



General Terms and Conditions

Every order placed with Magelaan bv (NN 0843.543.573) is subject to these general terms and conditions. The customer's own terms and conditions are subordinate to these. Unless otherwise stated on the order form, the customer gives his tacit agreement when ordering products or services.

art. 1 | Customer is whoever placed the order or an authorised representative thereof. Third party is a person or company in the name and on behalf of whom the customer may act. Customer is the client or third party to whom the (final) product is delivered and to whom the invoice is addressed.

Quotes

art. 2 | A lump sum of 75€ may be charged for quotation requests which do not subsequently result in an order. The supplier's offers are free of obligation and subject to verification of the material supplied by the Client. If wages and/or raw material prices rise, the tender prices will be revised according to the indexation formula (wage index PC200 for services, sector index for materials). Tenders are always drawn up without mentioning taxes, which are always borne by the client. The prices quoted in the offers are only valid for the operations or services described. Changes to the original quotations will be taken into account. Unless otherwise agreed, the period of validity of an offer is one month for the execution of an order within three months.

art. 3 | In the case of composite quotations, there is no obligation to deliver a part at a corresponding part of the price quoted for the whole.

Orders

art. 4 | The handing over to a supplier of a data carrier of any type whatsoever, with a request, without explicit reservation, to provide a service, entails the obligation to entrust Magelaan with the execution of the work or to compensate him for the costs caused.

art. 5 | Any person or firm placing an order with a request to invoice it to third parties is personally responsible for its payment, even if the supplier has agreed to this mode of invoicing, except in cases where the third party has countersigned the order form. Orders placed by persons generally recognised as acting in the name of and on behalf of a company or third person shall always be charged to the latter. The company or third person shall be liable for payment unless it has first notified the supplier in writing that such person may no longer order on its behalf.

Reproduction rights and indication of the supplier's name

art. 6 | Magelaan is not responsible for infringements of reproduction rights of third parties if he carried out the printing or reproduction order in good faith. Only the principal, possibly together with his principals, is liable. Any dispute regarding reproduction rights suspends the execution of the order.

art. 7 | In view of the legal provisions concerning artistic and industrial property and unfair competition, all creations developed by Magelaan remain his exclusive property. They may not be imitated. Their reproduction or imitation in any form and by any process whatsoever, when carried out without the prior authorisation of the rights holder, constitutes an act of counterfeiting or unfair competition.

Material of the supplier

art. 8 | Typesetting, printing plates, cutting forms, designs, drawings, photos, films, computer files, software programmes, websites, etc. produced by or on behalf of the supplier, whether or not charged for, form part of the latter's material. Unless otherwise stipulated before or after delivery of the work, the client may not demand their surrender.

art. 9 | The above implies that - in accordance with the customs in the graphics sector - Magelaan does not simply transfer source files created by Magelaan in the format of the programmes in which they were created. (Source files = files bound to a particular programme. Not exhaustive: Indesign, Photoshop, Illustrator, Adobe xd, ...)

Websites

art. 10 | Without prejudice to other articles of these general terms and conditions, Magelaan retains the (material) ownership of the Website it has developed until Magelaan has received full payment by the Client. Nevertheless, all risks of loss, destruction or damage of the Website will be borne in full by the Client as from its (delivery). Until such time as the Client has not or not fully paid for the Website and the performance of the Services, the Client is prohibited from making any act of disposal relating to the Website, including sale, exchange, donation, loan or pledge.

art. 11 | At the end of the implementation or from the delivery of the Website, the Client is obliged (together with Magelaan) to test and check the Website for defects or non-conformity for a period of 2 weeks. If during this test period it appears that the Website contains defects, the Client shall notify Magelaan in writing no later than the last day of the aforementioned test period. Magelaan will attempt to remedy the defects raised within the test period to the best of its ability. Magelaan is hereby entitled to apply temporary solutions. The Website shall be deemed to be definitively accepted between the Client and Magelaan on the first day following the aforementioned test period.

art. 12 | Any complaints regarding defects or non-conformity of the Website do not suspend the (payment) obligations of the Customer under the Agreement.

art. 13 | The provisions of the present articles only apply to (the parts of) the Website that are the subject of the Agreement. Magelaan is in no way liable for any defects relating to (and/or cannot provide any guarantee for) (i) products, software and/or services of third parties and/or (ii) modifications, revisions or extensions of or relating to the Website carried out by third parties.

art. 14 | Only the Client is liable for the specific use it makes of the Website and/or the purposes for which it uses the Website.

art. 15 | Magelaan is not responsible for inaccuracies or shortcomings in the data as stated in websites developed by Magelaan. For their technical realisation, Magelaan uses the most appropriate techniques in function of the project. It is not liable for the (temporary) failure or possible malfunctioning of any system.

art. 16 | Magelaan does not exercise any control over the content of the websites it produces itself and is not responsible for links to third-party sites.

Hosting

art. 17 | The Client acknowledges and accepts that Magelaan relies on an external service provider or subcontractor (hosting provider) for the hosting services related to the Website, for which the Client enters into a separate agreement with Magelaan, if applicable, and has entered into a Service Level Agreement (SLA) with the latter containing the terms and conditions relating to the hosting services.

art. 18 | Magelaan shall not be liable, as regards the hosting services, for loss or leakage of transmitted or stored data or information due to errors of the Customer.

Domain names

art.19 | The Customer acknowledges and accepts that Magelaan cooperates with (authorised) registrars for the registration and renewal of domain names. The registration and renewal of domain names is subject to the conditions set out in the regulations and general conditions of the vari-

ous bodies supervising and responsible for the applicable domain name system.

art. 20 | For registrations in the .be domain, DNS Belgium vzw is responsible (<http://www.dnsbelgium.be>). The general terms and conditions of DNS Belgium can be consulted at: <https://www.dnsbelgium.be/nl/documenten/algemeen-voorwaardenvoor-be-domeinnaamhouders>. The Client expressly declares to have taken cognisance of these general terms and conditions and to accept their application.

art. 21 | Magelaan is in no way liable for the registration (whether or not in bad faith) of domain names by third parties or the registration of domain names at the request of the Customer that would infringe third party rights.

Prints, proofs and good for print

art. 22 | The submission of a "good for print" discharges the supplier from all responsibility on account of errors or omissions detected during or after printing. It remains the property of the supplier and serves as evidence in the event of a dispute.

Use of the supplied material

art. 23 | The client/customer shall not use or allow the use of Magelaan's services for unlawful acts, the commission of criminal offences and/or for acts contrary to these terms of use. The customer/client is responsible and liable for any use of the services provided, including the confidentiality and use of his access codes, e-mail addresses, ...

art. 24 | Under no circumstances may the Magelaan network and the leased infrastructure be used to store or distribute illegal software or any content prohibited by Belgian law. If Magelaan detects such practices, it will immediately stop the service in question and inform the competent authorities.

art. 25 | Mass e-mail via a Magelaan server or an e-mail address managed via a Magelaan server is strictly prohibited. Customers are also liable to penalties if they send mass e-mail via an external server containing links to content available on Magelaan servers. For violations of this, Magelaan will immediately shut down the account concerned.

Delivery time

art. 26 | The deadlines stipulated in writing at the time of the order start to run only from the working day following the delivery of the necessary elements. The agreed delivery deadlines are extended at least to the extent that the Client has failed to deliver the necessary elements, as well as to return the corrected proofs and the "ready for press".

art. 27 | Cases of force majeure and, more generally, all circumstances which prevent, reduce or delay the execution of the order by the supplier, or which cause an excessive aggravation of the fulfilment of the commitments entered into by the latter, shall relieve the supplier of any liability and allow him, as the case may be, either to shorten his commitments or to terminate the contract or suspend its execution, without being liable for any compensation. The following, inter alia, shall be considered as such: war, civil war, mobilisation, riots, strike, lock-out, both at the supplier and at his suppliers, breakdown of machinery, fire, interruption of means of transport, difficulties in obtaining supplies of raw materials, materials and energy and restrictions or prohibitions imposed by the government.

Periodic assignments - termination

art. 28 | The client may only discontinue the execution of an order of a periodic nature, i.e. an order with regularly recurring partial orders, provided the notice of termination stipulated below is observed. Termination must be served by registered letter. If the deadlines are not observed, the Client shall compensate the supplier for all damage suffered and loss of profit during the period of non-observance.





General Terms and Conditions

The notice period in the above case is: 3 months for an order of a periodic nature with an annual turnover of up to 9,999€; 6 months for an order of a periodic nature with an annual turnover of 9,999€ to 29,999€; 1 year for an order of a periodic nature with an annual turnover of 29,999€ or more.

Complaints and responsibility

art. 29 | Under penalty of loss of rights, any complaint or protest must be made by registered letter and within 8 days of receipt of the goods. If the client fails to take delivery, the 8-day period shall commence from receipt of the dispatch note or any equivalent document. Failing this, from receipt of the invoice. If no complaint has been received within this eight-day period, it shall have the effect that the customer has accepted the delivered goods completely and in their entirety. The partial use of the delivered goods shall also result in the acceptance of the whole. Defects to a part of the delivered goods do not entitle the client to reject the entire batch. Subject to the application of the law on liability for defective products, the supplier shall not be liable for indirect damage caused to the customer, such as loss of profit.

art. 30 | The supplier's responsibility is limited to taking back the non-conforming copies, which shall be settled at the price of the additional copies.

Payment - authority

art. 31 | An advance equal to one third of the amount of each order must be paid upon confirmation. The invoice is payable net cash or on the agreed due date at Magelaan's place of residence. Non-payment of an invoice on the due date shall automatically and without prior notice incur interest, determined on the basis of the national discount rate increased by 2%, and an additional compensation conventionally and irreducibly set at 10% of the amount due of the invoice with a minimum of 40€.

art. 32 | In the event of invoicing for one or more deliveries in deduction of an order which has not yet been fully delivered, the customer may not invoke this to defer his payments until after the total delivery.

art. 33 | In the event of non-payment on the due date of one invoice, for all invoices whose payment has not been made before the due date, the time allowed will expire. All such invoices shall be payable immediately. This article is without prejudice to the application of Article 38. Any ongoing contract shall expire by operation of law.

art. 34 | If, at the request of the customer, the order is destroyed or the execution provisionally suspended, invoicing shall take place at the stage of execution of the order (wages, raw materials, subcontracting, etc.). In the event of interruption of a given order due to late compliance by the client with the documents submitted to him, after the lapse of one month the given order shall be invoiced at its stage of execution as stated above. This amount shall be increased by 15% as additional conventional damages.

art. 35 | The customer only becomes the owner of the goods sold once the sums due have been paid in full. However, the risks which the goods may incur shall be borne by the principal as soon as they are placed at his disposal.

Intellectual property rights

art. 36 | Unless otherwise agreed in writing, all intellectual property rights to creations or works (including but not limited to signs, logos, branding, marketing material, websites, applications, software, text(s), videos, photographs or any other content or information) developed by Magelaan in the context of the performance of the Agreement shall be the exclusive property of Magelaan or its licensors.

art. 37 | Magelaan shall at all times be entitled to sign Services and/or mention its (trade and/or brand) name, logo or mark thereon. The Client is not permitted to change, remove or make unrecognisable any indication of Magelaan's intellectual property rights.

art. 38 | The Client warrants that he is entitled to use and/or keep any software and/or data that he uses or keeps through the Services in any way (e.g. as a licensee or holder of the intellectual property rights relating thereto). The Client acknowledges and accepts that for the performance of Services, Magelaan uses or may use certain open source software or freeware under licences that may contain provisions that take precedence over these general terms and conditions.

art. 39 | Without prejudice to the aforementioned articles and subject to full payment by the Client of all invoices from Magelaan, the latter grants to the Client, who accepts, an exclusive, non-transferable and non-sublicensable licence to use the creations developed by Magelaan in the context of the Agreement and/or the Services and protected by Magelaan's intellectual property rights, in the context of its economic activities.

art. 40 | The licence as stated above shall only apply to use of the relevant creation(s) by the Client itself and, if several designs are created by Magelaan in the context of a Service, only for the design chosen by the Client.

Privacy policy - protection of privacy

art. 41 | Magelaan may use the information it needs for the performance of its Services (such as contact details) for its own commercial actions or messages. However, it will never release such data to third parties without the explicit consent of the party concerned, unless such release is required by law.

art. 42 | Magelaan refers to completed projects in the portfolio on its website and other commercial documents. In doing so, it only mentions generally known data, such as the name and nature of the project, with an address reference to the client/client or a link to its website. Clients who so wish may object to such mention.

art. 43 | Both Magelaan and the client accept electronic communication (e.g. e-mail) as evidence.

Contest

art. 44 | Any dispute in the handling of complaints or in the event of a payment dispute shall without exception fall within the jurisdiction of the courts of the area in which Magelaan's registered office is located.

Our Privacy Statement is an integral part of our General Terms and Conditions:
<https://www.magelaan.be/privacy/>

