



**FEBELGRA**

## **BUSINESS PRACTICES AND GENERAL CONDITIONS SPECIFIC TO THE PRINTING INDUSTRY**

Drawn up by FEBELGRA, the Federation of the Belgian Graphic Industry,  
A member of the Association of Belgian Enterprises.

### **GENERAL PROVISIONS**

The present general conditions and business practices shall apply to all our quotes, tasks, agreements and supplies. Any offer and acceptance of any order is subject to subsequent approval from the supplier's credit insurer.

#### **Article 1**

The Client is the party who places the order, and the supplier is the party who agrees to execute the order.

#### **Article 2**

The sending to a supplier of production elements (raw materials, models, copies and/or computer files, etc.) with the request, without express reservation, to supply a proof or draft, brings with it the commitment to entrust the work to this supplier or to compensate him for the costs incurred.

#### **Article 3**

The supplier's offers are without obligation and subject to examination of the documents to be reproduced and/or typeset. In the event that the salaries and/or the prices of the raw materials increase, the prices quoted are reviewed according to the FEBELGRA indexation formula, which shall be sent to the Client upon first request. The quotes are always drawn up exclusive of taxes, which in all cases, are borne by the Client. The period of validity of a quote is one month for an order to be completed within three months. The price quoted is valid only for the task stated in the quote.

Should the Client wish to take advantage of a lower VAT rate or exemption from VAT, notice must be given of this at the commencement of the order.

#### **Article 4**

In the case of combined price quotes, there is no obligation to supply a part of the order against payment of the corresponding part of the total price.

#### **Article 5**

Should an invoice to a third party be required, this must be stated in the request for quotation or the order confirmation.

Any person or company that places an order with the request to invoice the job to a third party is and shall remain personally responsible for the payment thereof, even if the supplier has given his agreement to this mode of invoicing, except in cases where the third party has co-signed the order form.

### **REPRODUCTION RIGHTS AND USE OF THE SUPPLIER'S NAME**

#### **Article 6**

The supplier is not responsible for infringements of the reproduction rights held by third parties if he executed the printing or production order in good faith. Only the Client is liable. Any dispute regarding reproduction rights suspends the performance of the order.

#### **Article 7**

If the law so requires, the Client may not oppose the use of the supplier's name, even if the name of a publisher or intermediary, advertising agent or other parties already appears on the printed work.

### **TYPESETTING, MATERIALS OF THE SUPPLIER, PROOFS AND "READY FOR PRESS"**

#### **Article 8**

The production elements required to complete an order correctly shall remain the property of the supplier who has produced them. Should the production elements take a form which can be used by the Client to create new items which carry rights of reproduction, the supplier shall retain exclusive rights on the production elements which he has created.

#### **Article 9**

The supplier shall choose the letter type and the layouts freely. The supplier is not responsible for the typographic quality of the ready to print models or files of any completed pages, which he receives from the Client.

#### **Article 10**

In the event that the Client places materials at the disposal of the supplier, such materials must be delivered on time (taking account of the order schedule) to the premises of the supplier, properly packaged and carriage paid. The signing for receipt of the transport documents confirms only receipt of the materials. In the event that the Client sends prepress materials in digital form without a printed version thereof, the supplier does not bear any responsibility whatsoever for the results of the exposure. In the event that the Client places computer files at the disposal of the supplier, he must store the original files himself and he is responsible for the quality of such files. With the exception of malicious damage and professional negligence on the part of the supplier, his personnel or his subcontractors, any difficulties or delay during production caused by problems with supplied materials shall extend the deadline and increase the price by the amount of the additional costs incurred by such problems.

#### **Article 11**

At the request of the Client, the supplier shall provide a simple proof or laser print, blueprint or imposition proof. Any proofs, inter alia, in true colours and/or on edition paper shall result in extra costs. If the Client does not request a proof, the supplier shall under no circumstances be responsible for the quality of the end product.

#### **Article 12**

The supplier shall rectify the printed errors and word splitting errors pointed out by the Client, but he is not responsible for spelling, linguistic or grammatical errors.

Any changes whatsoever to the original order (in the text, in the processing or positioning of illustrations, in the formats, in the printing or binding work, etc.) made in writing or in any other manner by or in the name of the Client, shall be charged to the Client as a supplement and shall extend the deadline. This also applies in the case of machine downtime pending the "ready for press" or "ready for bindery".

Any changes made verbally or by telephone shall be carried out at the risk of the Client.

#### **Article 13**

The sending by the Client of a dated and signed "ready for press" discharges the supplier of any liability for the errors or omissions that come to light during or after the printing. The "ready for press" remains the property of the supplier and serves as documentary evidence in the event of a dispute.

### **STORAGE**

#### **Article 14**

In the event that the Client wishes the supplier to store production elements such as compositions, films, montages, cutting forms, drafts, drawings, diskettes, etc., he shall agree this in writing with the supplier before the execution of the order. Such items are stored at the risk of the Client who expressly discharges the supplier of any responsibility in connection with such storage (including loss or damage), except in the case of malicious damage or professional negligence on the part of the supplier. Offset-printing masters are not stored.

### **DELIVERY DEADLINES**

#### **Article 15**

The deadlines stipulated in writing at the time of placing the order shall only start from the working day following the handing-over of the necessary elements. The agreed delivery deadlines are extended at least to cover the period during which the Client has failed to deliver the necessary elements or to return the rectified proofs and the "ready for press". All circumstances which hinder, scale down or delay the execution of the order by the supplier or which result in extraordinary difficulty with regard to the performance of the commitments undertaken by him discharge the supplier from any liability and allow him, according to the case in question, either to reduce his commitments or to cancel the agreement or to suspend the execution thereof, it being understood that he shall not be held to pay any compensation for damages. The following, among others, shall be considered as such: war, civil war, mobilization, riots, strike and lockout, either on the premises of the supplier or on the premises of his suppliers, breakdown of machinery, fire, breakdown of means of transport, difficulties with supplies of raw materials, materials and power and restrictions or prohibition imposed by the authorities.

Should an order be executed at the Client's request within a shorter time than is normal or is originally provided for, additional costs incurred shall be added to the invoice.

## PERIODS – CANCELLATION

### Article 16

The Client may only discontinue the execution of an order of a periodic nature, i.e. an order involving recurrent partial orders, by giving the advance notice of cancellation stipulated below. Notice or cancellation must be served by registered letter. In the event of failure to meet the deadlines, the Client shall compensate the supplier for all damage incurred and loss of profits during the period of non-fulfilment.

Periods of notice:

- 3 months for an order of a periodic nature with an annual turnover of 7 500 EUR;
- 6 months for an order of a periodic nature with an annual turnover up to 25 000 EUR;
- 1 year for an order of a periodic nature with an annual turnover over 25 000 EUR.

## DEROGATIONS

### Article 17

For paper, cardboard and bookbinders' materials incorporated by the supplier, the Client accepts the tolerances stated by the manufacturers of such materials. The Client may supply and deliver 5% (with a minimum of 100 copies) more or less than the number of copies ordered. In the case of printed work requiring complicated or particularly difficult finishing work, the supplier may supply and invoice 20% (with a minimum of 200 copies) more or less than the number of copies ordered. The reduction or increase in the number of copies shall be charged at the price of additional copies.

The supplier shall be permitted some latitude as regards sharpness, shading and colour reproduction. Discrepancies peculiar to the nature of the work must be accepted.

### Article 18

All orders are executed with the normally available raw materials. Special requirements such as ink light stability, suitability for foodstuffs, etc. shall be stipulated by the Client at the time of the price request. In the event that such requirements are stipulated at a later date, this may result in a price adjustment. Total consistency of the colours to be reproduced, the perfect inalterability of the inks and the perfect inalterability of the inking and of the register are not guaranteed. The Client shall accept any derogation specific to the nature of the work to be executed expressly.

## COMPLAINTS AND RESPONSIBILITY

### Article 19

Under penalty of loss of rights, the Client shall send any complaint or protest by registered letter to the supplier at the latest within 8 days following receipt of the first delivery of goods. In the event that the Client does not take reception of the goods, the period of 8 days starts from the date of the invitation to receive the goods, or otherwise from the invoice date. In the event that the supplier does not receive any complaint within this period of 8 days, it shall be considered that the Client has accepted all the goods in full. If the Client uses part of the goods or has them dispatched to third parties by post or for distribution to a distribution company, it shall be considered that he has accepted the entire run. Any nonconformities affecting part of the delivered goods do not entitle the Client to refuse the entire dispatch.

In the event of inadequately completed work the supplier's responsibility shall be limited to the execution of the rectification required. Should this not be possible, then the responsibility of the supplier is limited to taking back nonconforming copies, which shall be counted at the price of the additional copies. If the error has not resulted in unusability, then the compensation due shall be limited to the direct damages demonstrated by the Client. These damages shall not exceed the percentage part of the error calculated on the whole selling price. The supplier is not liable for any indirect damage to the Client, for example: loss of profit.

## MATERIALS OF THE CLIENT – RISK

### Article 20

The delivery takes place on the premises of the supplier. Packaging and transport shall be borne by the Client. The risk to the goods during transport shall be borne by the Client.

### Article 21

All goods (paper, films, information supports, etc.) which are entrusted to the Client and are on the premises of the supplier shall remain for the account of and at the risk of the Client, who expressly discharges the supplier from any responsibility whatsoever, including in the event of damage or loss, whether partial or whole, for any reason whatsoever, except in the case of malicious damage, professional negligence on the part of the supplier, his personnel or his subcontractors or if the aforementioned custody is one of the main services of the agreement. This also applies in the case of goods that are intended for the Client. The storage costs are charged from the date notified to the Client. In the event of non-payment by the agreed date, any such goods may be retained as guarantee and pledge for the amounts outstanding.

## PAYMENT – JURISDICTION

### Article 22

At the time of the order, a deposit of 1/3 of the amount to be paid may be requested, a further similar deposit after receipt of the "ready for press" may be requested and the balance upon delivery. Bills, cheques, warrants or receipts do not constitute any novation or derogation. Interest equal to the rate of reference of the European central Bank, increased by seven points of percent and round up to the half point of superior percent shall be charged ipso jure and without notice of default from the due date on any unpaid invoice. If the invoice is not paid in principal nor the interest within fourteen days after the sending of notice of default by registered letter, the amount outstanding shall be increased by additional compensation for damages conventionally set at 15% of the amount payable on the due date with a minimum of 50 EUR.

Furthermore, the supplier shall be entitled to request immediate payment of any and all invoices not yet falling due and of any and all amounts for which the supplier has granted an extension of payment to the Client. Moreover, the supplier shall then be entitled to suspend the execution of existing contracts until the Client has paid the advance payments described in the present article.

### Article 23

In the event of delivery on demand, the invoice amount of the total order shall be invoiced upon first delivery.

### Article 24

In the event that the order is cancelled at the request of the Client or the execution is suspended prematurely, the invoicing shall be carried out according to the stage of progress of the order (salaries, raw materials, subcontracting, etc.). This amount shall be increased with an additional conventional compensation payment of 10% for cancellation of contract.

### Article 25

The Client only becomes owner of the purchased goods once the complete amounts have been paid in full. However, the risks to which the goods may be exposed shall be borne by the Client as soon as such goods are placed at his disposal.

### Article 26

All disputes shall be referred to the courts of the territory in which the company of the supplier is located.