

# TERMS AND CONDITIONS

## 1. Scope

1.1. These terms and conditions (hereinafter referred to as the “Terms”) apply to all offers, orders, and agreements with the private limited company “PrintAlert,” located at 2060 Antwerp, Korte Lobroekstraat 1-5, registered in the Antwerp Companies Register under enterprise number 0894 941 596 and VAT number 0894.941.596, particularly for transactions made through the webshop “www.printalert.be” (hereinafter: the “Webshop”).

1.2. By placing an order, accepting an offer, or entering into an agreement with PrintAlert, the customer (hereinafter the “Customer”) confirms that they have read, understood, and accepted the Terms, and declares that they hold a copy of these Terms. The Terms are also available online via <https://printalert.be/en/terms-and-conditions/> (hereinafter: the “Website”).

1.3. The Terms apply to both businesses and consumers. If an article specifically refers to consumers, the Customer is referred to as “Customer-Consumer.”

1.4. These Terms are exclusive, and PrintAlert does not accept any other terms and conditions from the Customer.

1.5. Together with the offer and purchase receipt, these Terms constitute the entire agreement (hereinafter the “Agreement”) and replace all previous oral or written arrangements, communications, and proposals between the parties.

1.6. Deviations from these Terms are only valid if confirmed in writing by PrintAlert.

1.7. The Terms apply to both stock products (“stock items”) and custom-made products (“custom items”), collectively referred to as “items.”

## 2. Offers and Quotations

2.1. PrintAlert is not responsible for material errors, typographical errors, or printing mistakes in offers. Quotations are considered invitations to purchase and are only valid for the specific sale or assignment they pertain to.

## 3. Orders – Submission of Files

3.1. An agreement with PrintAlert is established once the Customer places an order through the Website or via a signed purchase receipt, and the order is confirmed by PrintAlert via email (the “Order Confirmation”). PrintAlert reserves the right to refuse orders without providing reasons.

3.2. For custom-made items, there are two options for submitting files: through online file verification or by submitting them to a PrintAlert employee.

3.3. Files that are not submitted according to the specified methods may be refused by PrintAlert.

3.4. Print colors may differ from those displayed on a screen or a personal printout. Such variations are not grounds for non-payment or cancellation of the Agreement.

3.5. Deviations in size up to 5% are allowed and do not entitle the Customer to withhold payment or cancel the Agreement.

3.6. Deviations in quantity up to 5% are permitted. Excess quantities will not be charged, and shortages will not be compensated.

#### **4. Right of Withdrawal**

4.1. The Customer-Consumer has the right to withdraw from the Agreement within 14 calendar days without providing any reason, except for custom-made items.

4.2. To exercise the right of withdrawal, the Customer-Consumer must notify PrintAlert in writing. The model withdrawal form can be used but is not mandatory.

4.3. PrintAlert will refund all payments, including delivery costs, within 14 days of receiving the withdrawal notice. PrintAlert may withhold reimbursement until the items have been returned.

4.4. The Customer-Consumer must return the items within 14 days of the withdrawal notice in their original packaging and in the same condition as received. PrintAlert will cover the return shipping costs unless otherwise agreed.

4.5. The right of withdrawal does not apply to custom-made items or sealed products that are not suitable for return due to hygiene reasons after opening.

#### **5. Delivery/Hand-over**

5.1. Deliveries are made according to the Incoterm® "Delivered At Place" (DAP) (Incoterms® 2010) at the address provided by the customer or at PrintAlert's headquarters. The risk transfers at the moment of delivery.

5.2. Any additional delivery not explicitly stated in the purchase receipt or order confirmation will be charged as a separate delivery.

5.3. PrintAlert reserves the right to split deliveries or set other delivery conditions, except in agreements with consumers.

#### **6. Deadlines**

6.1. Orders are shipped after payment is received. PrintAlert aims for next business day delivery for orders placed before the relevant product's deadline, provided the items are in stock.

6.2. During the ordering process, the customer can modify the desired delivery date and timeframe for an additional fee.

6.3. Delivery deadlines are indicative and cannot result in compensation or cancellation of the agreement in case of delays, provided that PrintAlert delivers within 30 days after payment.

## **7. Advance Payments**

7.1. PrintAlert may request an advance payment of 30% to 50% of the estimated total price.

7.2. The advance must be paid immediately. In case of late payment, PrintAlert may suspend its services.

## **8. Prices**

8.1. Unless otherwise specified, prices on the purchase receipt are total prices, including VAT, import duties, taxes, and other charges.

## **9. Payment**

9.1. Orders must be paid in advance.

9.2. Customers can choose from various payment methods, such as credit card, Maestro, Bancontact/Mistercash, or bank transfer in advance.

9.3. For business customers, payment after receipt of the invoice may be possible.

9.4. Invoices are payable in full on the delivery or hand-over date.

9.5. Any disputes regarding an invoice must be submitted by registered letter within 15 days of the invoice date.

9.6. In case of non-payment, an interest of 1% per month will be due from the next day, along with a fixed compensation of 10% of the invoice amount (with a minimum of EUR 100.00).

9.7. In case of non-payment, all amounts become immediately due.

9.8. Payments are applied first to collection costs, then to compensation, interest, and finally to the principal amount.

## **10. Retention of Title and Right of Retention**

10.1. Ownership of the items passes to the customer only after full payment.

10.2. PrintAlert reserves the right to retain possession of the items until full payment is received.

10.3. The customer may not sell or encumber the items until full payment has been made.

## **11. Transfer of Rights**

11.1. PrintAlert may transfer its claims for payment to third parties.

## **12. Warranty on Quality and Complaints**

12.1. The customer-consumer is entitled to a statutory warranty of 2 years.

12.2. The customer must inspect the items upon receipt and report any discrepancies within 48 hours.

12.3. The use, processing, repackaging, or resale of the items constitutes acceptance and releases PrintAlert from any liability.

12.4. Complaints about hidden defects must be reported in writing within 48 hours of discovery and within the statutory warranty period.

12.5. In the case of valid complaints, PrintAlert will replace the defective items, provide an equivalent product, or refund the amount paid.

12.6. The customer acknowledges that these remedies constitute full compensation.

12.7. Items may only be returned with prior written consent from PrintAlert.

### **13. Complaints/Liability**

13.1. Beyond the statutory warranty, PrintAlert's liability is limited to the invoice amount or the amount covered by its insurance.

13.2. PrintAlert is not liable for indirect damages, defects caused by the customer or third parties, damage due to misuse, or the customer's failure to comply with legal obligations.

13.3. PrintAlert does not guarantee that the items meet regulations outside Belgium.

### **14. Termination**

14.1. In case of contractual breach, bankruptcy, or evident inability of either the customer or PrintAlert, the affected party may terminate the agreement automatically via registered letter. Upon termination or cancellation, the affected party is entitled to a lump-sum compensation equal to the advance paid, or at least 10% of the total price, plus compensation for actual damages.

### **15. Force Majeure and Unforeseen Circumstances**

15.1. PrintAlert is not liable for failures to perform the agreement due to circumstances beyond its control or not attributable to it under law or general opinion. These include, but are not limited to, material shortages, currency fluctuations, price increases for materials, labor costs, government fees, transport costs, strikes, wars, severe weather, accidents, communication breakdowns, and other impediments.

15.2. In case of force majeure or unforeseen circumstances, PrintAlert, in consultation with the customer, may, without prior notice or judicial intervention:

- (1) propose the replacement of unavailable goods with a functional equivalent;
- (2) temporarily suspend its obligations;
- (3) terminate the Agreement out of court; and/or

(4) renegotiate the Agreement. In case of force majeure lasting more than three months, either party may terminate the non-executable part of the agreement in writing without any compensation.

## **16. Set-off**

16.1. Under the Belgian Financial Securities Act of December 15, 2004, PrintAlert and the customer automatically offset all present and future claims against each other. This results in the largest outstanding balance after automatic set-off, which is enforceable against the liquidator and other creditors.

## **17. Copyright**

17.1. The customer retains intellectual property rights over any materials they submit.

17.2. For orders involving the reproduction of customer-provided materials subject to intellectual property laws, the customer guarantees that they hold the reproduction rights and indemnifies PrintAlert against any disputes. PrintAlert is not liable for infringements of third-party rights if it performs the order in good faith; only the customer is responsible.

## **18. Personal Data Processing**

18.1. The customer acknowledges that PrintAlert may process personal data, as well as third parties appointed by PrintAlert, to the extent necessary for the execution of services. PrintAlert will take necessary measures to protect, process, and store this data in accordance with the General Data Protection Regulation (GDPR) of April 27, 2016.

18.2. More information about PrintAlert's data processing and protection practices is available in the Privacy Policy on the website (<https://printalert.be/en/privacy-statement/>).

18.3. Customers can contact PrintAlert's privacy team via [info@printalert.be](mailto:info@printalert.be) regarding their rights under data protection laws.

18.4. Both the customer and PrintAlert will comply with applicable data protection laws and regulations.

## **19. Applicable Law, Interpretation, and Jurisdiction**

19.1. In case of interpretation, the Dutch version of the terms shall prevail over those in other languages.

19.2. All agreements between PrintAlert and its customers are governed exclusively by Belgian law; the Vienna Convention on Contracts for the International Sale of Goods (CISG) of 1980 is excluded.

19.3. Disputes arising from these terms and/or agreements will be brought before the courts in Antwerp. These terms safeguard the legitimate interests of both PrintAlert and the customer. Should any provision be invalid, null, or unenforceable due to conflict with mandatory law or public order, it shall be applied to the maximum extent permitted.