

Standard conditions of sale of Koninklijke Brill N.V.

Registered at the Kamer van Koophandel (Chamber of Commerce) in Leiden under number 28000012.

1. Brill's Standard Conditions of Sale apply to all offers made by Brill and to all contracts between Brill and the Purchaser, unless otherwise agreed between the parties. In case Brill notifies the Purchaser of additional conditions, such conditions shall prevail. Standard conditions used by the Purchaser shall not apply.
2. All Brill products are sold as is, with no warranties of fitness for any particular purpose.
3. All copyrights, trademark rights, database rights, subsidiary rights and other intellectual property rights shall remain the sole property of Brill. The Purchaser shall not sell any Brill product except as agreed with Brill, or produce derivative works, or upload, mount or distribute any part of the Brill products on the Internet, with the exception of Brill Open products where the relevant Creative Commons License shall apply.
4. The personal data of the Purchaser are stored in accordance with the Dutch Law for the Protection of Personal Data. Such data will not be passed on to third parties.
5. Brill is entitled to alter prices at any time. The price of Brill products shall be as set by Brill at the time when the agreement with the Purchaser is concluded. All prices stated are exclusive of sales tax and exclusive of any other taxes or transport costs. These costs will be charged separately.
6. Brill remains the owner of all products supplied until the Purchaser has paid for them. At the moment when the products are delivered to the shipper (FOB), the Purchaser shall bear the risk with regard to the products.
7. Brill or its distributor will issue an invoice to the Purchaser stating products sold, price, shipping costs and sales tax and the Purchaser will pay the amount stated on the invoice within thirty days after the date stated on the invoice.
8. In the case of a sale through the Brill website, Brill will issue an order confirmation stating products sold, price and VAT with regard to the products to the Purchaser after the Purchaser has paid the amount stated on the electronic order form using the credit card facility on the Website. This facility will send a separate financial statement.
9. Brill shall deliver the products as soon as possible after receipt of the Purchaser's order, subject to availability. All delivery dates are target dates, not firm dates.
10. Should the Purchaser have a complaint about a product, s/he must notify Brill in writing within three months after receipt of the product. The Purchaser shall not return product before receiving Brill's prior permission. The right to return products is limited to damaged products and/or products that do not conform to the order placed by the Purchaser, unless otherwise agreed. Brill will not grant permission to return products in case of a special offer. The Purchaser shall pay return postage. All returned products must be packed properly and accompanied by the original delivery document and/or the original address label.
11. In the case of journals and online product licenses, cancellations with regard to the current subscription period are not accepted.
12. These terms and conditions shall be governed by and construed in accordance with the laws of the Netherlands and be brought before the competent court in The Hague in the Netherlands.