

1. Key Definitions

1.1 **Equilibris** - Equilibris Publishing, based in Oss, the Netherlands. In these Terms and Conditions Equilibris is referred to as the Product supplier. 1.2 **Purchaser** - the person or legal entity who/which has given order for the Supply of Products. 1.3 **Products** - the books and other goods, such as CD-ROMs and other media, which Equilibris offers for sale through its website or through any other means. 1.4 **Order** - the Product or collection of Products which Purchaser has asked Equilibris to Supply. 1.5 **Agreement** - a legal Agreement is reached when Equilibris has accepted Purchaser's Order. 1.6 **Supply** - Ordered Products will be supplied on the place and time on which the Products are ready to be distributed to Purchaser.

2. General

2.1 On all Orders from Equilibris and Agreements forthcoming therefrom, these Terms and Conditions of Sale apply, unless expressly stated or expressed otherwise. These Terms and Conditions have been filed at the Chamber of Commerce in Eindhoven, the Netherlands. 2.2 When Purchaser makes an Order, he or she therewith accepts these Terms and Conditions. 2.3 These Terms and Conditions can only be deviated from after written permission from Equilibris. 2.4 All rights and claims, as established in these Terms and Conditions, apply for both Equilibris and for any intermediaries active for Equilibris, as well as for Purchaser. 2.5 These Terms and Conditions of Sale will be sent to you on request, and are available online through www.equilibris.nl. 2.6 Any supplementing or diverging terms or conditions of Purchaser, whether pertaining to trade, purchase or sale, will never constitute any part of these Terms and Conditions of Sale, unless expressly agreed to in writing.

3. Pricing

3.1 All prices are in Euro's. 3.2 Prices are exclusive of VAT and any other taxes or costs (like import-duties) which may apply. The VAT-rate for books is 6%. For all other Products (like CD-ROMs) the VAT-rate of 19% applies. Calculation of taxes and costs is done on the basis of laws and legal regulations which apply, and of which the practical consequences can be found on our website www.equilibris.nl. In the case of incorrect reflection of these in any offer or otherwise by Equilibris or its representatives, the legal regulations apply. 3.3 Prices are subject to change. 3.4 Equilibris charges a fee towards the costs of postage and packaging of Products ordered.

4. Orders and Agreements

4.1 Offers, pro-forma invoices and price-quotes made by Equilibris are entirely free of obligations, unless expressly stated otherwise. When Purchaser accepts an offer, pro-forma invoice or quotation from Equilibris, Equilibris had the right to withdraw the offer within eight days of having been informed of acceptance by the Purchaser. 4.2 A legal Agreement between Purchaser and Equilibris is reached when Purchaser places an Order, and Equilibris accepts this Order. By placing the Order, Purchaser accepts these Terms and Conditions of Sale. An Order by Purchaser is considered to have been accepted by Equilibris, when Equilibris does not notify Purchaser within twenty days of receiving the Order that the Order will not be accepted. 4.3 Equilibris reserves the right to refuse

Orders without reason given, or to attach extra terms or conditions to the Supply of the Products, unless expressly stated otherwise. 4.4 When an Order is not accepted, Equilibris will notify Purchaser by fax or e-mail within twenty days of having received the Order. 4.5 When placing an Order, Purchaser is obliged to supply all details needed to adequately deal with the transaction. 4.6 In case of Force Majeure, Equilibris reserves the right to postpone dealing with the Order, or to dissolve the Agreement without intermediation of a Court of Law, and without being liable for any damages. Force Majeure is e.g. considered to be any circumstance on which Equilibris does not, or can not within reason, have any influence on.

5. Supply

5.1 When the Agreement is reached, the Products will be sent by mail, unless otherwise arranged, either directly from Equilibris, or through intermediation of a third party appointed by Equilibris, such at the specific request of the Purchaser, or at Equilibris' discretion. 5.2 Periods of delivery are indications only. When delivery is delayed, Purchaser can not lay claims for damages or liability on Equilibris. 5.3 When a delivery period exceeds a time of 60 days for any reason, Equilibris is held to inform the Purchaser of the delay by fax or e-mail, and to allow Purchaser to dissolve the Agreement, unless agreed otherwise, or unless a longer time for delivery was stated when the offer was made. 5.4 Equilibris supplies both in the Netherlands and abroad. On Supply of Products outside the Netherlands, the Purchaser is responsible for any taxes and/or import duties. 5.5 When Purchaser owes Equilibris any amounts due, especially in the case of invoices which have not yet been paid or paid in full, Equilibris reserves the right to suspend (further) Supply until Purchaser has discharged all obligations. 5.6 In case of amounts due, Equilibris reserves the right to send purchased Products C.O.D. (Cash on Delivery), notwithstanding any other term or condition. 5.7 In case of free delivery, Equilibris always opts for the cheapest means of distribution, unless otherwise agreed. 5.8 Acceptance of the Supply by the distributor, without specific remark on the bill of freight or the receipt, is considered proof of the Supply having been in good order. 5.9 Any part of the Products supplied, including a composite Order, can be invoiced separately. 5.10 Unless notified otherwise, Supply will be to the Purchaser's last known address, at the responsibility of said Purchaser. 5.11 Equilibris reserves the right to involve third parties in the Supply of Products. 5.12 Equilibris can not accept responsibility for delays caused by third parties.

6. Subscriptions

6.1 Subscriptions can only be terminated towards the end of a subscription period by giving (three months) notice in writing. 6.2 In case of too short a notice and/or incorrect notice, the subscription is considered to have been prolonged with a full subscription period.

7. Cancellation

7.1 A party which has in any way bound itself to an Agreement with Equilibris, can not end the Agreement without the written permission of Equilibris. If such permission is granted, the other party is always still held to pay damages to an amount of at least 20% of the original invoiced

amount, as well as all costs incurred by Equilibris, with a minimum of EUR 35.

8. Claims, Complaints and Liability

8.1 Purchaser is held to inspect whether the supplied Products are in any way faulty or damaged. If Purchaser does not notify Equilibris to such effect within eight days, Purchaser is considered to have accepted the Products. 8.2 Purchaser can not make any claims against Equilibris when Purchaser has taken the Product into use, or has allowed the Product to be taken into use, or has sold the Product on. 8.3 Faults to part of the Supply do not give any rights to rejection or non-payment of the entire Supply. 8.4 Equilibris accepts no liability for claims for damages which Purchaser or any third party has suffered from incorrect contents and/or editorial inaccuracies in the Products supplied by Equilibris. 8.5 Total liability of Equilibris concerning accountable shortcomings in the Supply of any services or Products is limited to compensation of the direct damage to a maximum amount of the price (excluding taxes) agreed for said service or Product. 8.6 Equilibris is not liable for any further direct or consequential damages suffered by either Purchaser or any third party because of Equilibris not supplying, not timely supplying or incorrectly supplying any Product.

9. Returns

9.1 Returns which are sent without preceding contact and permission to return will not be accepted and will not be credited. Also, the invoice will not be withdrawn, and the obligation of payment persists. 9.2 Equilibris never accepts returns to a total amount of over EUR 350 exclusive of taxes and costs per customer per calendar year, with the exception of cases in which paragraph 8.1. or paragraph 9.4. applies. 9.3 Upon reception of the permission to return, Purchaser sends the Products with the permission to return and a copy of the invoice to the address stated in the permission. 9.4 When the return is a consequence of inaccuracies in Supply by Equilibris, the invoice will be credited entirely upon receipt of the returned Products. 9.5 When the return is a consequence of inaccuracies in the Order by Purchaser, costs of return postage are for Purchaser. In this case Equilibris reserves the right to charge extra administrative costs and to only partly credit the invoice. 9.6 Where carriers for digital information, like CD-ROMs or audio-CD's, are concerned, both on their own or accompanying another Product, the closing seal may under no circumstance be broken in case of a return. 9.7 Purchaser is expected to return the Product(s) suitably packaged, thus reasonably assuring an undamaged return to Equilibris. 9.8 Equilibris uses intermediary parties in the production and wholesale distribution of paperback editions for the convenience of a speedy and efficient worldwide distribution. Quality of these products may vary. Equilibris accepts no claims whatsoever for this variation in quality. Nor does Equilibris accept any returns whatsoever on these products, unless this has been expressly agreed with, and for the sole responsibility of, the intermediary party involved. When such an edition includes a carrier for digital information (like a CD-ROM or DVD disk), Equilibris reserves the right to supply the digital information through the internet in stead of on such a carrier.

10. Payment

10.1 Unless otherwise agreed, Purchaser is held to pay amounts due, as specified on the invoice, within 15 days of delivery, without claiming any discount, adjustment or delay of payment. When this period of 15 days is exceeded, Purchaser is held liable against Equilibris. 10.2 Equilibris always reserves the right of demanding from Purchaser payment in advance, or in cash, or to ask for securities against payment. When Products are supplied outside the Netherlands, Equilibris only accepts advance payment unless expressly agreed otherwise. 10.3 Equilibris reserves the right to charge interest on overdue payments, to a percentage of 1% per month or part of a month. 10.4 When Equilibris demands payment after the term of payment has expired, Equilibris is authorized to charge an amount of EUR 35 in administrative expenses. 10.5 When Equilibris refers to third parties to undertake the collection of accounts from Purchaser, Purchaser is liable for all costs, both legal and extrajudicial, involved. The extrajudicial costs are set at a minimum of 15% of the amount owed, with a minimum of EUR 35, and Equilibris reserves the right to claim all extrajudicial costs incurred. 10.6 In case Equilibris has claims on Purchaser from more than one Agreement or Supply, then these claims are considered to constitute a single claim, so Equilibris can assert rights on all Products supplied until Purchaser has met all obligations in full. 10.7 Payments by Purchaser will first be applied to settle all costs and interest owed. Only after these dues have been cleared, payments are used to deduct from the principal amount. 10.8 Any payments to Purchaser, i.e. in case of returns or dissolution of the Agreement, will be paid back by Equilibris no later than 21 days after having received the returned Products, or after the Agreement has been dissolved.

11. Rights of Ownership

11.1 Supplied Products remain the property of Equilibris, until all dues have been paid in full, responsibility for the Products however is transferred to Purchaser at the time of delivery. 11.2 Equilibris has the right to take back into its possession any Products supplied, which have remained the property of Equilibris under these Terms and Conditions, and through which the Agreement shall be dissolved, notwithstanding the rights which Equilibris reserves to claim all damages incurred and to be incurred by non-payment on Purchaser.

12. Intellectual and Industrial Property

12.1 Purchaser shall entirely and unconditionally respect all intellectual and industrial property rights which apply to Products supplied by Equilibris. 12.2 Equilibris does not guarantee that Products supplied to Purchaser do not infringe on any (unwritten) intellectual and industrial rights of ownership.

13. Communication

Equilibris cannot be held responsible for incorrect or delayed dispatch of communications or details of Orders between Purchaser and Equilibris, and/or between Equilibris and third parties (either through the internet or by any other means of communication).

14. Exclusion of Precedents

14.1 When Equilibris has allowed, during any period of time, and tacitly or not, deviation from

these Terms and Conditions of Sale, this deviation does not impede the right to demand immediate and strict compliance with these Terms and Conditions. Purchaser can never exert rights on the basis of Equilibris allowing any leniency in applying these Terms and Conditions.

15. Disclaimer Equilibris Website

15.1 Every care has been taken in the compilation of the information on our website to ensure that all information is up-to-date and accurate. Equilibris accepts no liability in connection with any loss, damage or inconvenience arising as a consequence of any use of, or the inability to use any information on this site. 15.2 You may access other web sites and web pages from our site and the site may refer to other web sites. These are provided purely for the convenience of any browser. No responsibility is assumed by Equilibris for the contents of linked web sites. Equilibris does not accept any liability in connection with the use of, or the inability to use, any other web site.

16. Supplementary Conditions for the Book Trade

16.1 The Terms and Conditions of Sale as stated above apply in cases which are not specifically dealt with in these supplementary conditions. 16.2 The following Terms and Conditions apply to all Equilibris Supplies to the consumer- or wholesale book trade. The definition 'Purchaser' is held to refer to the bookseller or wholesaler who has made an Agreement with Equilibris. 16.3 For the Dutch market, Purchaser is held to charging the fixed retail price as stated by Equilibris on the invoice, and shall refrain from giving or allowing to give any discount in the Netherlands in any way. Outside the Netherlands the local rules and regulations shall be adhered to. 16.4 When Purchaser and Equilibris have agreed that Purchaser can return old editions still in Purchaser's stock when a revised edition is published, these copies of said book must be returned undamaged to Equilibris within 3 months of having received the revised edition. Each month with which this term is exceeded will lead to a reduction of the amount repaid of 20%. When the returned books have been damaged, this will lead to a reduction of the amount to be repaid with at least 20%. 16.5 In case Purchaser is a wholesaler/distributor, Purchaser commits to solely supplying to either Libraries or Academic Institutions, or to recognized booksellers, registered resellers or retailers who are registered as such in an official trade register, and with the sole purpose of supplying end-users at the applicable price. Furthermore, Purchaser is held to impose these Terms and Conditions on said supply by informing the trader involved previous to the Order.

17. Governing Law and Legal Jurisdiction

17.1 On any Agreement between Equilibris and Purchaser, Dutch Law exclusively applies. 17.2 All differences between parties shall exclusively be brought before the authorized Dutch Court of Law. 17.3 All previous paragraphs apply to the Supply of Products inside as well as outside of the Netherlands and Europe. 17.4 Should one or more stipulations of these Terms and Conditions of Sale or the Agreement be invalid or defeasible, or if the execution thereof would conflict with prescribed regulations, this will not invalidate the other stipulations. Parties shall in this case enter in reasonableness into deliberations in order to substitute the invalid, defeasible or conflicting stipulation with a valid or practical stipulation which as closely as possible corresponds to the

invalid, defeasible or conflicting stipulation. 17.5 Any legal action, suit or proceeding against Equilibris must be instigated within one year after said Agreement was made.

18. Addendum

The above text is a translation of our Dutch Terms and Conditions of Sale. If at any point the two versions give room for different interpretation(s), the Dutch text prevails and shall be used to come to a conclusive interpretation.

Oss, the Netherlands, March 2003