



Beroepsgebruiken en algemene voorwaarden - sign

Opgesteld door FEBELGRA, Federatie van de Belgische Grafische Industrie vzw, lid van het Verbond van Belgische Ondernemingen.

GENERAL PROVISIONS

These general conditions and professional practices apply to all our quotes, work orders, agreements and deliveries. Each tender and acceptance of an order or the execution of a contract is done under the suspended condition of approval by the credit consultant of the supplier.

Article 1 - Definitions

The client is to one who has placed the order, the supplier is the one who has accepted the order. In these general conditions of sale a contract is understood as any request to carry out operations or to supply items or data, in any form whatsoever. In these general conditions of sale is understood under operations, the manufacture, delivery, installation and/or dismantling of signs (under which is also understood promotional products, decorations, traffic signs, structures and/or parts thereof), and the activities arising from such task in the broadest sense of the word.

Article 2 - Sales proposal

The sales proposals of the supplier are not binding and subject to inspection of the work to be carried out or the items or data to be delivered. The supplier reserves the right to refuse a task. He shall not be deemed to accept the task until after written confirmation or after the contracting of production costs. Before advice, proposals and/or designs are passed on to the client, an advance will be paid to cover the study costs. This advance will be deducted from the final order.

Article 3 - Orders

The delivery to the supplier of production elements (raw materials, design, copy, and/or digital files, ...) with a request, without reservations, to deliver a test or design, triggers the commitment to entrust the implementation of the task to the supplier or to compensate him for the costs incurred.

Article 4 - Quotes

The quoted price is only valid for the task mentioned in the quote. Changes to the original quote data by the client will be offset. The documents forming part of the tender (such as drawings, technical descriptions, digital folders or files, etc.) are as accurate as possible, but not binding. They are and remain the intellectual property of the suppliers. The tenders shall always be drawn up without any indication of taxes, which are always borne by the client. The client that can enjoy a reduced rate of VAT or of a VAT exemption, must provide the necessary evidence at the start of the contract. The validity of a quote shall be one month for a contract that needs to be carried out within three months. With composite quotes there is no obligation to supply a part against the corresponding proportion of the price specified for the whole.

Article 5 - Price adjustment

When the wages and/or the prices of the raw materials and materials increase, the supplier is accordingly entitled to adapt the quoted price without consultation with the client, however with a maximum increase of ten per cent. This percentage will not be exceeded without further consultation with the client, with a possible revision of the contract to be decided. With modification, suspension or termination of the contract, the supplier is entitled to full payment of work done and costs incurred up to the time of the amendment, suspension or termination.

Article 6 - Debtor

Any natural or legal person who places an order with request to charge it to a third party, is liable for the payment of it.

Article 7 - Copyright - Property right

When a supplier under any form executes a task that as a creation process in the legal sense is considered intellectual property, the supplier reserves the rights arising from the contract, for example, the right of reproduction. The client may only obtain these rights provided that a written agreement is made which controls the transfer of the rights. On the basis of the above provisions, the supplier-designer has the right on the copyright on these products of computerised data and images, of a graphic tool, of a matrix, etc... This protection is based on the provisions of the legislation on intellectual property. The transfer of copyright, and specifically the transfer of the right to reproduction should be explicitly included in a written agreement; this transfer may not result from the fact that the creation process was provided for in the contract or that this was specially compensated. Also the transfer of ownership of the physical product or the digital data to the client does not give rise to the transfer of copyright. Except where a specific exclusivity contract was concluded, the supplier has the right to re-use his creative work.

Article 8 - Copyright - Right to reproduction

A contract with respect to the reproduction of any element that was provided by the client and that falls under the provisions of the legislation on intellectual property, implies that the client has the right of reproduction. Therefore he shall indemnify the supplier automatically against any dispute relating to this right to reproduction. Any dispute concerning the reproduction right shall suspend the execution of the contract. If the client generates digital files with software and fonts for the implementation of the contract, the client protects the supplier specifically against any dispute with regard to the acquisition of the software and the fonts and in general against any dispute relating to the use of the software. The supplier is not responsible for infringements of reproduction rights of third parties if he executed the contract acting in good faith. Only the client is liable.

Article 9 - Stating the name of the supplier

The client may not oppose to the mention of the name of the supplier, even if the name of an intermediary, publicity agent or others is already listed.

Article 10 - Confidentiality Clause

Each of the parties undertakes not to divulge or communicate the confidential data, notifications, information, applications, methods and know-how as well as any kind of document or file which they acquired during the implementation of the contract, not to let it be distributed or communicated, not to use directly or indirectly, unless the other party has given its written consent in advance. The obligation of confidentiality, which is provided in this article, shall apply as long as the information is confidential, even after the end of the contract.

Article 11 - Property of the production elements

The production-elements which are necessary to bring a contract to a good conclusion remain the property of the supplier which has made or acquired them. But on the one hand, the property of these elements can at any time be transferred to the client provided express agreement, and subject to the rules contained in article 7. And, on the other hand, when the production-elements have adopted a form which can be used by the client to make new creations which will bring reproduction rights with them, the supplier reserves the exclusivity rights on the production elements which he has made, except when the parties conclude an express agreement that arranges the methods for the use of these by the client.

Article 12 - Designs, tests and trials

At the request of the client, the supplier arranges for a simple design, test or trial. Well-kept designs, tests or trials, for example colour fast tests or trials on the ordered material are charged extra. However, if the client requires no design, test or trial than he is assumed to have given the go ahead for the order.

Article 13 - Corrections

The client is committed to check the objects given to him by the supplier for the verification of the design, testing, or trials, carefully and expeditiously for errors and weaknesses and to forward his judgment to the supplier promptly. The supplier should carry out the corrections indicated by the client, but will not be liable for errors not indicated. Changes to the original order of whatever nature (in the text or image, in the operation, or placement, in the formats, etc.), made by or on behalf of the client in writing or in any other way, will be invoiced additionally to the client and extend the completion deadline. This also applies to the machinery stand-by whilst awaiting the "go ahead for order". The verbal changes given, for example, by telephone, are carried out at the risk of the client. Approval from the part of the client applies as recognition that the supplier has carried out, prior to the trials, the tasks

related to this in accordance with the contract.

Article 14 - Go ahead for order

The transfer by the client of a dated and signed "go ahead for order" absolves the supplier of all liability for errors or omissions found during or after the execution of the contract which have nothing to do with the mere achievement. The "go ahead for order" remains the property of the supplier and serves as evidence in the event of dispute.

Article 15 - Materials of the client - Disposition

If the client makes material available to the supplier, this must be timely (taking into account the order planning) and properly packaged and delivered free of charge to the premises of the supplier. The signing for receipt of the transport documents only confirms the receipt of the material. If the client delivers pre-press material digitally without a printed version of it, then the supplier will bear no responsibility for the outcome of the exposure. If the client provides the supplier with digital files, he must keep the original files himself and he is responsible for the quality of these files. The supplier is not responsible for the typographic quality of the ready recorded models or files that he receives from the client. Except for intentional or serious error by the supplier, its staff or sub-contractors, difficulties or delays during the production, caused by problems with delivered materials, will extend the delivery period and increase the price with the additional costs caused by these problems.

Article 16 - Materials of the client - Safekeeping

The supplier is never obliged to keep the materials of the client. If the client wishes that the supplier shall keep for the client production elements such as print setting, films, mountings, capping, designs, drawings, discs, programs, digital (data) files, he will agree this in writing with the supplier before the implementation of the contract. The safe keeping is at risk of the client, who will expressly exempt the supplier from any liability in connection with the safe keeping (including loss or damage), except in the case of intent or serious error of the supplier.

Article 17 - Materials of the client - Risk

All goods (originals, models, movies, media, pressure carriers, etc.) entrusted by the client and in the premises of the supplier remain there for account and risk of the client, who exempts the supplier expressly of any responsibility of any kind, amongst other in the event of damage or loss, either in whole or in part, for any reason whatsoever, except in the case of intentional, serious error of the supplier, its staff or subcontractors. The same applies for goods that are intended for the client.

The safe guarding costs are charged with effect from the date notified to the client. In the absence of payment on the agreed date, these costs may be retained as security and bond for the sums owed.

Article 18 - Materials of the client - Insurance

By the written request the supplier is prepared to cover all risks with an insurance for which the premium is to be borne by the client. This insurance covers only the repair of the damage to the material, but never any depreciation which may be the consequence of this repair, or any indirect damages, including loss of profits.

Article 19 - Vehicles

The vehicle to be glued is delivered properly cleaned on the eve of the day that the contract will be carried out. Not washed vehicles shall be cleaned for the account of the client. For this purpose the risk remains to be borne by the client. Not washed vehicles may, however, also be refused by the supplier. The result of this is that the vehicle needs to be dried well 24 hours at room temperature, allowing the delivery period therefore to be extended with at least a day. Degreasing is done on the dry vehicle by the supplier. To ensure a long term and good adhesion, the vehicle needs after the gluing remain 24 hours in a temperature of 18° C and 48 hours if the external temperature is less than 10° C. If not, the initial adhesion will poorly or not evolve into a final adhesion. Therefore if a vehicle is retrieved earlier than this time limit, any attachment problems will not fall under the responsibility of the supplier. If a vehicle has ever been partly or totally resprayed, this should definitely be notified in advance. In such cases, the paint can come loose during removal of the stickers when this respraying is not carried out in a proper way. The supplier who carries out the gluing, is in no way responsible. In any case a paint job on a vehicle needs to harden at least 6 weeks after a respray before it can be glued. Vehicles delivered to the supplier for the measuring, gluing, lettering, washing, degreasing remain under the responsibility of the client. The latter is still responsible for any damage to the vehicles, except if the damage is due to a serious error of the supplier or one of the employees of the supplier. By the delivery of the vehicle, the client shall grant the supplier permission to move the vehicle to the industrial area of the supplier. The supplier shall take all possible measures to stable the vehicles safely. Neither is the supplier responsible for any damage caused by third parties or theft of the vehicle.

Article 20 - Manner of the execution of the contract

The supplier will perform the work to be carried out by him in a careful manner on the basis of the given contract, in accordance with the requirements of good workmanship. If the contract contains the placing or fixing of constructions, billboards, light boxes and such, the client needs to have ensured that any necessary licenses have been granted and that all other legal or other requirements are met. The client shall indemnify the supplier for all liability that may arise if such authority is absent. Moreover, it cannot be deduced from this that the supplier in any way has not complied with obligations resulting from the agreement. The supplier shall determine in consultation with the client the way in which the given contract is executed. This is without prejudice of the client's responsibility towards the supplier that, in the case the work (partly) includes the installation of items on or to other matters, that these other matters are suitable for this. The supplier may be confident that the client has strictly done his research duty in this area, as well as notification requirement of the client attached thereto. The supplier has no research duty for this and such research does not expressly fall under the associated work from the scope of the contract, unless from an otherwise written agreement. With regard to inherently vulnerable things such as windows, it implies that any damage that occurs at or shortly after the work related to the contract is deemed to be caused by the unsuitability of the items for the contract and not by the way in which the contract is performed, except in the case of negligence or serious error of the supplier, its staff or subcontractors. If and to the extent that the job includes work with respect to scaffolding which are or will be anchored in the soil, the client shall ensure that no wires, lines, pipes or other obstacles are present on the spot in the soil. The client has a research and communication duty, and not the supplier. The client is responsible that the site is (almost) flat, paved, and that there are no obstacles, vegetation or other items present which would make the implementation of the work more difficult. If the supplier would consider it necessary, he is free without the consent of the client to remove such matters, as well as to determine what activities will be charged as additional cost to the client. If the supplier at the request of the client carries out the contract with the help and (or) with the materials or semi-finished products supplied by the client, this will take place entirely at the risk of the client. In particular, but expressly not limited to, durability, adhesion, abrasion resistance, light and colour fast of the in such manner manufactured and (or) processed items by the supplier. The client is committed to point out to the supplier the special difficulties or health risks during the printing and (or) processing of the materials and products supplied by him. The supplier has the duty on request, to inform the client in advance of the way in which the execution is given shape, unless this is contrary to the nature of the contract. The supplier has the right without notice to the client, to award or to let the contract, or parts thereof be carried out by third parties that are not in his service, if in his view this promotes an effective and efficient implementation of the contract. If the supplier in the execution of the contract, has carried out work to the benefit of the client, which is not covered by the work as defined in or according to the acceptance of the contract, for the related records in the administration of the supplier, the presumption is derived that this work is carried out in command of the client. These notes should relate to interim agreement between the contractor and the client.





Beroepsgebruiken en algemene voorwaarden - sign

Opgesteld door FEBELGRA, Federatie van de Belgische Grafische Industrie vzw, lid van het Verbond van Belgische Ondernemingen.

Article 21 - Periodic tasks - Cancellation

The client may only deprive the supplier of a task of periodic nature, i.e. a task with recurring part-tasks, provided that he respects the following defined notice periods. The notice must be notified by registered letter. In case of non-compliance with the time limits the client will reimburse the supplier for all the damage suffered and the loss of profit during the period of non-compliance.

Notice period:

- 3 months for a contract of a periodical nature with an annual turnover up to 7,500.00 EUR;
- 6 months for a contract of a periodical nature with an annual turnover up to 25,000.00 EUR;
- 1 year for a contract of a periodical nature with an annual turnover of 25,000.00 EUR or more.

Article 22 - Procedures for delivery or implementation of the contract

The time limits stipulated in writing with the order become effective from the working day that follows the delivery of the necessary elements.

The client is, with the implementation of the agreement by the supplier, committed to do what is reasonably necessary or desirable to make a timely delivery and acceptance by the supplier possible.

The agreed delivery time limits or deadlines for the implementation of the contract shall be extended at least to the extent that the client has failed during the surrendering of the necessary elements, as well as for the return of the improved design, tests or trials and of the "go ahead for order". If the execution of a job, or the delivery at the request of the client, is done within a shorter period than the normal foreseeable period, and it causes additional costs, these will be charged.

In the case of a delivery, it takes place in the premises of the client, unless otherwise agreed. Packaging and transport are to be borne by the client. The risk of the goods during that transport is borne by the client.

Digital deliveries will take place to the e-mail address specified by the client for this purpose, also (at the risk of the client) by uploading to a remote server, as well as by making it available on the server of a servant or agent of the supplier.

Article 23 - Deviations

The client is required, immediately after the delivery of the services and (or) items and (or) data, to examine in detail whether the performance of the supplier is sound and in accordance with the contract.

The performance of the supplier shall always apply between the parties as sound and in accordance with the contract, if the client after delivery or performance of the contract has taken in use the delivered, a portion of the delivered or the result of the executed contract, has edited or processed, has supplied to third parties, respectively has made to take into use or has made to be edited. This article also relates to tasks that include the assembling or transport of items.

Deviations of minor importance - including deviations with regard to colour or screen display - of the intended performance referred in the contract or of a design, test, or trial do not change the obligations resting on the parties and therefore are no reason for example for rejection, discount, dissolution of the agreement or damages compensation.

Deviations which, taking all circumstances into account, reasonably have no or an inferior influence on the (usage-) value of the delivered goods, are always considered as deviations of minor importance. In the reproduction the supplier is allowed a certain latitude concerning sharpness, tone and colour reproduction. Deviations that are typical to the nature of the work to be carried out must be authorised.

Article 24 - Guarantee

Delivered items or work supplied by the client are expressly excluded of any guarantee: normal wear (including gradual discolouration, chalking and shine reduction), reduction of usage potential and decreasing compatibility by progression of the technique or otherwise, any form of damage that originates by or after the application by the client himself of (adhesive) materials, damage caused by improper or careless use, damage after or as a result of changes made after delivery. The supplier guarantees the soundness of the structure of the items delivered, but never exceeding the guarantee provided by his own supplier.

The guarantee for items supplied by the supplier, but items or works provided by others, only includes the guarantee given by the others to the supplier.

With regard to the warranty applies only what is stated here, except in so far that it is differently agreed to in writing between the client and the supplier.

Article 25 - Cancellation

If at the request of the client the order is cancelled, the invoicing will take place at the stage of implementation of the order (wages, raw materials, subcontracting, etc.). The charged amount will consist of the costs incurred by the supplier, plus damage for breach of contract that amounts to 15 % of the agreed price, with a minimum of 75.00 EUR. In case of interruption of a given contract because of the late reaction to the documents submitted by the client will, after a period of one month the given contract be invoiced in its stage of implementation as indicated above. If at the request of the client the implementation is temporarily suspended, a provisional invoicing can take place in the stage of implementation of the order (wages, raw materials, subcontracting, etc.).

Article 26 - Payment

At the time of acceptance of the contract an advance can be requested to be paid of one third of the order amount, the same advance at the submission of the final improved design or the "go ahead for order" and the balance at the delivery.

The bills of exchange, cheques, mandates or receipts do not mean renewal, nor deviation. In the case of billing of one or more part contracts deducted from a still not fully implemented total completion, the client may not rely on this to postpone payments until after the final acceptance.

Article 27 - Processing of Personal Data for the Principal

It may be that the supplier, within the framework of the execution of the order, has to process personal data as defined in the applicable regulations. In this case, the supplier acts as the processor for all operations taking place at the request of the principal, who will be considered responsible for the processing. The supplier will then process the personal data solely on the basis of written instructions from the principal, and for the purpose of the execution of the order.

The principal undertakes fully and solely to comply with the statutory requirements, being the one responsible for the processing of the personal data. The supplier shall, in good faith, assist the principal in ensuring and proving compliance with the applicable statutory requirements.

Staff members of the supplier who have access to the data are bound by an obligation of confidentiality. The supplier shall take reasonable technical and organisational measures to secure the data as is customary in the sector. The principal confirms that the data are not subject to any particular statutory safety or confidentiality requirements, except insofar as has been agreed in writing between the supplier and the principal. The principal agrees that the supplier may entrust the processing of the personal data to a third party, including outside the European Union, provided that the supplier ensures compliance with applicable regulations. After completing the order, the supplier is under no obligation to retain the personal data.

Article 28 - Processing of Personal Data for the Supplier

In the event that the supplier, upon execution the order, has to process personal data for his own purposes, namely for the management of the relationship with the principal and of his order, the supplier shall be responsible for the processing. In that case, the personal data are only processed insofar as necessary for the performance of the agreement with the principal, or for compliance with the applicable legislation, and for defending the supplier's legitimate interests. The supplier shall ensure compliance with the applicable legislation for these operations. The principal agrees that the supplier may entrust the processing of the personal data to a third party, including outside the European Union, provided that the supplier ensures compliance with applicable regulations and compliance with the present General Terms and Conditions.

Article 29 - Due date

The invoices are payable at the latest on the due date to the company of the supplier. When an invoice is not paid in due time an interest is payable as well as a damage compensation to cover the collection costs, conventionally

determined at 15 % of the outstanding debt with a minimum of 75.00 EUR. The supplier has the right to claim a higher fee if he can prove that he has suffered higher damage.

Furthermore the supplier has the right to request immediate payment of all other not expired invoices and of all other amounts, for which the supplier has granted the client postponement of payment. In addition the supplier has the right to suspend the execution of the ongoing contracts until the client has paid the advances mentioned in previous article.

Article 30 - Lien

The supplier has the right to retain the goods until the full price has been paid. This lien applies to all raw materials, materials, documents, elements necessary for the manufacture, articles, merchandise, or equipment supplied by the client to perform the contract and applies to all items that were achieved as a result of the contract. The client shall only become the owner of the goods sold after the monies have been paid in full. The risks to which goods are exposed, however, are also to be borne by the client as soon as they are ready for collection.

Article 31 - Complaints

At the risk of expiry of the right, the client must send any complaint or protest by registered mail to the supplier within 8 days after receipt of the first delivery of goods or the performance of the contract. If the client has not taken receipt of the goods, the period of 8 days begins from the date of the invitation to take receipt of the goods. Failing that, from the date of invoice. If the supplier has not received a complaint within this period of 8 days, this results in that the client has fully accepted all goods. If the client uses a part of the delivered goods or send it to third parties by post or delivers to a distribution company for distribution, this means that he has accepted the entire dispatch. Defects on a part of the goods delivered do not give the client the right to reject the whole order. At the risk of expiry of the right to the client must send any complaint or protest with regard to the invoice of the ordered goods or the contract carried out to the supplier by registered letter within 8 days after receipt of the invoice. If the supplier does not receive a complaint within this period of 8 days with respect to the invoice, it is considered that the client is in agreement with the invoice.

Article 32 - Force majeure

Cases of force majeure, and, more generally, all the circumstances preventing the execution of the contract by the supplier, reduce or delay or even, which cause an excessive burden on the fulfilment of the commitments entered into by him, may relieve the supplier from any liability and put him in the position, depending on the circumstances, either to reduce its commitments, or break the agreement or to suspend the execution of it, without that he is obliged to pay any compensation. The following are considered as such amongst others: war, civil war, mobilisation, unrest, strike and lock-out, both with the supplier as well as with his sub-suppliers, machinery breakage, computer virus or bug, fire, water damage, interruption of transport, supply difficulties in raw materials, materials and energy and restrictions or prohibitions imposed by the government.

Article 33 - Liability

Even when a "go ahead for order" was given, the client remains committed to subject the supplied goods or the executed task to a satisfactory inspection. In the case of error or poor finish the liability of the supplier is limited only to the execution of the required improvements or to the remanufacturing of the defective goods and may not give rise to any compensation, except in the case of intentional or serious error of the supplier, its staff or subcontractors. The supplier is never liable for indirect damage caused to the client for example loss of profit. The supplier's liability is in any case limited to the amount of the contract, i.e. the amount that the client would have paid if the contract would have been carried out to the satisfaction of the client.

Article 34 - Encroachment of the validity - Non-renunciation

If any clause of these Terms are to be considered as invalid, illegal or void, this will in no way affect the validity, legality and applicability of the other clauses. Failure at any time by the supplier to enforce or to exercise any of the rights set out in these Terms, could never be seen as a renunciation of these rights and will never affect the validity of these rights.

Article 35 - Jurisdiction

Any dispute relating to the conclusion, the validity, interpretation or implementation of this agreement and of the agreements derived therefrom, shall be governed by Belgian law and will belong to the exclusive jurisdiction of the courts of the area in which the company of the supplier is located.