

GENERAL TERMS AND CONDITIONS

MIA SEGAERT FINE ART PHOTOGRAPHY

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ARTICLE 1: GENERAL

THESE GENERAL TERMS AND CONDITIONS FOR COMMERCIAL PRACTICES APPLY TO ALL PHOTOGRAPHIC ARTWORKS , OFFERS, AGREEMENTS AND DELIVERIES OF MIA SEGAERT FINE ART PHOTOGRAPHY.

ARTICLE 2 - DEFINITIONS

THE CUSTOMER IS THE ONE WHO PLACED THE ORDER, THE SUPPLIER IS THE ONE WHO AGREED WITH THE EXECUTION OF THE ORDER, NAMELY "MIA SEGAERT FINE ART PHOTOGRAPHY".

ARTICLE 3 - QUOTATION

THE OFFERS OF THE SUPPLIER ARE WITHOUT ENGAGEMENT. THE PRICE OF THE OFFER IS ONLY VALID FOR THE WORKS AND FORMATS MENTIONED THEREIN. THE PRICE DEPENDS ON THE WORKS ALREADY SOLD COMPARED TO THE TOTAL PRINT EDITION.

ANY CHANGES MADE BY THE CUSTOMER TO THE ORIGINAL QUOTE WILL BE CHARGED EXTRA. ALL WORKS ARE CARRIED OUT WITH THE NORMALLY AVAILABLE RAW MATERIALS. ANY SPECIAL REQUIREMENTS MUST BE COMMUNICATED BY THE CUSTOMER AT THE TIME OF THE PRICE REQUEST. SHOULD THESE REQUIREMENTS BE COMMUNICATED LATER, A PRICE ADJUSTMENT MAY RESULT.

THE CUSTOMER IS OBLIGED TO PROVIDE THE SUPPLIER WITH ALL INFORMATION NECESSARY AND USEFUL FOR THE EXECUTION OF THE ORDER. THE CUSTOMER WILL MAKE ALL NECESSARY CHECKS ON THE QUOTATION.

THE CUSTOMER AGREES THAT THE QUOTATION WILL BE TRANSMITTED IN ELECTRONIC FORM. ALL PRICES QUOTED ARE IN EUROS. IF DELIVERY, RESERVATION OR ADMINISTRATION COSTS ARE CHARGED, THIS WILL BE STATED SEPARATELY. OFFERS ARE ALWAYS MADE EXCLUSIVE OF VAT, WHICH IS ALWAYS CHARGED TO THE CUSTOMER. THE CUSTOMER WHO IS ENTITLED TO A REDUCED VAT RATE OR AN EXEMPTION FROM VAT MUST PROVIDE THE NECESSARY PROOF OF THIS WHEN ORDERING. THE OFFER IS VALID FOR 1 MONTH.

ARTICLE 4 - ORDER

THE SUPPLIER RESERVES THE RIGHT TO REFUSE AN ORDER. BEFORE ANY WORK IS ENTRUSTED TO THE SUPPLIER, AN ADVANCE OF 50% WILL BE REQUIRED. THIS ADVANCE SHALL BE DEDUCTED FROM THE TOTAL PRICE.

THE PAYMENT OF THE 50% ADVANCE IMPLIES THE APPROVAL OF THE QUOTATION AND THE PLACING OF THE ORDER. THE CONFIRMATION OF THE ORDER MUST ALWAYS INCLUDE A "READY FOR PRINTING" (CF. ARTICLE 8) BEFORE THE ORDER IS ACCEPTED.

THE ORDER CONSTITUTES A PURCHASE OBLIGATION ON THE PART OF THE CUSTOMER. THE "READY FOR PRINTING" IS MENTIONED ON THE OFFER AND DELIVERED TO THE SUPPLIER IN ELECTRONIC FORM.

ARTICLE 5 - SOLIDARITY

ANY PERSON OR COMPANY PLACING AN ORDER AND REQUESTING TO INVOICE A THIRD PARTY IS PERSONALLY RESPONSIBLE FOR ITS PAYMENT, EVEN IF THE SUPPLIER HAS ACCEPTED THIS TYPE OF INVOICING, AND THIS EVEN IF THE THIRD PARTY HAS ALSO SIGNED THE ORDER.

ARTICLE 6 - COPYRIGHT - ECONOMIC RIGHTS

WHEN THE SUPPLIER PERFORMS, IN ANY FORM, A WORK THAT CONSTITUTES A CREATIVE ACTIVITY WITHIN THE MEANING OF THE LEGISLATION ON COPYRIGHT, THE RIGHTS ARISING FROM THIS CREATION, AND IN PARTICULAR THE RIGHT OF REPRODUCTION, REMAIN WITH THE SUPPLIER AND ARE TRANSFERRED TO THE CUSTOMER ONLY BY MEANS OF A WRITTEN AND PRECISE AGREEMENT (DURATION, WORK, FORMAT, MEDIUM ON WHICH THE REPRODUCTION IS PERFORMED, ETC.). BASED ON THE AFOREMENTIONED PROVISIONS, IN TERMS OF COPYRIGHT, THE SUPPLIER WHO CREATES A COMPUTERIZED SYSTEM OF DATA, IMAGES, A GRAPHIC DEVICE, A MATRIX, ETC., ENJOYS THE PROTECTION RESULTING FROM THE PROVISIONS OF THE LAW OF JUNE 30, 1994 TRANSPOSING INTO BELGIAN LAW THE EUROPEAN DIRECTIVE OF MAY 14, 1991 ON THE LEGAL PROTECTION OF COMPUTER PROGRAMS.

THE AGREEMENT ON THE TRANSFER OF COPYRIGHT, AND IN PARTICULAR OF THE REPRODUCTION RIGHT, MUST BE IN WRITING AND EXPLICIT: IT CANNOT RESULT FROM THE FACT THAT THE CREATIVE ACTIVITY IS PROVIDED FOR IN THE ORDER, NOR FROM THE FACT THAT IT IS SUBJECT TO A SPECIAL REMUNERATION, NOR FINALLY FROM

THE FACT THAT THE OWNERSHIP OF THE MATERIAL CARRIER OR THE DIGITAL DATA OF THE COPYRIGHT IS TRANSFERRED TO THE CLIENT. UNLESS THERE IS A SPECIAL AGREEMENT ON EXCLUSIVITY, THE SUPPLIER MAY REUSE AN ARTISTIC CREATION CREATED BY HIS SERVICES.

ARTICLE 7 - CORRECTIONS

THE SUPPLIER IS OBLIGED TO MAKE THE CORRECTIONS INDICATED BY THE CUSTOMER IN A TIMELY MANNER, BUT CANNOT BE HELD RESPONSIBLE FOR SPELLING, LINGUISTIC AND GRAMMATICAL ERRORS NOT INDICATED. ANY CHANGES TO THE ORIGINAL ORDER IN ANY WAY (IN THE TEXT, IN THE TREATMENT OR PLACEMENT OF ILLUSTRATIONS, IN THE FORMATS, IN THE PRINTING OR BINDING, ETC.) MADE IN WRITING OR OTHERWISE BY OR ON BEHALF OF THE CUSTOMER WILL BE BILLED IN ADDITION AND WILL EXTEND THE EXECUTION TIME. THIS ALSO APPLIES TO MACHINE DOWNTIME PENDING "PRINT-READY". VERBAL CHANGES, ESPECIALLY BY TELEPHONE, SHALL BE MADE AT THE CUSTOMER'S RISK.

ARTICLE 8 - READY FOR PRINTING

THE HANDING OVER BY THE CUSTOMER OF A DATED AND SIGNED QUOTATION "READY FOR PRINTING" RELIEVES THE SUPPLIER OF ANY LIABILITY FOR ERRORS OR OMISSIONS THAT WOULD BE DETECTED DURING OR AFTER PRINTING. THE "PRINTING ORDER" REMAINS THE PROPERTY OF THE SUPPLIER AND WILL SERVE AS PROOF IN CASE OF DISPUTE.

ARTICLE 9 - DELIVERY DEADLINES

THE DEADLINES AGREED IN WRITING AT THE TIME OF THE ORDER START TO RUN ON THE WORKING DAY FOLLOWING THE SUBMISSION OF THE NECESSARY ELEMENTS AND THE PAYMENT OF THE ADVANCE. THE AGREED DELIVERY DEADLINES ARE EXTENDED AT LEAST BY THE DELAY CAUSED BY THE CLIENT'S FAILURE TO DELIVER THE NECESSARY ELEMENTS. IF, AT THE REQUEST OF THE CUSTOMER, THE EXECUTION OF THE ORDER GIVES RISE TO ADDITIONAL COSTS DUE TO A SHORTER THAN AGREED OR NORMAL DELIVERY TIME, THESE WILL BE CHARGED.

ARTICLE 10 - CANCELLATION

IF, AT THE REQUEST OF THE CUSTOMER, THE ORDER IS CANCELLED OR ITS EXECUTION IS SUSPENDED, AFTER THE APPROVAL OF THE OFFER, THE FINAL INVOICING AT THE CURRENT STAGE OF THE EXECUTION OF THE ORDER OF AT LEAST THE AMOUNT OF THE ADVANCE WILL BE WITHOUT OBLIGATION OF DELIVERY. UNDER NO CIRCUMSTANCES WILL THE ADVANCE BE REFUNDED.

ARTICLE 11 - INVOICE AND PAYMENT

THE CUSTOMER AGREES THAT THE INVOICE WILL BE TRANSMITTED IN ELECTRONIC FORM. WHEN ORDERING, THE PAYMENT OF A DEPOSIT OF 50 % OF THE TOTAL AMOUNT WILL BE REQUESTED. THE REMAINING BALANCE OF 50 % IS PAYABLE 3 DAYS BEFORE DELIVERY. ONLY ELECTRONIC PAYMENT IS PERMITTED. IN CASE OF INVOICING FOR ONE OR MORE DELIVERIES OF A SHARED ORDER, THE CUSTOMER MAY NOT INVOKE THIS MODALITY TO DEFER HIS PAYMENT UNTIL THE TIME OF THE GLOBAL DELIVERY.

ARTICLE 12 - DUE DATE

INVOICES ARE PAYABLE NO LATER THAN 3 DAYS BEFORE DELIVERY. IN THE EVENT OF NON-PAYMENT, THEY ARE SUBJECT, IPSO JURE AND WITHOUT FORMAL NOTICE, TO INTEREST ON ARREARS AT 12% PER ANNUM AND TO A LUMP-SUM INDEMNITY EQUAL TO 15% OF THE AMOUNT DUE WITH A MINIMUM OF 60 EURO. SUCH DEFAULT SHALL MAKE ALL OTHER INVOICES, INCLUDING THOSE NOT YET DUE, IMMEDIATELY PAYABLE AND SHALL CAUSE ANY PAYMENT PERIOD GRANTED BY THE SUPPLIER TO EXPIRE. THE SUPPLIER SHALL IN THIS CASE ALSO HAVE THE RIGHT TO SUSPEND THE EXECUTION OF CURRENT CONTRACTS UNTIL FULL PAYMENT.

IF THE CUSTOMER IS A CONSUMER, INTEREST WILL BE PAYABLE AT THE INTEREST RATE IN ACCORDANCE WITH THE LAW OF AUGUST 2, 2002 ON COMBATING LATE PAYMENT IN COMMERCIAL TRANSACTIONS (I.E. THE REFERENCE INTEREST RATE PLUS EIGHT PERCENTAGE POINTS, AS DEFINED BY ARTICLE 2 OF THAT LAW). THIS FROM THE FIRST CALENDAR DAY FOLLOWING THE DAY ON WHICH A FIRST REMINDER IS SENT TO THE CONSUMER. ALSO, IN THIS CASE, A LUMP SUM COMPENSATION WILL BE DUE AS FOLLOWS: 20.00 EUROS IF THE BALANCE DUE IS LESS THAN OR EQUAL TO 150.00 EUROS; 30.00 EUROS PLUS 10% OF THE AMOUNT DUE ON THE TRANCHE BETWEEN 150.01 AND 500.00 EUROS IF THE BALANCE DUE IS BETWEEN 150.01 AND 500.00 EUROS; 65.00 EUROS PLUS 5% OF THE AMOUNT DUE ON THE TRANCHE ABOVE 500.00 EUROS WITH A MAXIMUM OF 2,000.00 EUROS IF THE BALANCE DUE IS ABOVE 500.00 EUROS. THIS INTEREST SHALL ONLY BE DUE AND PAYABLE AND THE DAMAGES CLAUSE SHALL ONLY BE PAYABLE AFTER A NOTICE OF DEFAULT ON DURABLE MEDIUM IN THE FORM OF A FIRST REMINDER IN ACCORDANCE WITH ART. XIX.2. WER AND AFTER THE EXPIRATION OF THE GRACE PERIOD PROVIDED BY THIS ARTICLE OF LAW, IF THE CONSUMER HAS NOT PAID HIS DEBT WITHIN THIS PERIOD. THIS CONCERNS THE COSTS OF AMICABLE RECOVERY AND DOES NOT AFFECT THE RIGHT TO REIMBURSEMENT OF THE COSTS OF JUDICIAL RECOVERY SUCH AS COURT COSTS (INCLUDING THE APPLICABLE COURT FEE) AND EXECUTION COSTS. THE FIRST NOTICE OF DEFAULT IS FREE OF CHARGE. FROM A SECOND NOTICE OF DEFAULT, A COST OF 7.50 EUROS PLUS THE POSTAGE COSTS APPLICABLE AT THE TIME OF SENDING MAY BE CHARGED.

ARTICLE 13 - TRANSFER AND OWNERSHIP OF THE GOODS

THE CUSTOMER ONLY BECOMES THE OWNER OF THE SOLD GOODS AFTER FULL PAYMENT OF THE AMOUNTS DUE. NEVERTHELESS, THE RISKS THAT THE GOODS MAY INCUR SHALL BE BORNE BY THE CLIENT AS SOON AS THE GOODS ARE PLACED AT HIS DISPOSAL.

ARTICLE 14 - AUTHENTICITY, SIGNATURE AND CERTIFICATE

ALL PHOTOGRAPHIC ARTWORKS ARE ORIGINALLY TAKEN, SIGNED AND NUMBERED BY THE ARTIST MIA SEGAERT. ALL PHOTOGRAPHIC ARTWORKS RECEIVE A CERTIFICATE OF AUTHENTICITY. THE CUSTOMER AGREES THAT THE CERTIFICATE WILL BE TRANSMITTED IN ELECTRONIC FORM.

ARTICLE 15 - COMPLAINTS

ON PAIN OF FORFEITING HIS RIGHTS, THE CUSTOMER MUST SEND ANY COMPLAINT OR DISPUTE TO THE SUPPLIER BY REGISTERED LETTER WITHIN 8 DAYS OF THE FIRST DELIVERY OF THE GOODS. IF THE CUSTOMER DOES NOT TAKE DELIVERY OF THE GOODS, THE PERIOD OF 8 DAYS STARTS FROM THE DATE OF THE INVITATION TO TAKE DELIVERY OF THE GOODS OR, FAILING THAT, FROM THE DATE OF THE INVOICE. IF THE SUPPLIER DOES NOT RECEIVE A COMPLAINT WITHIN THIS 8-DAY PERIOD, THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED ALL GOODS. IF THE CUSTOMER USES PART OF THE DELIVERED GOODS, HAS THEM SHIPPED TO THIRD PARTIES OR ENTRUSTS THEM TO A DISTRIBUTION COMPANY, HE SHALL BE DEEMED TO HAVE ACCEPTED THE WHOLE. DEFECTS IN ANY PART OF THE DELIVERED GOODS SHALL NOT ENTITLE THE CUSTOMER TO REJECT THE ENTIRE ORDER. IF THE SUPPLIER DOES NOT RECEIVE ANY COMPLAINTS REGARDING THE INVOICING OF THE GOODS WITHIN THIS PERIOD OF 8 DAYS, THE CUSTOMER IS DEEMED TO HAVE ACCEPTED THE INVOICE.

ARTICLE 16 - FORCE MAJEURE

IN CASE OF FORCE MAJEURE AND, MORE GENERALLY, IN ALL CIRCUMSTANCES THAT PREVENT, REDUCE OR DELAY THE EXECUTION OF THE WORKS BY THE SUPPLIER, OR CAUSE AN EXCESSIVE DETERIORATION OF THE COMMITMENTS UNDERTAKEN BY HIM, THE SUPPLIER SHALL BE RELIEVED OF ALL RESPONSIBILITY, MAY REDUCE THE COMMITMENTS, BREAK THE CONTRACT OR CANCEL ITS EXECUTION, WITHOUT BEING LIABLE FOR ANY COMPENSATION. SUCH CIRCUMSTANCES INCLUDE WAR, CIVIL WAR, MOBILIZATION, RIOTS, STRIKE, LOCK-DOWN, BOTH AT THE SUPPLIER AND AT HIS CO-SUPPLIERS, BREAKDOWN OF MACHINERY, COMPUTER BUGS OR VIRUSES, FIRE, WATER DAMAGE, INTERRUPTION OF MEANS OF TRANSPORT, DIFFICULTIES IN THE SUPPLY OF RAW MATERIALS, MATERIALS AND ENERGY, AS WELL AS RESTRICTIONS OR PROHIBITIONS IMPOSED BY THE AUTHORITIES.

ARTICLE 17 - LIABILITY

IN THE EVENT OF ERROR OR POOR WORKMANSHIP, THE SUPPLIER'S LIABILITY SHALL BE LIMITED TO MAKING THE REQUIRED CORRECTIONS OR RE-EXECUTING THE DEFECTIVE IMAGE CARRIER(S) AND MAY IN NO CASE GIVE RISE TO COMPENSATION, EXCEPT IN CASES OF FRAUD OR GROSS NEGLIGENCE. THE SUPPLIER SHALL IN NO WAY BE LIABLE FOR INDIRECT DAMAGES SUFFERED BY THE CUSTOMER, SUCH AS LOSS OF PROFITS. THE SUPPLIER'S LIABILITY SHALL IN ANY CASE BE LIMITED TO THE AMOUNT OF THE CONTRACT, BEING THE AMOUNT THAT WOULD HAVE BEEN PAID BY THE CLIENT IF THE SUPPLIER HAD PERFORMED THE SERVICE TO THE CLIENT'S SATISFACTION.

ARTICLE 18 - DELIVERY

DELIVERY WITHIN BELGIUM IS MADE AT THE CUSTOMER'S PREMISES, PACKAGING AND TRANSPORT INCLUDED. THE SUPPLIER IS RESPONSIBLE FOR THE RISKS TO WHICH THE GOODS ARE EXPOSED DURING TRANSPORT.

DELIVERY OUTSIDE BELGIUM SHALL TAKE PLACE AT THE SUPPLIER'S PREMISES. PACKAGING FOR SHIPMENT AND TRANSPORT ARE IN THIS CASE AT THE CUSTOMER'S EXPENSE. THE CUSTOMER IS RESPONSIBLE FOR THE RISKS TO WHICH THE GOODS ARE EXPOSED DURING TRANSPORT. FOREIGN DELIVERY AND THESE CONDITIONS MAY BE DEVIATED FROM BY WRITTEN AGREEMENT.

ARTICLE 19 - APPLICABLE LAW

ANY DISPUTE RELATING TO THE CONCLUSION, VALIDITY, INTERPRETATION OR EXECUTION OF THIS CONTRACT AND THE CONTRACTS RESULTING FROM IT SHALL BE GOVERNED BY BELGIAN LAW AND SHALL FALL WITHIN THE EXCLUSIVE JURISDICTION OF THE COURTS WHERE THE SUPPLIER'S BUSINESS IS LOCATED.
