

## Terms and Conditions Books and PDFs

### 1. Offer and agreement

These general terms and conditions apply to all offers and agreements whereby Vereniging van Antwerpse Bibliofielen vzw (VABIB vzw) delivers goods and/or services of any kind to the Customer, even if these goods or services are not (further) described in these terms and conditions, unless explicitly agreed otherwise in writing between the parties. All offers are without obligation. Any purchase or other conditions of the Customer do not apply, unless these have been expressly accepted in writing by VABIB vzw.

### 2. Price

The delivery by VABIB vzw by the Customer are sold at a predetermined price or rate to be paid by the Customer (excl. VAT when applicable), as stated on the website or in the offer.

### 3. Billing, advertising and payment

Invoices are sent at the time of ordering. If the Customer has not received an invoice no later than 10 days after this moment, he must inform VABIB vzw in writing or by e-mail. All invoices will be paid by the Customer upon prepayment. For orders below a minimum limit, immediate payment via online payment is requested. This will be communicated to the Customer before he finalizes the order.

Payment will be made without set-off or suspension for any reason whatsoever, except insofar as it has been established by arbitral or court award that the Customer has a deductible counterclaim or a ground for suspension. Complaints must be received by VABIB vzw by registered letter, e-mail or fax within 15 working days after the invoice has been issued.

### 4. Reflection

The customer is entitled to withdraw from the purchase within 15 days by notifying [webmaster@bibliofielen.be](mailto:webmaster@bibliofielen.be) by e-mail.

In the case of downloadable products (pdf), the customer must attach a declaration of honour to the withdrawal confirming that the product in question has been destroyed.

Physical products can be returned to VABib, Vrijdagmarkt 22, B-2000 Antwerp. Reimbursement will be made within 10 working days after receipt of the withdrawal.

### 5. Force majeure

Subject to unforeseen circumstances, for example caused by force majeure or illness, VABIB vzw will send the purchased goods immediately after receipt of payment, unless otherwise indicated (for example in the case of pre-subscription actions). In the event of illness or demonstrable force majeure in time, VABIB vzw can postpone this extradition for a maximum of one week. If the Customer does not agree to this, he is entitled to a refund of the full amount paid, without further right to compensation of any kind.

### 6. Customer: non-payment

Customer receives some payment reminders after ordering. If this is not followed up, VABIB vzw has the right to cancel the order without further notice.

### 7. Liability

If VABIB vzw should prove to be in default when executing the order, the liability of VABIB vzw is limited to an amount equal to the total price of the order.

The maximum liability applies minus any amounts credited by VABIB vzw. Any action must be initiated by the Customer within one month of the relevant case. Any further liability of VABIB vzw for damage suffered by the Customer is excluded, regardless of the way in which any action is brought either in breach of contract, tort or otherwise. VABIB vzw is under no circumstances obliged to compensate for damage due to non-delivery of the order. Any liability of VABIB vzw for business interruption or other

Indirect damage, including damage due to loss of profit, missed savings or loss of data, is expressly excluded.

#### 8. Applicable law and disputes

The agreements between VABIB vzw and the Customer are governed by Belgian law.

Any disputes between the parties will be submitted to an arbitrator jointly chosen by both parties. If the parties cannot reach an agreement, the dispute will be submitted to an Arbitrator appointed by the Antwerp-Waasland Chamber of Commerce.

Vereniging van Antwerpse Bibliofielen

Vrijdagmarkt 22

2000 Antwerpen

België