

# GENERAL TERMS AND CONDITIONS FOR COMPANIES (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 companies within the meaning of Art. I.1, 1° 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 orders, for example when the Products to be produced could be contrary to public order, good morals or legislation. In addition, PRINTDEAL.BE may refuse an order which it can reasonably assume could damage PRINTDEAL.BE's image.
- 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 or 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 up to 5% of the predetermined format are allowed and do not give the Customer any basis for non-payment or dissolution of the Agreement. The deviations are determined by comparison (i) in case of "online control files": with the file as received by the Customer and (ii) in other cases: with the print preview in PDF format.
- 3.7 Deviations in quantities are permitted insofar as the deviation does not exceed 5% of the quantity according to the order. Within this margin, the more will not be charged and the less will not be settled.
- 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.

#### **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 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 Customer as soon as PRINTDEAL.BE hands over the Products to the carrier. The Customer will hold the carrier liable in case of loss or damage.

#### **5. Deadlines**

- 5.1 An order will be shipped only after PRINTDEAL.BE has received payment. PRINTDEAL.BE endeavours to deliver orders of (Personalised) Stock Products, placed before 3 p.m., on the next working day provided the Stock Products are in stock and the files for any personalisation can be delivered and checked immediately.
- 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 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 the parties have agreed otherwise in writing.
- 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 At PRINTDEAL.BE's discretion, the above list of payment options may be supplemented by the possibility of payment by bank transfer after receipt of the invoice (hereinafter: "payment after invoicing").
- 8.4 In the event that PRINTDEAL.BE expressly accepts the possibility of payment after invoicing, all invoices shall be payable within the period indicated on the invoice. The invoice must be paid at the registered office of PRINTDEAL.BE or by bank transfer and is payable net, without discount and without any deduction, except in the case of payment in advance.
- 8.5 If an advance payment is made, the final invoice shall be sent to the Client as soon as the Products have been manufactured. Such final invoice shall include a payment deadline.
- 8.6 The period for protest against an invoice expires fourteen (14) calendar days after the invoice date and protest must always be made by registered letter to the registered office of PRINTDEAL.BE.
- 8.7 In the event of non-payment of the invoice within the stipulated term, interest on arrears shall be payable ipso jure and without prior notice of default from the following calendar day in the amount of 1% per started month of the unpaid invoice amount. Likewise, a fixed compensation in the amount of 10% of the outstanding invoice amount (with a minimum of EUR 100.00) is due by operation of law and without prior notice of default as a penalty clause and this without prejudice to PRINTDEAL.BE's right to claim a higher compensation provided proof of higher damage. Nor can PRINTDEAL.BE be obliged to deliver the Products in the event of non-payment of the final invoice.
- 8.8 Non-payment of an invoice by the Client shall result in all amounts owed by the Client to PRINTDEAL.BE becoming immediately due and payable.
- 8.9 Payment shall first be charged against collection costs, then against compensation 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 and 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. No right of withdrawal**

- 10.1 As a company, the Client has no 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. Verification - complaints

- 12.1 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 submit directly verifiable discrepancies, under penalty of inadmissibility, within the 48 hours after delivery 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.
- 12.2 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.
- 12.3 Complaints relating to hidden defects in the Products delivered must, under penalty of inadmissibility, be reported in writing (by registered post or e-mail) to PRINTDEAL.BE within a period of 48 hours after the 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.
- 12.4 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.
- 12.5 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.
- 12.6 In no case can a complaint be founded if it relates 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 to a Product caused by abnormal use or non-conforming use of the Product as a normal and prudent person in the same circumstances, (iii) defects to a Product and their consequences due to any external cause, or when there are (iv) defects to an Item on which interventions and/or repairs have been carried out by a third party. 12.7. Any mandatory provisions on indemnity obligations in favour of a Client remain unaffected.

## 13. Liability

- 13.1 Without prejudice to the provisions 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, reputational damage, goodwill,...), (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 case of contractual default, bankruptcy, judicial reorganisation, collective debt settlement or apparent insolvency of a party, the other party may terminate the Agreement by registered letter without any notice of default and without judicial authorisation. In such situation, the party charged with rescinding the Agreement shall be liable to pay the other party liquidated damages in the amount of 10% of the total price of Products, or compensation for actual damages if proven.

## **16. Netting**

- 16.1 In accordance with the Law on Financial Securities of 15 December 2004 ("Wet Financiële Zekerheden"), PRINTDEAL.

BE and the Client automatically offset and settle all current claims against each other. This means that in the permanent relationship between PRINTDEAL.BE and the Client, only the largest debt remains on balance after the aforementioned automatic set-off. This set-off will in any case, in accordance with Article 14 of the Law on Financial Securities, be opposable to the curator and the other concurrent creditors, who will therefore not be able to oppose the set-off carried out by PRINTDEAL.BE and the Client.

## **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.

## **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](mailto: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).
- 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.