

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope

Whenever a client accepts an order, it means that he or she has taken due note of and accepts the general terms and conditions. The client takes due note of this when the special agreement is signed.

The special terms and conditions, agreed by means of a special agreement, such as an order form or an order confirmation, have priority over the general terms and conditions, even if they derogate from the general terms and conditions.

2. Client's liability

a) The advertisement may not be in conflict with Belgian law. PASAR vzw has the right to refuse any advertisement.

b) Advertisements and publications are published at the liability of the client, who accepts the special agreement, either as an advertiser or as an advertiser's intermediary.

c) Any expenses related to the publication of any possible right to respond or to the performance of any obligations to which PASAR vzw may be subject as a result of an advertisement or a publication shall be charged to the client without it being open to any dispute.

3. Rates

a) Advertisements are inserted according to the terms and conditions regarding rates that apply at the time at which the advertisements are published. Price quotations and delivery terms estimates are communicated for information purposes only and entail no obligation on the part of PASAR vzw.

b) The rates outlined in any special agreements between Pasar vzw and the advertiser, such as order forms or order confirmations, are binding.

c) All reservations take effect by means of a digital order confirmation on the date that they are sent. Changes made to any reservation are accepted within a term of 7 days after notification thereof has been sent.

4. Options for suspending or refusing the execution of an order

PASAR vzw reserves the right not to include new advertisements if previous insertions were not paid by the due date. The client is notified of this in advance.

5. Material - Instructions

Quality Liabilities

a) Any material and instructions necessary for the insertion must be provided to PASAR vzw by post or email (or by any other digital channel) within the deadlines and in accordance with the terms and conditions set out in the special agreement or agreed on with the commercial representative.

The various possibilities in terms of size and the like are included in a product sheet that is available in digital and printed format, so that these are known when prices are quoted/orders are confirmed.

b) PASAR vzw may derogate from publication dates if the necessary material was delivered late.

c) Unless there is an agreement to the contrary, the client delivers documents for the advertisements that are print-ready and meet the requirements of the printing process.

d) A supplementary fee shall be owed if PASAR vzw is to be responsible for formatting any advertisement, be it printed or digital. The amount of the fee is agreed on in advance and included in the order confirmation. The advertiser delivers fully finished, Dutch texts. A supplementary fee shall be owed if any texts must be revised, translated or shortened. Any photographic material supplied must always be accompanied by the necessary copyright information to be mentioned. The advertiser is liable for any claims for compensation if such information is not provided. The advertiser is entitled to have the advertisement edited twice during the formatting process. Additional fees are owed as of the third editing round. The advertiser is provided with a proof print for approval. If the advertiser fails to provide final approval, the most recently approved version shall be printed and published.

6. Printing

We cannot guarantee that the colours to be reproduced will be matched perfectly, nor can we guarantee complete colour fidelity.

7. Order cancellation

Any requests to cancel an advertisement order must be addressed to PASAR vzw in writing no later than two months before the date of publication.

8. Material - Storage - Risks

a) The material supplied by the client is stored for a period of three months after the months of the last insertion. The material will be destroyed if the client has not reclaimed it after this period.

b) Any drawings, plates, films, documents, etc. belonging to the client and that are located in our offices and work areas are there at the client's expense and risk. The client formally releases PASAR vzw and its printer from any liability. PASAR vzw need not insure the material against risk of loss or theft.

9. Copyright

The client guarantees that the advertisement provided does not violate copyright law and indemnifies PASAR vzw against any possible claims.

10. Receipts

Any person who ordered an insertion in the magazines that are published by PASAR vzw (with the exception of small advertisements) receives a receipt free of charge. Any additional receipts are invoiced.

11. Invoices - Interest - Additional fee charge clause

a) Invoices are payable in cash; the issue of any bills of exchange or receipts does not change this rule in any way.

b) If the invoice is not paid or not paid by the due date, the amount owed shall be increased, without notice of default and by right, by conventional interest in the amount of 1% per month and by fixed compensation for damages of 15%, with a minimum of EUR 65.

c) In case of a dispute, parties accept the jurisdiction of the Courts of Brussels. Only the seller may derogate from this rule. The relationships between contracting parties are governed by Belgian law.