

GENERAL TERMS & CONDITIONS

Article 1 Definitions

Extra advertising?

In these General Terms & Conditions use is made of the definitions below:

1. VNU Exhibitions: VNU Exhibitions Europe B.V. and/or one of its subsidiaries.
1. Advertiser: the legal entity or natural person with which VNU Exhibitions concludes the agreement.
2. Website: www.zoekuwttweedehuis.nl, as operated by VNU Exhibitions.
1. Registration form: the document with which the advertiser enters into the agreement.
3. Agreement: the agreement between VNU Exhibitions and the advertiser as concluded through application via the registration form and acceptance of the agreement in the form of a letter of acceptance by VNU Exhibitions.
2. Costs: all costs owed by the advertiser to VNU Exhibitions in connection with the agreement.

Article 2 The participation agreement

1. The agreement entails that the advertiser, against payment of the costs, may during a certain period place advertisements and other notifications or information on the website in accordance with the terms of the agreement.
2. These general terms and conditions apply to all offers and agreements that provide the advertiser with access to the placement of advertisements and other information or references on the website.
3. Any wishes, changes and supplements indicated by the advertiser on the registration form, as well as any further agreements supplementary to or deviating from these general terms and conditions, exclusively form part of the agreement following written confirmation by VNU Exhibitions.
4. The advertiser must be at least 18 years of age. If the advertiser is younger than 18, permission from his/her legal representative is required for registration.
5. The advertiser declares to accept all consequences of the registration ensuing from the signing of the registration form.

Article 3 Payment and price

1. Costs shall be paid within 14 days of the invoice date, without any right to discount or compensation, unless a different due date is indicated on the invoice. The various advertising options and the related costs are stated on the registration form.
1. VNU Exhibitions is entitled to commence invoicing as soon as the agreement has been concluded.
2. The advertiser accepts liability for all costs owed to VNU Exhibitions related in any way to the agreement, irrespective of whether these costs were made by the advertiser or by third parties acting in the advertiser's name.
2. Also if a different invoice address is provided, the advertiser remains severally liable to VNU Exhibitions for the payment of all costs relating to this agreement.

5. In case of late payment of any amount due to VNU Exhibitions, statutory interest is charged from the due date. Collection costs shall be at the expense of the advertiser, whereby the extrajudicial collection costs are set at 15% of the principal.
6. If the advertiser fails (in full) to pay the costs or any other amount due to VNU Exhibitions within the set term, VNU Exhibitions is entitled to terminate the agreement with immediate effect. The above does not release the advertiser from its obligation to pay all costs owed to John, without being entitled to any compensation of costs and/or losses incurred as a result of the termination of the agreement.
7. VNU Exhibitions reserves the right to adjust its prices on 1 January of each year in accordance with the CBS consumer price index.
8. VNU Exhibitions is entitled to adjust the agreed prices and rates by means of a written notice or e-mail message to the advertiser. If the advertiser does not agree to the adjustment of prices and rates announced by VNU Exhibitions, which adjustment significantly exceed the normal price increases as referred to in Paragraph 7 of this article, the advertiser is entitled within 30 days of receiving notice of the increase to terminate the agreement in writing by registered mail, effective on the date on which the price and/or rate adjustment would take effect.

Article 4 Cancellation and notice

1. The advertiser cannot effect interim termination of the participation agreement except under the circumstances referred to in Article 4.2.
2. Either party is entitled to effect interim termination in case the other party is declared bankrupt, applies for a moratorium, is dissolved or liquidated.
3. The advertiser is not entitled to transfer its rights under the participation agreement in full or part to third parties.

Article 5 Intellectual property rights and advertising material

1. The advertiser acknowledges the right of VNU Exhibitions to make editorial changes to the delivered advertisements in order to ensure that the advertisements comply with the editorial requirements set by VNU Exhibitions.
1. VNU Exhibitions accepts no liability for any infringement by VNU Exhibitions of intellectual property rights of third parties as a result of the use of (brand)names, logos and/or advertising material made available by the advertiser or the use by the advertiser of (brand)names, logos and/or advertising material on the website. The advertiser indemnifies VNU Exhibitions against all third-party claims based on infringement of intellectual property rights of these third parties on grounds of (1) the use by the advertiser of (brand)names, logos and/or advertising material on the website and by (2) the use of (brand)names, logos and/or advertising material of the advertiser by VNU Exhibitions under the terms of the agreement.
2. VNU Exhibitions is entitled, without needing to state reasons, to refuse advertising material or to remove such at any time from the website, for example in case of advertising material for products that, by law, may not be sold on the open market, advertising material for the sale of products that infringes upon the rights of third parties, advertising material for any other product that, subject to the exclusive opinion of VNU Exhibitions, is not in accordance with the purpose of the website of VNU Exhibitions and/or which can damage the reputation of (the website of) VNU Exhibitions, and advertising material that, subject to the exclusive opinion of VNU Exhibitions, in terms of content infringes upon third party rights (such as intellectual property right) or can otherwise be regarded as wrongful towards third parties and/or the advertiser fails to comply with the obligations as stated in Article 6 of these General Terms & Conditions.

4. VNU Exhibitions is entitled to remove advertising material from the website if the advertisers or third parties make inappropriate use of the websites, in case of other irregularities or technical malfunctions, irrespective of the underlying cause.
4. Under no circumstances can the advertiser hold VNU Exhibitions liable for the compensation of costs and/or losses incurred in connection with the decision as described in Paragraphs 3 and/or 4 of this article.

Article 6 Privacy

1. VNU Exhibitions will, in the performance of the agreement, process data, including personal data the advertiser, in accordance with the provisions of the Personal Data Protection Act (*Wet bescherming persoonsgegevens*).

Article 7 Obligations on the part of the advertiser

1. The advertiser guarantees, in so far as relevant, that the information provided on registration or during the supply of material, including images and descriptions:
 - is correct, complete and accurate;
 - does not concern stolen goods;
 - does not infringe upon any intellectual property rights or privacy right of a third party;
 - does not infringe upon statutory or international rules with regard to unfair competition, misleading or comparative advertising or discrimination;
 - does not include or concern any threatening, blasphemous or abusive messages;
 - does not include or concern any obscene messages or child pornography;
 - does not contain any computer viruses, Trojans, worms, timebombs, cancelbots or other program routines intended to damage, negatively influence, interrupt or gain control of a computer system, computer programs or websites;
 - does not contain any direct or indirect links to or descriptions of products/services that (1) are banned on the websites of VNU Exhibitions under the terms of the agreement; (2) to which the advertiser is not entitled to link.
2. The advertiser guarantees that, in its contacts with the website, it will not use any equipment or software program that could interrupt the normal functioning of the website, nor send any data to the website that due to its size or properties could impose a disproportional burden on the infrastructure of the website.
3. The advertiser shall present the offered product in a truthful manner. The advertiser can for this purpose describe the offered product and/or make use of the opportunity to add photos as provided by VNU Exhibitions. The advertiser shall follow any instructions given by VNU Exhibitions in this respect.

Article 8 Liability

1. The advertiser accepts several liability towards VNU Exhibitions for compliance with the provisions of these General Terms & Conditions.
1. If the advertiser fails to comply in full with any provision of these General Terms & Conditions or any other valid regulations, VNU Exhibitions is entitled to take any measures it deems necessary including, but not limited to, denying access to the website and/or removing advertising material from the website, all without prejudice to the obligation on the part of the advertiser to pay the full participation costs and all other costs due.
2. The advertiser is liable to VNU Exhibitions for all losses incurred by VNU Exhibitions as a direct or indirect result of or related to the (performance of the) agreement, irrespective of whether such is the result of an act or negligence on the part of the advertiser or of a third party engaged by the advertiser. The advertiser will indemnify VNU Exhibitions against all (legal) claims ensuing from relating to the (performance of the) agreement.

4. VNU Exhibitions accepts no liability for any losses, whether direct or indirect - including consequential damage, trading loss and damage caused by theft, destruction or any other cause - incurred by the advertiser, its personnel or visitors, except in case of attributable intent or gross negligence on the part of VNU Exhibitions.
5. VNU Exhibitions accepts no liability for any losses, whether direct or indirect, incurred by the advertiser as a result of malfunctions, software errors, incomplete or incorrect transfer of information and/or in any shortcoming on the part of VNU Exhibitions in the performance of this agreement.
6. VNU Exhibitions accepts no liability for any losses incurred by the advertiser as a result of failure by the advertiser or third parties to gain access to the website, or as a result of malfunctions, software errors, incomplete or incorrect transfer of information and/or in any shortcoming on the part of VNU Exhibitions in the performance of this agreement.
7. VNU Exhibitions makes the website available exclusively to advertisers and third parties interested in those advertisements. VNU Exhibitions has no involvement whatsoever in the transactions between the advertiser and third parties. The website functions exclusively as a passive online forwarder of information. VNU Exhibitions is not obliged to verify or check the offered products, the reliability or accuracy of the advertising material, the authority of the advertiser to offer the products, or the authority of searching parties to purchase the products on offer.

Article 9 Changes and disputes

1. VNU Exhibitions reserves the right to make changes to these General Terms & Conditions during the term of the agreement. The advertiser will receive written notification of any such changes.
2. VNU Exhibitions shall decide in all cases not provided for by these General Terms & Conditions.
3. All disputes between VNU Exhibitions and the advertiser ensuing from a participation agreement or these General Terms & Conditions shall be governed by Dutch law and submitted to the competent court in Utrecht.