

General terms and conditions of sale for advertisements

DISCLAIMER

The applications and information offered on the sites www.bouwkroniek.be and www.batichronique.be and all their sub-domains are tools for businesses when acquiring public contracts and for administrations when performing their public contracts as well the publication of any and all current issues in the building sector.

By making use of the applications and/or information each and every user acknowledges expressly and without any proviso that neither EBP B.V. nor one of its partners can, either directly or indirectly, be held responsible or liable for any direct or indirect damages in the broadest sense of the word.

General terms and conditions of sale for advertising space press and internet

1. The signature of an advertising order implies the unconditional acceptance of these general terms and conditions, despite any and all other terms and conditions that are mentioned on the documents of the advertiser or their authorised representative or client.

Not a single order by telephone is accepted if it is not confirmed in writing with reference to:

- the name of the advertiser and that of the potential authorised representative,
- the nature of the product or the service that represents the subject of the insertion,
- the name of the person (advertiser or authorised representative) who guarantees the payment,
- the reserved spaces,
- the amount of the order.

The agreement cancels and replaces any and all potential written or oral agreements, proposals, and obligations with the same subject dating back to before the date of signature of the agreement. The agreement prevails over the general and/or other terms and conditions of the customer, even if they determine that they are exclusively applicable.

Any and all orders are carried out on the basis of the pricing terms and conditions that are applicable on the day of the reservation. EBP is only bound by the terms and conditions outlined in its confirmation. A handwritten indication (change / cancelled provision) in respect of these general terms and conditions by the advertiser / their authorised representative is not taken into account, unless EBP agreed with this in writing.

The agreement between EBP and the advertiser is only concluded after written or electronic confirmation of the order of the advertiser or after the start of the relevant performance by EBP.

2. Unless indicated otherwise on the order form:

- Each and every increase in the scope of an order brings about the application of a price increase on the basis of the rate. The terms and conditions for a change or cancellation of an order are the same as for the placing of an order.
- Each and every request for cancellation and/or a change of an order by the advertiser must take place in writing. Not a single request by telephone whatsoever is taken into consideration.

2.1 A request for cancellation of an order for publication on the internet:

A request for cancellation of an order is taken into consideration on the basis of the following terms and conditions:

- if the request is made less than thirty (30) working days prior to the scheduled date of the online publication of the content then the advertiser shall be liable to pay 100% of the price (technical costs and price of the services). Hence, EBP shall retain the amounts that may already have been paid and invoice the balance;
- if the request is made more than thirty (30) working days prior to the scheduled date of the online publication of the content then the advertiser shall be liable to pay 75% of the price of the services and any and all already incurred expenses. Hence, EBP shall retain the amounts that may already have been paid and invoice the balance up to the payable amount;

2.2 A request for cancellation or limitation of an order regarding insertion in a hard copy carrier is not honoured.

2.3 If at the end of a contract term the stipulated number of placements has not been met then EBP shall yet charge the advertisements that have not been placed yet, unless it is stipulated in writing that the contract term is renewed by at most three months.

3. EBP shall be free to, according to common practice, refuse the insertion of an advertisement, without having to substantiate its refusal. The said refusal can take place at any time before and/or after the text or the visual material has been made available. As the occasion arises, an already prepared invoice is credited.

4. The acceptance by EBP of an order regarding insertion shall only entitle the advertiser to the space that is reserved or any other equivalent space. The date of publication is determined by EBP.

EBP cannot be held liable and shall not be liable to pay any compensation to the advertiser if EBP would need to move, omit or cancel the insertion and the latter for reasons beyond its control, for instance due to:

- a request of the web host,
- interruption of the services due to failures in the telecommunications network, at its service providers or due to the characteristics and limitations of the internet, more specifically: interruption of the access networks, of the technical performances, and of the response time when consulting, requesting or forwarding information,
- impossibility of assembly (technical issues),
- new regulations or order of the official authorities,
- in general, any case of force majeure.

The aforementioned reasons are merely mentioned by way of example and are not exhaustive.

EBP only provides the dates of online publication for information purposes. A delay due to industrial action or any other instance of force majeure shall not entitle the customer to compensation and the latter can by no means consider themselves to be released from the payment of the effectively published insertions. EBP cannot guarantee that during the same period no competing advertisers shall be published on adjacent or bordering spaces. Moreover, this agreement shall by no means imply exclusivity for the benefit of the advertiser.

5. The technical elements must be made available to EBP within the time limit and in conformity with the technical specifications that the publisher determined and communicated.

6. A purchase of advertising space by an intermediary can only proceed in the context of an authorisation agreement between the advertiser and the said intermediary, in the course of which, as the occasion arises, evidence of the said authorisation must be submitted to EBP.

Orders that were placed by the said intermediaries must comply strictly with these general terms and conditions and the authorised representative must comply with the same obligations in respect of EBP as the advertiser for whom they act. However, the latter shall, as the occasion arises, solely be liable for the acts of their authorised representative.

7. The invoices are issued in the name of the advertiser and, for purchases of space that were ordered by an intermediary, in the name of the agency or the intermediary who had been authorised by the advertiser and at the expense of the advertiser.

If the agency or the intermediary was ordered to effectuate the payment then the advertiser shall, in any case, remain responsible for the payment, in particular in the event that their authorised representative, with whom they are jointly and severally liable, fails to comply.

The invoicing takes place according to the time schedule that is mentioned in the order for insertion and if not, at the time of delivery of the service. Unless indicated otherwise on the order form, the payment term is 30 days after the date of the invoice and the invoices are due and payable by operation of law without a reminder being required.

In the event of a risk of insolvency of the advertiser, EBP does, in any case, reserve the possibility of requiring payment in cash when an order is placed. Any late payment determined on the due date shall have the following consequences:

- suspension of the elaboration of each and every pending order,
- exigibility of any and all amounts that have fallen or that shall yet fall due, including the potential costs of the collection procedure,
- the payment of each and every insertion prior to the relevant publication on demand of EBP,
- application by operation of law and without prior notice of default, of penalties on the due and payable amounts that have not been paid on the due date, namely a default interest rate of 1.5% per month. In addition, a fixed compensation of €60.00 shall be claimed on account of collection costs.

The potential application of a discount for early payment shall only entitle to deduction of the VAT within the limit of the effectively paid amount.

EBP also reserves the right to change the periodicity of invoicing, to switch from delivery-based invoicing (invoicing per delivery) to time-based invoicing (invoicing for a specific period), and, in general, to change the invoicing method.

9. The advertiser is solely responsible for the content (text, visual material) of their insertion. The advertiser indemnifies EBP against any recourse in connection therewith and shall compensate the same for any and all damages consequently incurred. In case of work orders the advertiser guarantees that the content of their advertisements complies with any and all applicable statutory and regulatory provisions.

10. EBP shall, in general, be bound by an obligation of means. EBP does by no means guarantee the distribution of the carriers or the commercial effectiveness of the services.

In no instance whatsoever can EBP be held liable if the advertisement has not been inserted, or late, due to non-compliance by the advertiser with any provision of these general terms and conditions or of the technical specifications and not a single change of the obligation, in particular regarding price, period or duration, can be claimed.

In any case, if EBP would be liable then the said liability shall be limited to the repayment of the price that corresponds with the advertisement in question, with formal exclusion of any and all indirect damages, e.g. loss or unavailability of data, lost profit, decline in turnover or any other increase of the general expenses, and commercial, reputational or intangible damages that the advertiser would incur. Any and all damages that are incurred by a third party are qualified as indirect damages.

EBP shall not be liable for potential damages that derive from non-compliance with the agreement by the advertiser.

12. Each and every complaint must, subject to forfeiture, be communicated by registered letter with confirmation of receipt within 8 days after the insertion in question has been posted / appeared online.

The submission of a complaint shall not release the advertiser from their payment obligations.

EBP can by no means be held liable if the time limits expire without receipt of the aforementioned registered letter with confirmation of receipt.

10. A digital author's copy is sent for each and every insertion and following the express request of the client one or at most two hard copy author's copies.

11. None of the prices quoted for this rate include the VAT.

Payment terms

Unless a payment in installments has been specifically and bilaterally negotiated in writing, any and all advertising invoices are payable in full and in advance, at the latest within thirty days after the invoice date. In case of non-payment of an invoice on the relevant date, the board of directors shall be entitled to suspend the insertion and the amount of the insertion agreement shall be payable in full.

If an invoice remains unpaid on the due date then the invoice shall by operation of law and without a notice of default, by way of compensation for extrajudicial expenses, be increased by a fixed fee, which shall amount to 10% of the amount of the invoice and in any case a minimum of €60.00. Each and every invoice that remains unpaid on the due date shall by operation of law and without a notice of default be subject to a traditional default interest rate of 1.5% per month.

Each and every complaint in connection with an invoice must be reported in writing within 8 days after the despatch of the invoice, failing which the invoice is deemed to have been accepted. Any and all challenges or disputes are subject to the jurisdiction of the District Court in Brussels, irrespective of the place of residence or place of business of the advertiser.

Personal data protection

The personal information that is collected above by the company EBP B.V. is part of the data processing of the publication (hard copy and/or digital) of the advertiser in Bouwkroniek and/or Batichronique. This information is required to process the request of the advertiser and to keep the advertiser informed of any and all services and events of Bouwkroniek and/or Batichronique. The data of the advertiser are stored in our customer database. EBP B.V., or any other company of the Infopro Digital group, can send proposals to the advertiser for similar services.

In conformity with the present legislation, the advertiser is entitled to information, correction or erasure in respect of their data. To rely on the said right, the advertiser can contact EBP in writing via the following address: EBP - GDPR Department - Burg. E. Demunterlaan, 3 Box 6, 1090 Brussels or by email to gdp@ebp.be

