

Product Terms Noordhoff

The Product Terms are part of the [General Terms and Conditions](#) and apply to the delivery of Learning Resources by Noordhoff. They contain additional conditions regarding the delivery of Learning Resources. Product Terms are connected to the Learning Resource(s) they apply to. Capitalized words have the meanings as defined in the General Terms and Conditions or in the Product Terms.

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1 Definition

In addition to the definitions set out in the Terms and Conditions, capitalized words have the following meaning:

- a) **Arrangement**: a combined package of Learning Resources belonging to a method, consisting of one or more Folio Products and one Digital Product, for a fixed price per package (published in the Catalogue) and offered as a separate title with a unique EAN and referred to as "Arrangement" in the Catalogue.
- b) **Catalogue**: an overview of the Learning Resources, prices and information about the Learning Resources published by Noordhoff;
- c) **Flexproduct**: a composite proposition of Learning Resources associated with a method, consisting of either one or more Folio Consumables and one Digital Product (folio and digital) or Digital Products only (fully digital), for a fixed price per student (published in the Catalogue) and offered as a separate title with a unique EAN and referred to as "Flexproduct" in the Catalogue;
- d) **Folio Consumables**: a Folio Product intended for use for one (1) school year;
- e) **Folio Utilities**: a Folio Product intended for use over several school years;
- f) **Method Licence**: a composite proposition of Learning Resources associated with a method, consisting of one or more Folio Products, one Digital Product, a teacher package, an answer package and additional services for a fixed price per student (published in the Catalogue) and offered as a separate title with a unique EAN and referred to as a "Method Licence" in the Catalogue.

2 Applicability

- 2.1 The Product Terms apply to the use of Learning Resources.
- 2.2 Any modification of or addition to these Product Terms shall be valid only if expressly agreed in writing.

3 Learning Resources

- 3.1 The intellectual property rights referred to in Article 13 are vested in Noordhoff or its licensor(s). Customer is only granted a limited, non-exclusive and non-transferable right to use a Digital Product for a certain period of time (the "**Licence**") if this has been explicitly agreed in the Agreement.
- 3.2 Learning Resources are transferred in ownership to the ultimate User of the Learning Resource.
- 3.3 If Customer is a corporate Customer and gains possession of a Learning Resource, Customer shall be deemed to be holder for the ultimate User for or on behalf of whom such corporate Customer received the Learning Resource. In case ownership of a Learning Resource is required to be transferred to the Ultimate User through the Corporate Customer, Customer shall effect such transfer.
- 3.4 A Corporate Customer is not permitted, in view of what is stated in the previous paragraph of this article regarding transfer of ownership, to prohibit a User from using the Learning Resource as he sees fit (including making notes and shading). Furthermore, a Corporate Customer is not permitted to take back a Learning Resource intended as a consumable at the end of a school year, whether or not with a view to further marketing or reuse of the Learning Resource.
- 3.5 Use is intended solely by Users for their own personal and non-commercial use and, if the Customer is a business customer, for internal business purposes. A Learning Resource may only be used on computer configurations of the Customer, unless otherwise agreed in the Agreement or

the Product Terms and Conditions or if, in Noordhoff its opinion, the Product is expressly aimed (partly) at home access.

- 3.6 If the Client is an educational institution, it may order a Arrangement, Method Licence and a Flexproduct.

4 Subscriptions

- 4.1 If delivery of a Subscription has been agreed, Noordhoff shall deliver the Digital Product and/or Digital Service during the subscription period until the moment of lawful termination by Customer.
- 4.2 A Subscription is entered into for the duration of one (1) year, unless otherwise agreed.
- 4.3 If Customer is an educational institution and its Subscription has a term longer than one (1) year, Customer may provide an annual deviation in the number of Users if this falls within a reasonable fluctuation in student numbers (a maximum of two percent (2%) within the educational institution itself).
- 4.4 Customer may terminate the Subscription towards the end of the initial subscription period by sending a written notice to Noordhoff. This notice must be received no later than one (1) month before the end of the initial subscription period.
- 4.5 After expiry of the initial subscription period, the Subscription is tacitly renewed for one year. Customer may cancel the Subscription from that point onwards at any time with a notice period of one (1) month.

5 Retention of title

- 5.1 All Learning Resources delivered and to be delivered remain the full property of Noordhoff until all payments have been made in full by the Customer. Customer is obliged to keep all materials delivered under retention of title carefully and recognisably as property of Noordhoff.
- 5.2 All Learning Resources supplied by Noordhoff are presumed to be the property of Noordhoff, even if they are under the control of the Customer or User(s).
- 5.3 Customer is not authorised to pledge or otherwise encumber the Learning Resources and/or Services subject to retention of title.
- 5.4 If third parties wish to seize, or have seized, or establish or assert other rights to the Learning Resources delivered under retention of title, the Customer is obliged to inform Noordhoff thereof as soon as possible.
- 5.5 The Customer undertakes to insure and keep insured the Learning Resources delivered under retention of title against the usual risks (including liability, fire, storm, burglary and water damage) and to make the policy of this insurance available for inspection by Noordhoff on first request. In case of damage to the Learnings delivered under retention of title, the insurer's payment will be paid to Noordhoff.
- 5.6 In the event that Noordhoff wishes to exercise its property rights as indicated in this article, the Customer hereby grants unconditional and irrevocable permission to Noordhoff or third parties to be appointed by Noordhoff to enter all those places where the property of Noordhoff is located and to take back those Learning Resources.
- 5.7 If a Digital Product has been delivered on one or more electronic data carriers, these data carriers shall also remain Noordhoff its property, without prejudice to the Customer's duty of care and the transfer of risk. The Customer is not permitted to put a Digital Product delivered on a digital data carrier into circulation, for example by selling, renting or lending it.

6 Digital Product

- 6.1 The Licence is granted for the period mentioned in the Agreement, failing which a period of one (1) year applies.



For e-books, Noordhoff will grant a Licence for a period of thirty (30) years.

- 6.2 The Licence may be used by one User, unless the Agreement specifies a different number of Users. The Terms of Use apply to (the use of) the Digital Product.
- 6.3 Delivery of Licenses to User takes place:
 - a. for the business unit *middelbaar onderwijs* and the business unit *voortgezet onderwijs* through the procedures set out in *Ketenafspraken MBO* or *Ketenafspraken VO* respectively; or
 - b. for other business units via activation codes provided to the User by Noordhoff.
- 6.4 A Digital Product and/or Digital Service may not be edited, reproduced, disclosed, lent, rented, sold, made available to others by the Customer and the Customer may not exceed the License in any other way. Security measures taken in Digital Products or Digital Services may not be removed or circumvented by Client. By using the Digital Product itself, Customer also accepts the Terms of Use.
- 6.5 Customer is responsible for ensuring that the use by its Users is in accordance with the Terms of Use.
- 6.6 Noordhoff reserves the right to change the content or functionality of its Digital Products and/or Digital Service. If the Digital Product is not made available via the Digital Service, Customer is responsible for installing updates.
- 6.7 Noordhoff has the right to terminate a License prematurely at any time in the event of deliberate non-compliance with the Terms of Use by the Customer or a User to whom the License has been made available by the Customer.

7 Arrangements

- 7.1 Noordhoff may deliver the Learning Resource(s) that are part of an Arrangement separately or jointly to the Client.
- 7.2 The Client will only offer the Arrangement(s) to Users in the composition as determined by Noordhoff in the Catalogue. It is not permitted to offer the components of an Arrangement separately or separately.
- 7.3 It is not permitted to take Folio Consumables that are part of an Arrangement from a User after the end of a school year.

8 Flexproduct

- 8.1 A Flexproduct has a fixed term of four (4) consecutive and full school years, unless stated otherwise by Noordhoff in the Catalogue for the relevant Flexproduct.
- 8.2 During the subscription period, the Flexproduct must be purchased annually and in its entirety.
- 8.3 During the subscription period, Noordhoff delivers new Digital Products and Folio Consumables every school year so

that Users have the most up-to-date Learning Resource at their disposal. In accordance with the composition of the Flexproduct in the Catalogue, Noordhoff annually supplies all relevant Folio Consumables and Digital Products that are part of the relevant Flexproduct.

- 8.4 If a Folio Product is part of a Flexproduct, the Folio Product is always a Folio Consumable.
- 8.5 Ownership of a Folio Consumable as part of a Flexproduct is transferred to the User.
- 8.6 The Flexproduct does not consist of a teacher package or *gebruikersexemplaren*. These products are ordered directly and separately from Noordhoff.

9 Methode License

- 9.1 A Method License can be ordered by Client through the following distributors: Iddink, Van Dijk and Osinga de Jong.
- 9.2 A Method License has a fixed term of four (4) consecutive and full school years, unless stated otherwise by Noordhoff in the Catalogue for the relevant Method License.
- 9.3 During the subscription period, the Method License must be purchased annually and in its entirety.
- 9.4 During the subscription period, Noordhoff delivers new Digital Products and Folio Consumables every school year so that Users have the most up-to-date Learning Resource at their disposal. In accordance with the composition of the Method License in the Catalogue, Noordhoff delivers:
 - a. annually all relevant Folio Consumables and Digital Products that are part of the applicable Method License;
 - b. once at the commencement of the applicable Method License, new Folio Utilities that are part of the applicable Method License; and
 - c. replacement of damaged Folio Consumables, up to a maximum of two percent (2%) of the order.
- 9.5 Ownership of a Folio Consumable as part of a Flexproduct is transferred to the User.
- 9.6 At the end of the term of a Method License, all Folio Consumables will be returned to the distributor selected by Customer pursuant to paragraph 1.
- 9.7 If Noordhoff renews the Method License during the term of a Method License, the Client shall be entitled to, before the start of a school year during the term of its Method License and without switching costs, purchase a new Method license (an "edition switch"). Noordhoff informs Client of the new terms and conditions for the remaining term, including the price, composition of the Method License and collection of Folio Utilities.
- 9.8 Customer may switch to a Flexproduct with a full term of four (4) years before the end of the Method License.

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