

# General terms and conditions of sale for subscriptions

## Disclaimer

The applications and information offered on the site [www.bouwkroniek.be](http://www.bouwkroniek.be) and all its 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 customer 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 the subscription

## I. Offer

The subscription offer for Bouwkroniek regards a joint or combined offer of the hard copy version, the digital reproduction of the trade journal, and the access to the content of the website. The prices are quoted in euros and are inclusive of VAT. The offered rate is valid during the selected subscription period. In case of a potential renewal of the subscription after a promotional period or after an initial subscription period with a fixed duration, the customer pays the then applicable regular rate. If the VAT system and/or the VAT rate changes then the relevant VAT is applied by EBP.

The delivery costs are included in the price quoted, unless expressly indicated otherwise.

Any and all offers are limited in time and limited in number.

The customer must, for delivery outside Belgium, contact EBP in advance and additional costs are charged if delivery abroad is possible.

EBP pays full attention to the correct description of the products, the price, and the other modalities. If an unintentional or even a gross error occurs in the description of our products, the price and/or other modalities then the customer has the choice to waive the order or to yet accept the offer on the basis of the correct terms and conditions.

EBP reserves the right to change the prices, the media, and the publication frequency of the media at any time.

EBP shall not be liable if one of the products or services (magazine, website, ...) changes or is discontinued.

## II. Order

The customer can only validly accept the offer if they first communicate any and all requested data and accept these general terms and conditions of sale for the subscription, including the privacy terms and conditions. The order takes place on the basis of the prices that are mentioned with the relevant subscription.

Each and every order is qualified as unconditional acceptance of the offer, the terms and conditions, and these general terms and conditions of sale for the subscription.

## III. Payment

Any and all invoices are payable in cash at the corporate seat of EBP. In case of non-payment of an invoice on the due date, it shall by operation of law and without a notice of default be subject to an interest rate of 1.5% per month. Moreover, the amount shall by operation of law and without a notice of default be increased by 10%, with a minimum of €60.00, on account of fixed stipulated compensation.

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.

If EBP did not receive payment then the subscription is not activated or is discontinued, even if the implementation has already started.

## IV. Termination

Subscriptions are concluded for a term as established in the initial agreement signed by the customer, and are renewed automatically for the same term, with a minimum of 12 months. Full or partial termination or change of the subscription must take place by registered letter at the latest two months prior to the date of renewal of the subscription.

The subscription fees can be revised annually.

Applicable law and competent court

The court of first instance in Brussels, the commercial court in Brussels, and the Justice of the Peace of the first district in Brussels are exclusively competent to take cognisance of each and every dispute with regard to this agreement and EBP can only be summoned to appear before the said courts. The agreement is governed by Belgian law.

Potential invalidity of a provision

The potential invalidity of one of the provisions of the agreement shall by no means affect the validity of the other provisions, despite the invalidity of the disputed provision.

## V. Personal data protection

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