

General conditions of sale

ART. 1 : General

Unless expressly specified in writing, the following terms and conditions exclude the application of all other general conditions of the transactor, as well as all other previous conditions of fact or law entered into between the two parties, and are binding on all our prices, work, agreements and deliveries.

ART. 2 : Quotations

Initial quotations submitted to the Purchaser are non-binding preliminary offers, valid for the stated period only. Quotations are subject to confirmation by our Reproduction Department and to stock availability.

Supplements, amendments, author corrections and price increases of raw materials will give rise to additional invoice charges.

Prices are always quoted in Euros excluding VAT. Consequently, our prices are subject to VAT and any additional charges applicable on the order date.

ART. 3 : Samples

Unless prior written agreement is obtained to the contrary, charges arising from the creation and delivery of samples shall be subject to additional invoice charges. Samples will remain the legal property of the Vendor and shall be returned in the same condition as received. If not, the samples will be invoiced.

ART.4 : Order Confirmation and "Pass For Press"

The Purchaser who places the order is liable and legally responsible for the activities of any intermediaries or agents it may employ.

Cancellations must be made in writing and are only confirmed after the Vendor's written confirmation of cancellation. In case of cancellation, the Purchaser will be charged for all costs, services and payments already incurred by the Vendor associated with the order.

Signed agreement of "Pass For Press" by the Purchaser discharges the Vendor from any responsibility for errors and omissions subsequently noted during or after printing. The Vendor cannot in any way be held responsible for spelling mistakes or linguistic and grammatical errors.

The "Pass For Press" agreement will remain the legal property of the Vendor and used as proof in case of legal dispute.

ART. 5 : Delivery

Delivery dates are given in good faith but are approximate only and do not legally bind the Vendor unless a specific agreement on damages and interest is entered into by the two parties. Delays in delivery cannot under any circumstances give rise to payment of a fine, damages, interest or cancellation of an order.

All project work and merchandise are held at our head office. When these are in transit to the Vendor, they are shipped at the Purchaser's risk and the Purchaser is responsible for arranging any necessary insurance against damage and loss, even if the items are carriage free.

In case of cash on delivery, storage charges must also be met by the Purchaser.

ART. 6 : Force majeure

In cases of Acts of God or Force majeure, the Vendor has the right to terminate all or part of its activities and to suspend the execution of contractual obligations without advance warning and without breach of contract. Force majeure includes circumstances such as war, civil war, mobilisation, civil unrest, strike action, lockouts, breakdown of machinery, fire, transport disruption, shortages of raw materials, materials and fuel in addition to officially imposed measures and government restrictions.

ART. 7 : Tolerances and Variations

The Vendor cannot be held responsible for minor variations in quantities, design and colours of the order.

All special order requirements, such as indelible ink or inks suitable for food products, must be stipulated to the Vendor when the quotation is requested. If these requirements are added after this time, then this may result in a price increase.

ART. 8 : Liability

The Vendor declines all responsibility for infringement of the exclusive rights of a third party, such as breach of copyright, protected drawings, plans and trademarks arising from the completion of the order. In case of dispute between the Vendor and any third party alleging that the Vendor's work constitutes a breach of exclusivity rights, the Purchaser must assume responsibility for this and furthermore must compensate the Vendor for any resulting prejudicial damages or consequences arising from such claims or actions.

The Vendor declines all responsibility in case of loss, theft or deterioration of any digital equipment or of any original plans or drawings supplied by the Purchaser to the Vendor.

ART. 9 : Defects

Any complaints with regard to apparent defects must be submitted by registered letter within 8 days of receipt of merchandise, and any complaints regarding hidden defects must be submitted by registered letter within three months of receipt of merchandise.

Once the Vendor is made aware of any defect in merchandise supplied, the Vendor warranty allows the Vendor to replace the goods, repair the goods or issue a credit note for the faulty goods at Vendor's option.

A defect in part of the order does not authorise the Purchaser to refuse the order or goods in whole. Under no circumstances shall the Vendor be liable for any damages or charges resulting directly or indirectly from these defects.

ART. 10 : Risk and Retention of Title

All work and goods carried out by the Vendor and delivered to the Purchaser shall remain the sole title property of the Vendor until full payment of all invoices and charges is received. Therefore, if the Purchaser is subject to recovery proceedings or goes into administration, the Vendor reserves the right to exercise the option to lay claim to the merchandise sold to the Purchaser in lieu of payment.

The Vendor retains sole property rights of all the creative concepts, texts and drawings produced for the Purchaser and these cannot be copied or imitated except as otherwise agreed to in writing by the Vendor and Purchaser.

ART. 11 : Payment

Invoices over €1.201,00 are payable by bank transfer to the Vendor's head office and are due strictly 30 days from the invoice date without discount, unless otherwise agreed.

Invoices of €1.200,00 or less are payable before delivery by bank transfer or by cash on delivery.

An initial deposit payment of up to 50% of the total invoice value may be requested at the time of placing the order.

In case of total or partial non-payment or late payment, the Vendor reserves the right to charge late payment charges of 15% annual interest from the invoice date without further notice.

Furthermore, if the invoice total and interest in question remains unpaid two weeks following despatch of a registered reminder letter, the amount owing will be increased by a further compensatory amount, set at 10% of the amount owing and at a minimum of €250,00.

ART. 12 : Prices

Prices for work and goods sold are the prices in force on the confirmed order date. The Vendor reserves the right to increase these prices by the amount of any increase arising from higher costs of raw materials, taxes and legislation or any other cause beyond its reasonable control without advance notice.

ART. 13 : Arbitration

If any dispute or difference whatsoever should arise, the Court of Arbitration in Luxembourg and the arbitration court of the area of the Purchaser's head office shall solely be authorised to arbitrate, even in the case of multiple defendants, an intervention claim or the introduction of third parties.