

GENERAL TERMS AND CONDITIONS FOR CONSUMERS (BE-ENG)

1. Scope

- 1.1 Unless contractually agreed otherwise, these general conditions (hereinafter: the “Conditions”) are applicable to all offers, orders or agreements of any kind drawn up by or concluded with the private limited company under Belgian law “PRINTDEAL.BE”, with its registered office at Ankerrui 11, 2000 Antwerp, registered in the Antwerp Register of Legal Entities (Antwerp Department) under company number 0524.822.458 and with VAT number BE0524.822.458 (hereinafter: “PRINTDEAL.BE”).
- 1.2 By placing an order, accepting an offer or concluding an agreement with PRINTDEAL.BE, the client (hereafter: the “Client”) expressly declares to have read, understood, accepted and possessed a copy of PRINTDEAL.BE’s Conditions. These Conditions can additionally be easily consulted on <https://www.printdeal.be/nl> (hereinafter: the “Website”) under the tab “general conditions”.
- 1.3 These Conditions of PRINTDEAL.BE apply to consumers within the meaning of Art. I.1, 2° of the Code of Economic Law (hereinafter: “WER”).
- 1.4 PRINTDEAL.BE’s Conditions are to be construed exclusively. Consequently, PRINTDEAL.BE does not agree to the applicability of any other general conditions of the Client.
- 1.5 These Conditions together with (where applicable) the offer and/or order confirmation (and any related documents) constitute the integral agreement between PRINTDEAL.BE and the Client (hereinafter: the “Agreement”). The Agreement reflects the agreement between the parties relating to the subject matter of the Agreement and cancels all previous oral and/or written agreements, communications, offers, proposals or correspondence between the parties relating to the same subject matter.
- 1.6 Deviations from these Conditions shall only be valid if confirmed in writing by PRINTDEAL.BE in the Agreement.
- 1.7 The Conditions apply both to the sale of products held in stock by PRINTDEAL.BE (hereinafter “Stock Product” or “Stock Products”), and to the sale of Stock Products which, based on files supplied by the Client, are personalised by PRINTDEAL.BE for the Client (hereinafter “Personalised Stock Product” or “Personalised Stock Products”), and to the sale of products which are fully customised for the Client (hereinafter “Customised Product” or “Customised Products”). (Personalised) Stock Products and Customised Products are collectively referred to as “Product” or “Products”.

2. Sales and offers

- 2.1 PRINTDEAL.BE shall in no event be liable for material errors, misprints or printing errors relating to its sales. All sales and offers are non-binding, apply by way of information and do not offer PRINTDEAL.BE as such, unless expressly stated otherwise. An offer is only valid for the specific sale or order to which it relates and therefore does not automatically apply to subsequent similar orders or purchases.

3. Orders - Delivery - Cancellation - Suspension

- 3.1 The Agreement between PRINTDEAL.BE and the Client is only established after (i) the Client has placed an order on the Website, and (ii) PRINTDEAL.BE confirms this order via e-mail (hereinafter referred to as the “Order Confirmation”). When the Client places an order via the Website, the Conditions are made available to him before the completion of the ordering process. Placing an order implies the express knowledge and acceptance of the Conditions and the modalities of the order. In the Order Confirmation, the Buyer will receive a summary of the order.
- 3.2 PRINTDEAL.BE expressly reserves the right to refuse or not confirm orders if, in its judgment, they originate from sectors or applications that are demonstrably harmful to people, animals, or the environment, or that are contrary to the societal values and sustainability ambitions as enshrined in its articles of association, if an integrity or compliance assessment cannot be successfully completed, or if a statutory provision or government measure requires this. In addition, PRINTDEAL.BE expressly reserves the right to refuse orders, for example, if the Pieces to be produced could be contrary to public order, good morals, or legislation. PRINTDEAL.BE may also refuse an order which it may reasonably assume could damage PRINTDEAL.BE’s image. A refusal as referred to in this article shall be explained in writing to the customer, stating the

clause on which the refusal is based.

- 3.3 For Personalised Stock Products and Customised Products, there are two possibilities for supplying files on the basis of which the personalisation should take place. This can be by direct delivery with an online file check, or by delivering the files to an employee of the PRINTDEAL.BE, who will then carry out a check. If the Client chooses the online file check, the ordered Personalised Stock Products and Customised Products can only be produced after the Client has approved the print preview.
- 3.4 A file delivery that does not conform to the methods described above will not be accepted by PRINTDEAL.BE.
- 3.5 The Client should take into account the fact that colours of (elements of) a Product as shown in a Client's own print-out or as demonstrated on a Client's screen may deviate to a certain extent from the colour of such Product after production. Such deviation shall not be a basis for non-payment or dissolution of the Agreement.
- 3.6 Deviations of up to 5% from the specified format are permitted and do not give the Client any grounds for non-payment or dissolution of the Agreement. Deviations shall be determined by comparison (i) in the case of "online check files": with the file as received by the Client and (ii) in other cases: with the print preview in PDF format.
- 3.7 Deviations in quantity are permitted, provided that the deviation does not exceed 5% of the quantity specified in the order. Within this margin, the excess shall not be charged and the shortfall shall not be invoiced.
- 3.8 Once the Client has placed an order, he cannot cancel it (unless otherwise agreed in writing with PRINTDEAL.BE).
- 3.9 If the Client suspends the order, without there being a situation of force majeure (see Article 14 of these Conditions), PRINTDEAL.BE has the right to invoice in advance for the performance already carried out by it until then.
- 3.10 PRINTDEAL.BE reserves the right to cancel an already confirmed order if, after the conclusion of the agreement, it becomes apparent that the order, in its view, originates from a sector or application that is demonstrably harmful to humans, animals, or the environment, or is contrary to its social values and sustainability ambitions, as enshrined in its articles of association. In that case, PRINTDEAL.BE will notify the customer of this without delay in writing, stating the clause on the basis of which the cancellation takes place and providing an explanation. In that case, the customer shall have no claim to compensation or performance. An exception applies solely with regard to performance if the cancellation takes place after the order has reached the status "in production", in which case Article 3.8 remains applicable.

4. Delivery - transfer of risk

- 4.1 Unless otherwise agreed, the delivery of the Products shall be made to the delivery address specified by the Client during the ordering process on the Website. The Client undertakes to take delivery of the Products and to clear the necessary space for this purpose.
- 4.2 If no delivery can take place - for reasons attributable to the Client (e.g. not present at the time of delivery) - the delivery, depending on its size, will either be offered one more time, free of charge, at another time or be taken to the nearest postal point for collection. If, in the case of re-offering, the delivery again fails, PRINTDEAL.BE will hold the Products at the Client's disposal for a maximum period of 30 days. Within this period, the Products may still be delivered, provided the Client pays the associated costs in advance. Once the 30-day period has expired and the Client has still not collected the Products, PRINTDEAL.BE may dispose of the Products at the expense of the Client. In such situation, the obligation to pay the original invoice in full remains unaffected.
- 4.3 PRINTDEAL.BE always reserves the right to split the delivery of Products into several deliveries, without this giving rise to any compensation towards the Client.
- 4.4 The transfer of risk for damage, destruction and disappearance relating to the Products shall pass to the Client as soon as he (= the Client) or a third party designated by him, who is not the carrier, has taken physical possession of the Products.

5. Deadlines

- 5.1 An order will be shipped only after PRINTDEAL.BE has received payment.
- 5.2 The Client has, during the online ordering process, the possibility of changing the desired delivery date and time, subject to payment of an additional charge.

5.3 The delivery period, including those mentioned on offers, orders and Order Confirmations, is always indicative and is not an essential part of PRINTDEAL.BE's obligations towards the Client. Exceeding the communicated delivery period can never give rise to the payment of any compensation or to the termination of the Agreement between PRINTDEAL.BE and the Client, on the understanding that PRINTDEAL.BE undertakes to deliver in any event within 30 days of payment. Changes to the order will automatically result in the cancellation of the predetermined probable delivery periods.

6. Advances

- 6.1 PRINTDEAL.BE reserves the right to request an advance from the Client when ordering Products.
- 6.2 If PRINTDEAL.BE requests an advance, it must be paid immediately to PRINTDEAL.BE by the Client. If the advance payment is not received by PRINTDEAL.BE on time, PRINTDEAL.BE has the right to suspend its performance until the advance payment is received.

7. Prices

- 7.1 Unless explicitly stated otherwise, the prices indicated either at the completion of the payment process on the Website are the total prices (including VAT, import duties, delivery costs, taxes and/or other duties or charges imposed or to be imposed by the authorities).

8. Payment

- 8.1 All orders must always be paid in advance by the Client, unless explicitly agreed otherwise.
- 8.2 When placing an order, the Client has the choice between various payment options:
- Credit card (VISA/MASTERCARD)
 - Bancontact/Mister Cash
 - Paypal
 - Prepayment by bank transfer.
- 8.3 If an advance payment has been made, the final invoice shall be sent to the Client as soon as the Products have been produced. Such final invoice shall state a period within which the invoice must be paid.
- 8.4 The deadline for protesting an invoice is fourteen (14) calendar days after the invoice date and must always be sent by registered letter to the registered office of PRINTDEAL.BE.
- 8.5 In the event of non-payment of the invoice within the fixed term, interest on arrears will be charged, ipso jure and without prior notice of default, from the following calendar day, at the regular legal interest rate, calculated on the amount of the invoice. Likewise, a fixed compensation of 10% of the outstanding invoice amount (with a minimum of EUR 100.00) will be due by operation of law and without prior notice of default as a penalty, without prejudice to PRINTDEAL.BE's right to claim a higher compensation if it can prove that it has suffered greater damage. PRINTDEAL.BE shall not be obliged to deliver the Products in the event of non-payment of the final invoice.
- 8.6 Non-payment of an invoice by the Client will result in all amounts due by the Client to PRINTDEAL.BE becoming immediately payable.
- 8.7 Payment will first be set off against collection costs, then against damages due, then against interest due and then against the principal sum. If the Client leaves several invoices unpaid, a payment shall, subject to the provisions of the previous sentence, first be deducted from the oldest invoice, then from the second oldest invoice, and so on.

9. Retention of title and right of retention

- 9.1 The Client only acquires ownership of the Products it ordered at the time of full payment of the price and any interest, damages and/or costs due. The Client shall not be entitled to alienate or encumber the Products with any charge or security for the benefit of third parties until the price and any interest, damages and/or costs due in respect of these Products have been paid in full.
- 9.2 PRINTDEAL.BE is entitled to hold the Products ordered by the Client until the date of full payment of all claims PRINTDEAL.

BE has against the Client.

10. Right of withdrawal only for non-personalised Stock Products

- 10.1 For Stock Products that are not personalised, the Client may invoke the right of withdrawal as provided for in Article VI.47 WER. This means that, from the date on which the ordered Products are delivered to him or a third party designated by him (who is not the carrier), the Client has a period of 14 days within which he can withdraw the Agreement (to the extent that it relates to non-personalised Stock Products). The Client exercises his right of withdrawal by, before the expiry of the aforementioned withdrawal period, unambiguously notifying info@printdeal.be by e-mail that he is withdrawing from the Agreement (indicating the order number) or by emailing the model withdrawal form (see Article 10.2. of these Conditions) to info@printdeal.be. Subsequently, the Client must return the non-personalised Stock Products in respect of which he exercises his right of withdrawal within a period of 14 days from the day on which he sent his e-mail to withdraw from the Agreement. Relevant Stock Products must be returned in their original, intact packaging (including any labels). The Client shall bear the costs of return. As soon as PRINTDEAL.BE has received the returned Stock Products, it will refund the payment received from the Client (with respect to the returned Stock Products) in accordance with article VI.50 WER, using the same means of payment that was used when the order in question was placed. However, if PRINTDEAL.BE finds that the Stock Products returned are damaged, not in original, intact packaging (with any labels), it may deduct the amount of depreciation from the amount to be refunded by PRINTDEAL.BE to the Client.
- 10.2 Without prejudice to the provisions of Article 10.1. of these Conditions, the Client may also revoke the Agreement by sending the following model form to info@printdeal.be within the withdrawal period (the data mentioned in square brackets must still be specifically completed by the Client): "To PRINTDEAL.BE BV, with registered office at 2000 Antwerp, Ankerrui 11, with enterprise number 0524.822.458. I hereby inform you that I revoke my contract (order no.: [insert order no.]) regarding the sale of the following goods: [list goods to which one wishes to apply right of withdrawal]. These goods were delivered on [insert delivery date]. [Name of consumer] [Consumer address] [Date]"
- 10.3 The Personalised Stock Products and Customised Products delivered by PRINTDEAL.BE are manufactured according to the Client's specifications within the meaning of Article VI.53, 3° WER. For such goods, the Client cannot invoke the above-mentioned right of withdrawal.

11. Transfer of rights

- 11.1 PRINTDEAL.BE is entitled to assign its claims to payment of any sum pursuant to any Agreement with the Client to a third party.

12. Legal guarantee - verification - complaints

- 12.1 As a consumer, the Client is entitled to a legal guarantee of 2 years, as included in Article 1649ter et seq. of the Old Civil Code and explained in this article. This legal guarantee applies from the date of purchase by (if applicable from delivery to) the first owner, and only covers defects/non-conformities already present at the time of delivery of the Products.
- 12.2 The Client must carry out (or have carried out) an initial verification immediately upon delivery of Products. This immediate verification obligation includes, inter alia, checking (purely exemplary enumeration): conformity of the delivery (quantity, layout, colouring,...), visible defects, correct location(s), etc. The Client must report directly verifiable discrepancies immediately online via the portal of PRINTDEAL.BE. To do so, the Client must log into his account, then click on 'Submit complaint' under 'Complaints' and then follow the steps indicated. If the Client does not have an account, he can submit a complaint by e-mail (info@printdeal.be), referring to the correct number of the Order Confirmation, as well as photos showing the discrepancies/visible defects.
- 12.3 The putting into use, processing, repackaging, and/or reselling of the Products delivered by PRINTDEAL.BE shall be deemed to be an acceptance of (the condition and conformity of) such Products upon delivery and releases PRINTDEAL.BE from all liability regarding non-conforming delivery and visible defects.
- 12.4 Complaints relating to hidden defects in the Products delivered must be reported in writing (by registered post or

e-mail) to PRINTDEAL.BE immediately after discovery of the defect, with reference to the correct number of the Order Confirmation. PRINTDEAL.BE undertakes to investigate and respond to complaints, which have been timely reported, within a period of 60 calendar days after the day on which the complaint was sent to PRINTDEAL.BE. PRINTDEAL.BE will under no circumstances be responsible for any loss of quality resulting from causes inherent to the nature of the Products (for example, but not limited to normal ageing) and damages resulting from handling or misuse of the Products by the Client.

- 12.5 PRINTDEAL.BE will: (1) replace the defective Product, if the same Product is still in stock. If the defective Product is no longer in stock, PRINTDEAL.BE may choose to provide the Client with (2) an equivalent of the defective Product; or if this is not reasonably possible (3) take back the defective Product, with credit to the Client.
- 12.6 Under no circumstances may the Client return allegedly defective Products to PRINTDEAL.BE without the prior written agreement of the latter. PRINTDEAL.BE reserves the right to go together with the Client at PRINTDEAL.BE's registered office to ascertain the alleged defects and the cause thereof. PRINTDEAL.BE may also request the Client to return all or part of the delivered Products to PRINTDEAL.BE for examination purposes. If necessary, PRINTDEAL.BE will contact the Client in order to practically arrange the return of Products accepted by PRINTDEAL.BE, whereby PRINTDEAL.BE will bear the costs.
- 12.7 This legal warranty does not apply to (i) external defects to a Product determined by the Client or which should reasonably have been determined by the Client after accepting the Product (ii) defects caused by normal wear and tear of the Product (iii) defects to a Product caused by abnormal use or non-conforming use of the Product as a normal and prudent person in the same circumstances, (iv) defects to a Product and their consequences due to any external cause, or when there are (v) defects to an Item on which interventions and/or repairs have been carried out by a third party.
- 12.8 Any mandatory statutory warranty or guarantee obligation in favour of a Client shall remain unaffected.

13. Liability

- 13.1 Without prejudice to the provisions regarding the legal guarantee as provided in Article 12 of these Conditions, the liability of PRINTDEAL.BE to the Client is limited to the damage caused by PRINTDEAL.BE or its appointees through gross or wilful misconduct or fraud. If PRINTDEAL.BE is held liable for any damage, such liability is in any event limited to the lower of the following two amounts: (1) the respective invoice amount (incl. VAT) of the order in which the Client's liability is incurred (if the cause of the liability is a partial delivery, then the liability limit is determined by the value of that part of the order; (2) the amount which PRINTDEAL.BE receives from its insurer in the context of the respective liability case pursuant to the civil liability policy entered into by PRINTDEAL.BE.
- 13.2 PRINTDEAL shall in no event be liable for: (1) indirect damage or consequential damage (including but without being limited to loss of turnover, damage to third parties), (2) defects caused directly or indirectly, in whole or in part by the act of the Client or of a third party, whether caused by fault or negligence, (3) damages resulting from the wrong or inappropriate use of the purchased Products, as well as for an unintended and/or undesired interaction resulting from a simultaneous use of the Product with other Products, (4) damages resulting from the Client's non-compliance with legal and/or other obligations.
- 13.3 The Client warrants to PRINTDEAL.BE that the layout of the personalised printed matter, as determined/supplied by the Client, a) does not infringe the (intellectual property) rights of third parties, in particular the copyright, trade name rights and/or trademark rights of third parties and b) is not offensive, illegal, unlawful, intimidating, defamatory, threatening, harmful, obscene, malicious or otherwise objectionable. The Client shall indemnify PRINTDEAL.BE against any claim that might be brought against it as a result of the above situations (a) and/or (b). PRINTDEAL.BE reserves the right to refuse or cancel any print and/or order provided by the Client in the event that, in the opinion of PRINTDEAL.BE, it is offensive, illegal, unlawful, intimidating, defamatory, threatening, harmful, obscene, malicious or otherwise objectionable and/or infringes the (intellectual property) rights of third parties. PRINTDEAL.BE cannot be held liable in any way by the client for what results from such refusal or cancellation.

14. Force majeure and imprevision

- 14.1 No party shall be liable to the other party for (the consequences of) any failure in the performance of the Agreement if it arises from a situation of force majeure or imprevision.
- 14.2 'Force majeure' means the situation in which the performance of the Agreement by one of the parties is prevented in whole or in part, temporarily or otherwise, by circumstances beyond that party's control. The following cases are all considered force majeure (= non-exhaustive list): unavailability and/or scarcity of certain materials, depletion of stock, scarcity of raw materials, delays in or failure to deliver by suppliers, currency fluctuations, increases in prices of materials, prices of auxiliary materials and raw materials, wages, salaries, social security charges, government-imposed costs, levies and taxes, transport costs, import and export duties or insurance premiums, ice, special weather conditions, mobilisation, war, epidemic accidents, machinery breakdown, strike or lock-out, fire, riot, flood, high absenteeism, electrical/informatics/ Internet/telecommunications failures, government measures (including refusal or cancellation of a permit or licence), fuel shortages, export bans, transport and/or movement impediments (including lack of or withdrawal of transport facilities), export impediments, import impediments, breakdown, traffic jams and faults or delays attributable to third parties.
- 14.3 'Imprevision' means the situation where the performance of the Agreement by one of the parties has become unreasonably burdensome due to circumstances beyond that party's control.
- 14.4 In the event of force majeure, the relevant party is entitled to suspend its obligations under the Agreement during the period of force majeure. If PRINTDEAL.BE cannot deliver certain Products to the Client due to force majeure, it may, by mutual agreement with the Client, either replace the missing Products with a functional equivalent or terminate the Agreement without compensation. If the force majeure lasts longer than two (2) months, both PRINTDEAL.BE and the Client are in any case entitled to terminate the Agreement for the non-performing part by means of a written statement without being liable to pay any compensation.
- 14.5 In the event of imprevision, the parties shall consult with each other to renegotiate their Agreement.

15. Dissolution

- 15.1 In the event of contractual breach, bankruptcy, judicial reorganization, collective debt settlement, manifest insolvency of a party, or if PRINTDEAL.BE determines that the order or its application is, in its opinion, contrary to its social values or sustainability ambitions as enshrined in its articles of association, PRINTDEAL.BE may dissolve the Agreement by registered letter without any notice of default and without judicial authorization.

16. Netting

- 16.1 PRINTDEAL.BE and the Client automatically offset and set off all current claims against each other. This means that in the permanent relationship between PRINTDEAL.BE and the Client, only the largest claim remains after the aforementioned automatic set-off.

17. Intellectual property rights

- 17.1 When PRINTDEAL.BE performs for the Client, under any form, a work that is considered a creation process within the meaning of the intellectual property legislation (hereinafter: the "Creation"), PRINTDEAL.BE retains the rights resulting from this Creation, for example the right of reproduction. The Client can only obtain these rights subject to a written agreement governing the transfer of the rights. Based on the aforementioned provisions, PRINTDEAL.BE, as designer, holds the copyright to such Creations. This protection is based on the provisions of intellectual property law. The transfer of copyright and specifically the transfer of right of reproduction must be explicitly included in a written agreement. This transfer cannot result from the fact that the Creation was created by order of the Client and/or that the creation process was remunerated. Unless contractually agreed otherwise with the Client, PRINTDEAL.BE has the right to re-use its Creation.
- 17.2 An order relating to the reproduction of any element supplied by the Client and subject to the provisions of intellectual property law implies that the Client has the right of reproduction. Otherwise, the Client shall be liable to PRINTDEAL.BE in accordance with Article 13.3 of these Conditions. PRINTDEAL.BE has the right to make and keep copies of the elements provided by the Client, for the purpose of executing the Agreement with the Client.

17.3 PRINTDEAL.BE reserves the right to refuse or cancel the layout of the printed matter and/or an order provided by the customer if, in its judgment, it conflicts with its social values and sustainability ambitions as enshrined in its articles of association, including applications that are demonstrably harmful to humans, animals, or the environment. PRINTDEAL.BE cannot be held liable by the customer in any way for any consequences arising from such refusal or cancellation. A refusal or cancellation as referred to in this article shall be further explained to the customer in writing, stating the clause on the basis of which the refusal or cancellation takes place.

18. Processing personal data

- 18.1 The Client acknowledges that PRINTDEAL.BE as a data controller may process personal data as well as have it processed by PRINTDEAL.BE appointed third parties to the extent reasonably necessary for the performance of the services provided by the PRINTDEAL.BE. The Client and PRINTDEAL.BE acknowledge and agree that PRINTDEAL.BE will act as a data controller when processing personal data for the said purposes. PRINTDEAL.BE will take the necessary measures to protect, process and store such personal data in accordance with the applicable legislation, namely the General Data Protection Regulation of 27 April 2016 (GDPR).
- 18.2 PRINTDEAL.BE refers for this purpose to the Privacy Policy to be consulted via the website of PRINTDEAL.BE (<https://www.printdeal.be/nl/pages/privacybeleid>), where more information can be found on the processing and protection of personal data by PRINTDEAL.BE.
- 18.3 For the application of his/her rights regarding his/her personal data, the client can contact the PRINTDEAL.BE privacy team: GDPR@printdeal.be.
- 18.4 Both the Client and PRINTDEAL.BE will comply with applicable data protection laws and regulations when processing personal data.

19. Interpretation, applicable law and competent courts

- 19.1 For any interpretation of the Conditions, our Conditions in Dutch take precedence over any Conditions drafted in a language other than Dutch.
- 19.2 All Agreements concluded between PRINTDEAL.BE and its Clients shall be governed exclusively by Belgian law. Applicability of the Vienna Sales Convention 1980 is excluded.
- 19.3 All disputes arising, relating to or resulting from the Conditions and/or Agreements shall be submitted to the courts and tribunals of Antwerp (Antwerp division), unless mandatory law provides otherwise.
- 19.4 These Conditions are necessary to protect the legitimate interests of the PRINTDEAL.BE and the Client. The nullity or unenforceability of one or more provisions of this Agreement shall in no way result in the nullity or unenforceability of the entire Agreement. The parties undertake by mutual agreement to replace the void or unenforceable provision(s) by (a) provision(s) which economically and legally produces a similar result.