by statutory provisions.

## **13. Miscellaneous**

- 13.1 All notifications relating to compliance with an Agreement concluded between the EAAE and the Customer and these Conditions shall be issued in writing.

- 13.2 The Customer shall bear all the extrajudicial or judicial costs incurred by the EAAE in retaining or exercising its rights against the Customer pursuant to an Agreement concluded with the Customer and/or these Conditions.

- 13.3 Any amendments and/or supplements to the Agreement concluded with the Customer or these Conditions are valid solely when laid down in writing between the parties.

- 13.4 These Conditions have been adopted by the EAAE and filed at both the Office of the District Court in The Hague and with the Chamber of Commerce for the Haaglanden.