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Terms and conditions of sale

1. Application:

All our agreements are considered as having been made in Beerse.
Our terms and conditions of sale apply to all orders received by us.
By placing an order, a client agrees to and accepts the current terms and conditions of sale.
In the absence of a prior formal written agreement, all arrangements that are in contradiction to or in derogation of the present terms and conditions of sale shall be deemed unwritten and non-admissible.

2. Offers and prices:

Our offers imply no permanent commitment.
They may be subject to revision at any time, particularly in the case of a rise in the wage bill, the cost of raw materials and/or taxes and duties (Law of 30 March 1976 and Article 57:2).
The contract will only enter into force after we have accepted or confirmed the order in writing.
By placing an order, the client agrees to be bound by all relevant legislation, particularly as concerns laws regarding trademarks, copyright, counterfeiting etc.
In the case of special orders, with or without a registered trademark, which are undelivered or not accepted, for whatever reason, we reserve the right to show or sell them elsewhere.
All our goods are sold in accordance with the relevant provisions and practices for the sale of stationery.

3. Delivery times:

Delivery times shown on the order confirmation are indicative.
We never guarantee that shipping or delivery will take place on a certain date and cannot agree to any measures for contractual or extra-contractual amendments, or any request for compensation in relation to a late delivery.
The fact that the delivery time has been exceeded will never confer on a purchaser the right to request cancellation of the contract or payment of compensation.
Events such as measures taken by the authorities, war, revolutions, strikes, lock-outs, fire, problems with machinery, insufficient supply of raw materials or energy sources, interruption of transport or any other circumstances that are beyond our control and prevent the normal production or delivery of our goods shall be considered by both parties as force major. In such cases we reserve the right to suspend or terminate the contract as we see fit.

4. Shipping – Transportation:

All deliveries take place at the risk and responsibility of the purchaser, even when delivery is free. The purchaser is permitted and advised to check the condition of goods upon their arrival, in order that, if necessary, they may be returned via the carrier and as conveniently as possible.
We reserve the right to make partial deliveries. We may cancel any further orders taken if the payment for previous deliveries is not received on time. For all deliveries, the general conditions for road transport as determined by FEBETRA (Royal Federation of Belgian carriers and logistics service providers) are valid.

5. Payment conditions:

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All payments must be received in Beerse. Invoices must be paid within 30 days after invoice date, by making a deposit in one of our accounts.
Any exceptional payment arrangement must be confirmed by us explicitly and in writing.
We reserve the right to demand payment upon delivery or either full or partial advance payment if we consider it necessary.
Acceptance of up to 10% above or below the quantities ordered: invoicing of the quantities delivered cannot be subject to appeal within the aforementioned margin of error.

KBC Bank, Turnhout	IBAN: BE18 4134 5036 2165	BIC: KREDBEBB
BNPP Fortis Bank, Turnhout	IBAN: BE51 2300 5281 1062	BIC: GEBABEBB

6. Retention of title clause:

All deliveries take place under a title retention clause. Title to the goods supplied shall thus remain with Aurora Productions SA until such time as all debts resulting from the contract are paid in full. The provision of pledges or securities shall not be considered payment for the purposes of this clause.

7. In the event of failure to pay:

In the case of late payment, a rate of interest equivalent to 12% per year will automatically and without further warning be added to the balance owed, starting from the date on which the payment was missed. In addition, a fixed payment equivalent to 10% of the amount will be claimed (Law on combating late payment in commercial transactions of 02/08/2002 – published in Moniteur Belge [entered into force] on 07/08/2002).

8. Storage of goods:

Costs for the upkeep and storage of goods shall be the responsibility of the owner.
All goods, whatever their type, that remain on our premises, for whatever reason, do so at the risk of the owner.

9. Claims:

In order to be considered, all claims for faulty goods must be made by registered letter within 5 working days of the date of receipt of goods.
No guarantee or exemption will be made for latent defects.
Whatever the nature or cause of any responsibility we may accept, Aurora Productions SA cannot be required to make any indemnity payment other than the free repair or replacement of the delivered goods.

10. Jurisdiction:

Any dispute, claims or proceedings of whatever nature between the buyer and Aurora in connection with or arising out of the validity, construction or performance of agreements shall be subject to the exclusive jurisdiction of the Turnhout or Antwerp courts, to which the buyer and Aurora irrevocably submit to Belgian law.

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11. Digital files:

The supplier is not responsible for the typographic quality of formatted pages, which he receives from the client. If the client's pre-press material is submitted without a printed version, then the supplier bears no responsibility for the results of the print job. For all digital files made available to the supplier, the client should always keep the original files and is responsible for the quality of these files. Changes made to the original order of any kind (in the text, in editing or placement of artwork, in the printing or binding, etc.) in writing or otherwise by or on behalf of the Client, can be charged extra to the client and may extend the deadline. This also applies to the machine stand still time until the "Good for Print".
Typesetting corrections transmitted verbally or by telephone are always made to the customer`s risk.
The transfer by the client of a dated and signed "Good for Print" relieves the supplier of any responsibility regarding errors or omissions during or after the print job. The "Good for Print" remains the property of the supplier and serves as evidence in case of dispute.

How to create PDF files

12. Contract Year:

After receipt of a written order and the approval of digital files, the goods will be produced and warehoused by Aurora for a maximum term of 12 months. After expiration of this period, Aurora will be entitled to ship and invoice the remaining quantities.
If the customer wishes to continue to stock the goods for a longer period than initially agreed, a price of €10 will be invoiced per month per pallet for warehousing. Aurora will offer this extended warehousing service for a maximum term of six months only after the agreed initial period. After expiration of this period, the balance of stock will finally be delivered and invoiced.