

MIKE BALL MEDIA

GENERAL TERMS AND CONDITIONS

Article 1 - Definitions

The following terms are understood in these General Terms and Conditions:

1. Company: Mike Ball Media (Michael Ball)
2. Customer: every national person of legal entity not being a consumer within the meaning of Article I.1,1° of the Economic Law, and where a consumer is perceived to be "every natural person acting for purposes which are outside his trade, business, craft or profession".
3. Products and/or Services: all tangible movable goods the Customer is able to purchase from the Company, or Services the Customer is able to contract from the Company.
4. Purchase Order: the written confirmation of the order the Customer places at the Company.
5. Law of August 2002: the law of 2 August 2002 on combating late payment in commercial transactions (B.S. 07.08.2002).

Article 2 - Applicability

1. These General Terms and Conditions are applicable to every offer, quotation, order and purchase-sale of Products and/or Services between the Company and the Customer.
2. The Company makes these General Terms and Conditions available on its website <https://www.mikeballmedia.com/>, and mentions the availability of them on <https://www.mikeballmedia.com/> on the Purchase Order and the invoice.
3. The Customer acknowledges and accepts these General Terms and Conditions. These General Terms and Conditions always take priority over the general conditions of the Customer, unless expressly agreed otherwise in writing between the Company and the Customer.

4. The Company reserves the right to alter these General Terms and Conditions at any time by publishing a new version on the aforementioned website. Every order the Customer places following the publication of this new version by the Company, implies acceptance of the latest published version by the Customer.
5. If the Company has allowed deviations from these General Terms and Conditions for short or longer periods of time, explicitly or implicitly, this does not prejudice in any way its right to still require immediate and strict compliance with these General Terms and Conditions.

Article 3 – Offer and prices

1. If a quotation or any offer on the part of the Company has limited validity or is subject to conditions, this will be explicitly mentioned.
2. The quotation or any other offer on the part of the Company contains such information that it is clear for the Customer what the rights and obligations related to its acceptance are.
3. Unless expressly deviated from, the prices of the Products and/or Services communicated and/or published by the Company are always in Euro (€) and exclusive of VAT. Every increase of the VAT rate in the period between the order and the delivery shall be borne by the Customer. The orders are invoiced at the prices and conditions in force at the time of acceptance of the order.
4. The Company is not bound by prices that are evidently incorrect, for example in case of printing errors or linguistic mistakes. The Customer cannot derive any rights from wrongful pricing information.
5. The Company has the right to increase the price of the Products and/or Services. The Customer will be notified of these changes by means of the Purchase Order and on the invoice.
6. The Customer cannot claim any discounts for cash payments.

Article 4 – Order

1. The Company only prepares a Purchase Order when requested. This Purchase Order is in duplicate for every order with a unique order number, of which one is intended for the Customer and the other one for the Company.

2. The Customer always has to mention the unique order number when communicating with the Company regarding the order.
4. The Customer is considered the only party responsible for the order and the payment. If the order is fulfilled by a third party, this is deemed to have happened in the name and for the account of the Customer.

Article 5 – Delivery

1. The Company observes the utmost care in receiving and fulfilling the orders.
2. The delivery of Products to the Customer takes place at the time the Products are physically made available to the Customer at the address provided by him or at any other location previously agreed between the Company and the Customer. This is also the time at which the risk of loss or damage of the Products and/or Services is transferred to the Customer.
3. The delivery of Services to the Customer takes place at the agreed upon time between the Company and the Customer, which will be mentioned by email, post, or on the Purchase Order (when applicable).
4. Unless agreed otherwise in writing or by email, the Customer is not given the possibility to pick-up the Products and/or Services himself at the location of the Company or any other business address.

Article 6 – Invoice and payment

1. The payment by the Customer to the Company for the purchase of one or multiple Products and/or Services takes place as follows:
 - a. at the time the Company has the Products and/or Services available for delivery to the Customer, the Company charges the balance of 100% of the total invoice amount due. This balance becomes immediately due and payable at that time, in the absence of which the Company is entitled to dissolve the purchase-sale by reason of gross negligence on the part of the Customer, without prejudice to the right to compensation of damage on behalf of the Company. This compensation of damage amounts to at least the advance payment already made mentioned in point a. above which amount, in other words, continues to be permanently retained by the Company.

2. Every invoice of the Company to the Customer will state at least the invoice number, the purchase price of the Products and/or Services and the applicable VAT rate.
3. Unless mentioned otherwise on the invoice, the total amount becomes due and payable within 30 calendar days following the invoice date on the account number of the Company, IBAN BE65 0018 3636 5196.
4. In case of late payment by the Customer, interests on arrears must be paid in conformity with Article 5, section 1 of the Law of 2 August 2002. These interests on arrears shall commence by operation of law starting the day after the expiry date of the invoice due, so without the need of prior notification. The interest on arrears amounts to 15% per year and will be calculated up to and including the day of full payment of the principal sum.
5. In case of late payment by the Customer, the Company is also entitled to repayment of the costs incurred to collect the invoice, in conformity with Article 6 of the Law of 2 August 2002. The extrajudicial collection costs amount to 15% of the principal sum of the outstanding invoice. The judicial collection costs are equal to the actual costs borne by the Company.
6. In case of late payment by the Customer, the amount due will also be increased by operation of law, and therefore without the need of prior notification, by a fixed penalty of 10% of the principal sum and a minimum amount of € 50.
7. A payment will always be applied to the oldest outstanding invoice.
8. If the invoice is addressed to a third party upon request of the Customer, the Customer will be obliged to pay the amount of the invoice if the third party, for any reason whatsoever, does not make a timely and full payment of the invoice concerned.
9. In the event of non-payment of the invoice, Mike Ball Media may use the Services of Unpaid.be if the conditions have been met.

Article 8 - Liability

The Company cannot be held liable for damage to persons, goods (including the Products and/or Services), animals, Services, etc. that would be a direct or indirect result of the Products and/or Services, unless in the event of fraud or deceit.

Article 9 - Applicable law and competent court

The contractual relationship between the Company and the Customer is exclusively governed by Belgian law. Every dispute falls under the exclusive competence of the French or English speaking courts of the judicial district of Brussels.