

GENERAL CONDITIONS OF SALE

ARTICLE 1 BINDING NATURE OF CONTRACT TERMS AND CONDITIONS EXCLUSION OF GENERAL AND SPECIFIC CONTRACT TERMS OF CUSTOMER

1. BY PLACING AN ORDER, THE CUSTOMER ACCEPTS THESE CONTRACTUAL TERMS AND CONDITIONS AND EXPRESSLY DISCLAIMS ALL CONDITIONS OF SALE OR PURCHASE INCLUDED IN ITS PURCHASE ORDER, INVOICE AND ALL DOCUMENTS WHATSOEVER ORIGINATING FROM THE CUSTOMER.
2. ANY POSSIBLE DEROGATION TO THESE CONDITIONS MUST BE AGREED SPECIALLY IN ADVANCE IN WRITING AND MUST BE DRAFTED BY BLACK IS BLUE.

ARTICLE 2 PRICE

1. IT IS AGREED THAT ALL BLACK IS BLUE INVOICES REFER TO THE PRICE ON THE DATE OF DELIVERY AND / OR PERFORMANCE, WHEREBY BLACK IS BLUE RESERVES THE RIGHT TO REVISE ITS PRICES BETWEEN THE TIME OF ORDER AND DELIVERY AND / OR PERFORMANCE.
2. ALL CATALOGUES, PRICE LISTS AND DOCUMENTS GENERALLY ARE PROVIDED FOR INFORMATION PURPOSES ONLY AND DO NOT BIND BLACK IS BLUE. UNLESS OTHERWISE SPECIFIED, A QUOTE FROM OUR COMPANY SHALL BE UNDERSTOOD TO MEAN AS NOT INCLUDING VAT AND OTHER TAXES.
3. TO BE FIRM AND BIND BLACK IS BLUE, ANY OFFER MUST BE RECORDED IN WRITING IN A SPECIAL, PRIOR, EXPRESS DOCUMENT AND MUST BE COUNTERSIGNED BY A MANAGER OR DIRECTOR OF BLACK IS BLUE. THIS OFFER SHALL REMAIN VALID FOR A PERIOD OF ONE MONTH ONLY FROM THE DATE OF CREATION AND SHALL BE DEEMED WITHDRAWN AUTOMATICALLY BY THE MERE EXPIRY OF THIS PERIOD IF IT IS NOT ACCEPTED BEFORE THE END OF THIS PERIOD.
4. EVERY ORDER OF THE CUSTOMER ACCEPTED BY BLACK IS BLUE SHALL DEFINITELY BIND THE CUSTOMER AS REGARDS BLACK IS BLUE.

ARTICLE 3 PERFORMANCE OF THE ORDER

1. ANY PERFORMANCE DUE DATES THAT MAY BE COMMUNICATED BY BLACK IS BLUE ARE FOR INFORMATION ONLY, WHEREBY BLACK IS BLUE SHALL INCUR NO LIABILITY IF THEY ARE EXCEEDED AND FOR THIS REASON THE CUSTOMER SHALL OBTAIN NO RIGHT TO DAMAGES THEREBY. HOWEVER, IN CASE OF DELAY LONGER THAN 90 DAYS AND AFTER NOTICE HAS BEEN GIVEN BUT NOT COMPLIED WITH FOR 30 DAYS, THE CUSTOMER MAY CANCEL THE ORDER IN RESPECT OF THE PART NOT YET PERFORMED AND MAY RETAIN EITHER THE PURCHASE PRICE OR OBTAIN A REFUND OF THE PURCHASE PRICE IN RESPECT OF THIS PART, WITHOUT BEING ABLE TO CLAIM ANY OTHER COMPENSATION OR INTEREST WHATSOEVER. IN ADDITION, THE CHOICE OF VERIFICATION METHODS USED BY BLACK IS BLUE SHALL BE DECIDED EXCLUSIVELY UNDER THE AUTHORITY OF ITS INTERNAL ORGANISATION AND AND SHALL GIVE RISE TO NO RIGHT WHATSOEVER ON THE PART OF THE CUSTOMER.
2. IF STAGGERED TERMS HAVE BEEN STIPULATED, EACH OF THESE MUST BE REGARDED AS CONSTITUTING A SEPARATE CONTRACT, SO THAT EVENTS THAT AFFECT CONTRACTUAL PERFORMANCE SHALL HAVE NO EFFECT ON ANY SUBSEQUENT PERFORMANCE. NEVERTHELESS, IN THE EVENT OF NON-PAYMENT OR PARTIAL PAYMENT OR LATE PAYMENT DUE TO BLACK IS BLUE FOR ANY REASON WHATSOEVER, BLACK IS BLUE MAY SUSPEND ALL CONTRACTUAL PERFORMANCE UNTIL FULL PAYMENT BY THE CUSTOMER OF THE AMOUNTS OWED AS PRINCIPAL, INTEREST, CONTRACTUAL INDEMNITIES OR OTHER FEES, ETC.
3. WHENEVER BLACK IS BLUE IS ASKED TO CONDUCT RESEARCH ON SPECIFIC PROGRAMMES OR SPECIFIC CAMPAIGNS, SUCH RESEARCH SHALL BE PROTECTED BY THE LAWS ON COPYRIGHT AND ARTISTIC CREATION.

ARTICLE 4 COMPLAINTS /PROTESTS

1. ANY COMPLAINT RELATING TO PERFORMANCE OF THIS CONTRACT BY BLACK IS BLUE MUST BE NOTIFIED TO IT BY THE CUSTOMER WITHIN 48 HOURS OF THE EVENT GIVING RISE THERETO. ANY OBJECTION RELATING TO LINE ITEMS ON ITS INVOICES OR DEBIT NOTES MUST ALSO BE NOTIFIED TO BLACK IS BLUE BY RECORDED DELIVERY LETTER. NON-COMPLIANCE WITH THE FOREGOING PROVISIONS WILL RESULT IN FORFEITURE OF THE RIGHT TO COMPLAIN AND PROTEST ON THE PART OF THE ADVERTISER.
2. IN THE EVENT THAT A CUSTOMER COMPLAINT TO BLACK IS BLUE IN RELATION TO THE NATURE OR QUALITY OF THE SERVICES PROVIDED BY IT TURNS OUT TO BE JUSTIFIED, AT THE FREE DISCRETION OF BLACK IS BLUE IN THE MATTER THE CUSTOMER SHALL NOT BE ENTITLED EITHER TO A REPETITION OF THE SERVICE IN QUESTION OR TO THE PAYMENT OF ANY COMPENSATION.

ARTICLE 5 PENALTY AND LATE PAYMENT INTEREST CLAUSE

1. UNLESS OTHERWISE SPECIFIED, ALL INVOICES ARE PAYABLE IN WATERLOO, WITHIN 30 DAYS FROM DATE OF ISSUE OF INVOICE. THE CREATION OF BANK DRAFTS OR BILLS OF EXCHANGE, ACCEPTANCE OF TERMS AND DEADLINES OR ADOPTION OF ANY METHOD OF SETTLEMENT DOES NOT ENTAIL NOVATION OR DEROGATION OR WAIVER OF THESE CONTRACTUAL TERMS AND CONDITIONS. TO HAVE A RELEASING EFFECT, ALL PAYMENTS MUST BE REMITTED TO THE BANK ACCOUNT OF BLACK IS BLUE TO THE EXCLUSION OF ANY OTHER PERSON
2. IN THE EVENT OF NON-PAYMENT OF AN INVOICE BY THE DUE DATE, THE CUSTOMER SHALL BE LEGALLY OBLIGED TO PAY BLACK IS BLUE INTEREST AT THE CONTRACTUAL RATE OF 1.5% FOR EACH CALENDAR MONTH STARTED AND SHALL ALSO OWE AN IRREDUCIBLE LUMP SUM EQUAL TO 15% OF THE UNPAID AMOUNT. THE CONTRACTUAL INTEREST AND PENALTY CLAUSE SHALL BE PAYABLE IN FULL AND WITHOUT NOTICE BY VIRTUE OF THE MERE FACT OF NON-PAYMENT BY THE DUE DATE.
3. THE REPRESENTATIVES OF BLACK IS BLUE ARE NOT AUTHORISED TO RECEIVE PAYMENTS, UNLESS THEY HAVE SPECIAL WRITTEN AUTHORISATION. ANY PAYMENTS THAT MAY BE MADE TO THEM ARE NOT BINDING ON BLACK IS BLUE.
4. IN THE EVENT OF TERMINATION OF A CONTRACT WITH A CUSTOMER, ALL INVOICES ISSUED BY BLACK IS BLUE AGAINST THAT CUSTOMER BECOME DUE IMMEDIATELY, REGARDLESS OF THE GENERAL TERMS OR PAYMENT TERMS GRANTED TO THE CUSTOMER.

ARTICLE 6 LIABILITY

1. BLACK IS BLUE DISCLAIMS ANY RESPONSIBILITY FOR THE CONTENT OF THE TEXTS SENT BY THE CUSTOMER, INCLUDING ANY ERROR THAT ANY SUCH TEXT MAY CONTAIN.
2. THE CUSTOMER SHOULD ALWAYS BE THE OWNER AND / OR USER AUTHORISED BY THE OWNER OR CREATOR OF THE COPYRIGHTS, TEXTS, DOCUMENTS, PLANS, PHOTOS, ETC. THAT IT SUPPLIES TO BLUE TO BLACK FOR REPRODUCTION AND/OR DISTRIBUTION PURPOSES. THE LATTER MERELY EXECUTES ORDERS RECEIVED UNDER THE SOLE RESPONSIBILITY OF THE CUSTOMER.
3. THE CUSTOMER ASSUMES FULL AND TOTAL LIABILITY FOR ITS ADVERTISING. THE CUSTOMER DECLARES THAT IT IS FAMILIAR WITH THE LAW AND PRACTICE RELATING TO COMPETITION TRADE PRACTICES. THE CUSTOMER AGREES TO COMPLY WITH THESE IN ALL THE CAMPAIGNS THAT IT ENTRUSTS TO BLACK IS BLUE.
4. IN THE EVENT THAT BLACK IS BLUE IS SUED BY A THIRD PARTY IN ANY MANNER WHATSOEVER WITH REGARD TO A CONTRACT PERFORMED ON BEHALF OF THE CUSTOMER, THE LATTER UNDERTAKES TO TAKE UP THE CAUSE OF BLACK IS BLUE IN ANY LITIGATION THAT MAY RESULT AND TO INDEMNIFY BLACK IS BLUE FOR ANY SUM THAT BLACK IS BLUE MAY BE REQUIRED TO DISPERSE THEREAFTER OR AT THE TIME THAT THE CONTRACT IS PERFORMED, WHETHER DIRECTLY OR INDIRECTLY.
5. THE OCCURRENCE OF ANY EVENT, EVEN IF FORESEEABLE, MAKING THE PERFORMANCE OF THE CONTRACT IMPOSSIBLE, MORE DIFFICULT OR MORE EXPENSIVE IN RELATION TO TO THE CIRCUMSTANCES THAT EXISTED AT THE TIME THAT THE CONTRACT WAS CONCLUDED; SUCH AS, WITHOUT THIS LIST BEING EXHAUSTIVE, WARS WHETHER DECLARED OR NOT, STRIKES, LOCKOUTS, POLITICAL, ECONOMIC OR SOCIAL UNREST, FIRES, FLOODS, ACCIDENTS, ACTS OF STATE, POLICE ORDERS, MUNICIPAL OR PROVINCIAL REGULATIONS, STORMS AND ANY CASE OF FORCE MAJEURE PREVENTING, DELAYING OR FRUSTRATING THE PERFORMANCE OF THE CONTRACT, SHALL RELEASE BLACK IS BLUE FROM ANY OBLIGATION TO CONTINUE THE CONTRACT. NEVERTHELESS, THE CUSTOMER SHALL STILL BE LIABLE TO PAY THE PRICE OF ANY SERVICES ALREADY PERFORMED.

ARTICLE 7 CANCELLATION OF THE CONTRACT BY THE CUSTOMER

IF THE CUSTOMER WISHES TO CANCEL AN ORDER PRIOR TO ITS BEING CARRIED OUT, IT SHALL PAY BLACK IS BLUE A FIXED INDEMNITY OF 25% OF THE ORDER AMOUNT AFTER CANCELLATION AND SHALL ALSO INDEMNIFY BLACK IS BLUE IN RESPECT OF ANY AND ALL SUMS THAT THE LATTER MAY BE REQUIRED TO PAY TO SUPPLIERS, SUBCONTRACTORS, ETC. FOLLOWING CANCELLATION OF THE ORDER. IT MUST ALSO PAY FOR VAT AND ANY OTHER TAXES. THE PERFORMANCE PHASE IS DEEMED TO BEGIN EIGHT DAYS BEFORE THE FIRST SCHEDULED DAY OF MOVEMENT OF THE VEHICLE OR VEHICLES, THIS BEING BECAUSE OF THE REQUIREMENTS OF DUE PREPARATION THEREOF.

ARTICLE 8 TERMINATION

IF THE CUSTOMER IS DECLARED BANKRUPT, IN LIQUIDATION OR ENTERS INTO AN ARRANGEMENT WITH CREDITORS, IF PROTESTS ARE RAISED AGAINST THE CUSTOMER AND IF IT FAILS SIGNIFICANTLY TO MEET ITS OBLIGATIONS TO PAY CONTRIBUTIONS TO SOCIAL SECURITY, TAX, TAXES OR ANY OTHER TAX LIABILITY, OR MORE GENERALLY, ACCURATE AND CONSISTENT SIGNS BEAR WITNESS TO THE CUSTOMER'S INSOLVENCY, THE CESSATION OF PAYMENTS OR THE DETERIORATION OF ITS CREDIT RATING, BLACK IS BLUE MAY FREELY TERMINATE ANY CONTRACT WITH THE CUSTOMER; THIS BEING WITH IMMEDIATE EFFECT, BY WRITTEN NOTICE BY RECORDED DELIVERY LETTER.

ANY TERMINATION OF A CONTRACT WITH THE CUSTOMER, REGARDLESS OF THE METHOD USED OR THE CAUSE THEREOF, SHALL NOT AFFECT EITHER THE ACQUIRED RIGHTS OF BLACK IS BLUE OR THE CUSTOMER'S RESPONSIBILITIES THAT AROSE PRIOR TO THE TERMINATION OF THE CONTRACT.

ARTICLE 9 DISPUTES

IN CASE OF ANY DISPUTES ARISING FROM THE INTERPRETATION OR PERFORMANCE OF AGREEMENTS BETWEEN THE PARTIES, THE COURTS AND TRIBUNALS OF NIVELLES SHALL HAVE EXCLUSIVE JURISDICTION AND SHALL APPLY BELGIAN LAW EXCLUSIVELY.