

TERMS AND CONDITIONS OF SALE

Each order placed at VdH|books nv is considered as an acceptance by the customer (always understood below as the person that places the order) of these Terms and Conditions of Sale, which are as a whole part of the agreement. VdH|books nv rejects entirely all other conditions, communications and reports, whether printed or not, on documents coming from the customer, as far as no explicit and written deviation was agreed.

Article I – Agreement

An agreement between the customer and VdH|books nv is considered valid whenever an order is received and confirmed by VdH|books nv. VdH|books nv can decide to submit the validity of the agreement to other conditions, for example in the case of a lack of payment of previous orders. If for some reason the order cannot be carried out (for example if a book supply is exhausted), VdH|books nv informs the customer as soon as possible about this, without the latter being able to claim any form of damage compensation.

Article II – Payment

An invoice or delivery note always accompanies the goods. The invoices are payable on the expiration date as mentioned on the invoice at the latest. All invoices are to be paid in EURO, net and without discount, unless mentioned differently on the invoice. Discounts and returns of any kind can only be obtained if the expired invoices are paid in full. The arrangement of payments by means of the issue of bills of exchange, acquittal notes, cheques, mandates or receipts or by any other methods means no deviation of this clause. The discount costs and premiums are always at the expense of the customer.

If the invoice has not been paid on the expiration date, the customer is by right and without a preceding proof of default due to the payment of a compensation of 10 % on the invoice amount in order to cover the extra judicial expenses.

If VdH|books nv still hasn't received any payment within 8 days after summation, the customer is in addition and by right and without a preceding proof of default due to the payment of a fixed compensation of the additional disadvantages, administration- and other costs of 10 % on the amount of the still unpaid invoices. All costs of unpaid collections, cheques or bills of exchange, included judicial or extra judicial summations, are always at the expense of the customer. Absolutely no dispute – including the lodging of a complaint – can be invoked by the customer in order to be removed from his payment obligations.

If the invoice has not been paid on the expiration date, VdH|books nv preserves itself the right to suspend or destroy all contracts in execution, with the preservation of the right to claim damage compensation. VdH|books nv can claim all not yet expired claims immediately, whatever the reached agreements might have been. The delivered goods remain property of VdH|books nv in full right, as long as the chargeable amounts haven't totally been paid by the customer.

If the payment has not been executed on the expiration date, the agreement can be annulled by right after a preceding proof of default. VdH|books nv preserves itself the right to take back goods, seen that the right of property in favour of VdH|books nv is originated by the order only.

Article III – Delivery

The delivery of the goods takes place in our stock and the customer is responsible for the goods as from the moment that they leave our stock, irrespective of the way in which the transport occurs.

Since the delivery period can be influenced by actions of third parties (suppliers or subcontractors) and by cases of mischance or supremacy (such as impossibility of implementation in pursuance of general or partial strike or lock-out, riots, accidents, machine break, lack of means of transport or of material, fire etc...) this period cannot be considered as an explicit commitment and is therefore always indicated approximately. A late delivery cannot be refused by the customer and will never lead to damage compensation.

If the explicitly stipulated period is not respected by the supplier, except the cases as foreseen in the previous paragraph, the customer has the right to claim a damage compensation of 10 % of the invoice amount after having urged the supplier in writing to deliver the goods within the five days.

Artikel IV – Complaints and Refund

Complaints concerning incorrect deliveries must be reported in writing to VdH|books nv within 14 days after delivery. The date and number of the invoice or the delivery note always have to be mentioned. Complaints concerning hidden faults must be reported in writing to VdH|books nv within 14 days after discovery. A good can only be returned after the report by the customer of the complaint to the customer service of VdH|books nv. In the case of a misprint, the customer has to return the books accompanied by a copy of the original invoice with "exchange request misprint" mentioned on it. In all other cases the customer has to obtain the authorisation of VdH|books nv before returning the goods. If no complaint has been received within this period of 14 days, the consequence is that the customer has accepted the delivered articles entirely and as a whole. This also goes for the hidden faults.

The guarantee given by VdH|books nv is in any case limited to the replacement of the good and, if this is not possible, to the refund of the price. VdH|books nv will under no circumstance be responsible for faults which are caused directly or indirectly by the action of the customer or that of a third person, irrespective of these are caused by a fault, negligence, loss or theft.

Article V – Copyright

In the case of operations subjected to the regulation and legislation concerning copyrights, the works remain the moral, intellectual and inalienable property of VdH|books nv. The publishing company can however not be held responsible because she herself doesn't possess any copyright, nor for the reproduction rights which would be claimed by third parties.

Each modification, adaptation or diversion of the ceded works is absolutely prohibited. The publishing companies name and possibly that of the author must always be mentioned on the reproduced works, unless the publishing company respectively the author relieves the customer of it.

Artikel VI – Disputes

The sale on which the current terms and conditions of sale are related is subjected to the Belgian right.

The courts of the judicial district of Brussels, where the company seat of VdH|books nv is located, are exclusively competent in case of a dispute of whatever kind, even for the procedure in Injunction. VdH|books nv preserves itself the right to present the disputed matters to the customer's local court.

Contact

For questions and/or information please call +32 733 73 07 or write to info@vdhbooks.com.

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