

Terms and conditions of Sale

Unless otherwise and specifically provided in writing for all contracts for the supply of goods are entered into by Printing International only upon these conditions. Said conditions are considered known to and accepted by the purchaser.

1. In these conditions, "the purchaser" means all parties to the contracts other than Printing International.
2. Printing International's quotes are valid for a maximum period of 30 days, unless otherwise specified.
3. Orders are valid only as from the moment they have been confirmed in writing and signed by an authorized person of Printing International.
4. Dates of delivery are only mentioned indicatively and will not bind Printing International. Any delay will not entitle the customer to any damages or to terminate the contract.
5. Printing International may not be held liable if the non-performance of its obligations is attributable to circumstances beyond one's control that hinder, reduce or delay the execution of the order by Printing International, or still cause excessive aggravation of the fulfillment by Printing International of the agreement and exempt Printing International from any liability and offer the possibility to, depending on the circumstances, either reduce its engagement, break the agreement or delay the execution thereof, without it being liable to any damages. Among others, the following circumstances are considered as such: force majeure, mobilization, riots, strike, lock-out, both at Printing International as at its suppliers or contractors, breakdown of machinery, fire, interruption of means of transport, difficulties with the provisioning of raw and other materials and sources of energy and restrictions or prohibition by the government, this enumeration not being limitative.
6. All goods are delivered at purchaser's risk and expense. The purchaser is responsible for the goods and all risks of whatever nature shall pass to the purchaser at departure of the goods from our premises.
7. Printing International retains the right to invoice goods in accordance with delivery, even when delivered in party. Printing International also retains the right to stop further deliveries if an invoice is not settled in compliance with the conditions of sale.
8. Claims for visible deficiencies can not be accepted after delivery of the goods. Claims for hidden defects are only admissible if they have been made in writing and by registered within six months after the delivery of goods. If the delivered goods are not in accordance with the ordered goods or in case of an admissible and founded claim for hidden defects, Printing International may at most be obliged to replace or repair, at its choice, any part of a pad printing basis installation which proves to be defective. Printing International will not owe any compensation.
This guarantee excludes non-durable items, including but not limited to printing plates, pad, inks. Printing International shall not be liable to repair or replace any part of a pad printing machine unless and until it is satisfied that the goods have since delivery been used, installed, operated and maintained in accordance with good engineering practice and any instructions or advice given by, the company and that any, such defect is not attributable to improper or inadequate storage of the goods or part thereof. The cost of removing or dismantling any defective part, its carriage to and from Printing International's works and its reinstallation shall be borne by the purchaser.
Service under warranty can only be rendered for own products and can be fulfilled only through material and man -hours. The use of Printing International's goods in apparatus protected by certificate or patent, can under no circumstances involve Printing International's liability. Printing International can under no circumstances be held liable for the consequences of possible damages.
9. Printing plates. Receipt by Printing International of a dated and signed approval by the customer of the final corrected proof for manufacturing of printing plates, exempts the supplier from any liability for errors or omissions. The copy proof remains the sole property of the supplier and is an item of evidence in case of dispute.
10. The goods are payable at Printing International's registered office. Unless otherwise provided for, the purchaser shall pay the contract price of the goods forthwith upon delivery of the goods, net without discount. In case of non-payment of an invoice on its maturity date, interests will be accrued automatically and without prior notice at the rate of 12% per annum. The payment by transfer to a bank account, by bill of exchange or in any other way will not be considered as a waiver of these terms and conditions of sale or as a novation.
During the execution of an order. Printing International may request securities to guarantee payment. If the customer fails to supply the demanded securities, Printing International may take all measures that is deems necessary to secure its interests.
In case of total or partial non -payment of an invoice on the due date without reasonable grounds and after serving notice without any response, the balance of the debt will be increased by 15% of the invoiced amount, with a minimum of €125 and a maximum of € 1860, even if days of grace have been granted.
11. An invoice that is overdue provides that all amounts due become immediately payable irrespective of whatever facilities for payment may have been granted previously.
12. Property reservation. The delivered goods remain the property of Printing International until payment in full has been made. The purchaser is not allowed to sell or pledge to third parties any goods which have not yet been paid for in full, nor is he allowed to give them as collateral. Printing International retains the right of property of all auxiliary equipment that is has bought or manufactured to make a custom-built product.
13. Any dispute arising out or in connection with the contract between Printing International and the purchaser will be submitted to the jurisdiction of the Court of Commerce or the Court of First Instance at Ghent or of the Justice of Peace at Zomergem; such jurisdiction shall be exclusive.
The contracts are governed only by Belgian law with exclusion of the uniform laws drawn up by the diplomatic convention on the unification of law governing the international sale of good held at The Hague in 1964.
14. These conditions of sale nullify and replace all previous conditions. Should one or more clauses of these terms and conditions of sale prove to be known null and void, all other clauses will remain applicable.