

# GENERAL TERMS AND CONDITIONS OF SALE AND PRIVACY RULES OF AUTHENTICPHOTO.COM

Terms and Conditions of Sale, Implementing Provisions and Privacy Rules of Authentic NV/SA

Authenticphoto.com (and other extensions) is the website of Authentic NV, originally established in 1979 and with its registered office at Sint Bernardusstraat 9, 1060 Brussels, Belgium. VAT: BE 0421 955 245.

If you wish to use the services of Authenticphoto or the Authenticphoto website, please read these Terms and Conditions of Sale, Implementing Provisions and Privacy Rules carefully. You may be asked several times to give your consent to these terms, which will simply be referred to as the "General Terms and Conditions of Sale".

Authentic reserves the right to amend these "General Terms and Conditions of Sale" and adapt them to the prevailing legislation.

## Welcome to the Authenticphoto website, a Professional Online Photo Lab

We hope you find the online service of Authenticphoto user-friendly and appreciate the quality of our products. Please note that any breach of these "General Terms and Conditions of Sale" may result in the termination of our service to you, without prejudice to all other rights that might accrue to Authenticphoto as a result of this breach.

## Authenticphoto account

Your Authenticphoto account is valid for personal use and is non-transferable. You are entirely personally responsible for keeping the password that is assigned to you or changed by you confidential. You must make every effort to prevent unauthorised persons gaining access to your personal account. Authenticphoto cannot under any circumstances be held liable for any damage, direct or indirect, which you may suffer as a result of the unauthorised use of your account by third parties. Any use of your account with your password is your sole responsibility.

## Information about the images you upload to our servers

When you open an account with Authenticphoto.com we make temporary storage space available for the uploading of digital images. This storage space is designed to help you create your orders, and should not be seen as a backup or archive of these images. Authenticphoto cannot under any circumstances be held responsible for the loss of files uploaded by you.

## Required resolution

Digital images printed via a photographic or other method require a minimum pixel resolution. While your image is being uploaded we will check whether the required resolution in relation to the product ordered is present. Digital images can be manipulated (intentionally and/or inadvertently) so that, through our digital control, they allegedly possess the necessary required resolution but may still deliver a visually unsatisfactory result. Authenticphoto refuses to accept any responsibility in this regard. The orderer accepts that costs will be charged for each order of a print of an image, even if the resolution of the specified image is insufficient or of insufficient quality to produce a sharp, clear and/or colourfast image.

## The use of an Authenticphoto account

Under Belgian law, and to be able to bear full personal responsibility, you must be at least 18 years old to use our services. By ticking that you agree with our General Terms and Conditions of Sale, you are declaring that you meet the above age requirement. To create an account you must, among other things, specify an active email address at which we can reach you in connection with the operation of our service. You must also send us all the necessary information to allow invoicing and delivery.

## Privacy policy

When creating your Authenticphoto account you will be asked for certain personal details such as your name, email address and postal and delivery address. Whenever we collect personal details from a user, we will do so with due regard for the protection of privacy. The personal details of the user are intended for internal use and our own marketing activities. Your personal details will be processed in Authenticphoto's records. You give your express consent to this processing, the purpose of which is to be able to provide you with proper information in the course of an order and to be able to process you administratively correctly and keep you informed about our products and services. You agree that your personal details may be passed on to companies directly affiliated with Authenticphoto for the same purposes as above. You have the right to access your personal details and to correct them if required. Using your login details you can review and if necessary update your personal details online. You may at any time object to your personal details being processed for commercial reasons.

## Copyright and right to reproduce the images provided

Any reference to the reproduction of any element supplied by the orderer and that is subject to the provisions of the laws on intellectual property implies that the orderer holds a right of reproduction. He therefore automatically indemnifies Authenticphoto with regard to any dispute relating to this right of reproduction. Authenticphoto is not responsible for infringements of third-party reproduction rights, the orderer has sole liability. All visual material that may breach the right to privacy, the right to disclosure, or intellectual property or similar rights comes under the exclusive responsibility of the orderer. Authenticphoto cannot be held responsible for visual material sent from an anonymous or false address.

## Prices and VAT

Authenticphoto generally works for professional people and businesses that have a VAT number. Consequently, all our published prices are exclusive of taxes, VAT and charges. If you have a VAT number, it will be compared with the European VIES database online when you create your account and when placing an order. Authenticphoto cannot be held responsible if the communication with the VIES database does not work properly. Depending on the recording of your VAT details in the European VIES database, the VAT charge will be adapted before an order is confirmed. In order for the order to proceed, the user must agree with this price online. For administrative VAT arrangements, please contact our Customer Service team.

## Brief overview: when do I have to pay VAT?

All our prices are calculated online exclusive of VAT. Belgian VAT on our products is 21%. If you have a Belgian VAT number, you can recover the VAT paid through your VAT declaration. Persons or businesses with a VAT number in another European country do not need to pay VAT in Belgium if the goods are exported from Belgium. This is known as the intra-Community VAT operation. During registration, you will be asked to enter your VAT number. Please be sure to enter the correct number. If you are based in another European country and have a VAT number, you must also enter that number, together with the country code of the VAT number. All VAT numbers entered are checked for accuracy against the European Commission's VIES database "on the fly". In short: VAT is charged to all Belgian customers – with or without a VAT number. VAT is only not charged to intra-Community VAT numbers. VAT is charged to European foreigners without a VAT number. VAT will not be charged on goods that are invoiced and exported outside Europe (e.g. Switzerland). These goods are subject to import charges by the local customs authorities.

## Delivery costs

We use packaging that is appropriate to the product ordered and the quantity. Thus, we distinguish between rollable prints and framed or mounted products. The price of a delivery also varies according to the number and the size/weight of the package, and the destination country. If the order does not need to be paid for immediately online, we will confirm the packing and shipping costs again by email prior to processing. This email will contain all the information to enable payment to be made. However, some products must be paid for online at the time of order. In that case we can apply standardised delivery prices because the products themselves are standardised.

## Conformity and colour guarantee

We guarantee that our goods conform to your order and meet the normal expectations you may have, taking into account the product specifications. Some products are less easy to reproduce. This anomaly is inherent to these products and must be expressly accepted by the client. Some photo products have a limited life as regards colourfastness. This life has been tested by specialized external laboratories. Through its website and other channels, Authenticphoto communicates the information from these external test laboratories on a purely informative basis and refuses to accept any responsibility if this information is not consistent with reality. If, in your opinion, the delivered product does not meet your expectations, you must notify our Customer Service team of this within eight days. Please also indicate the relevant order references.

## Image retouches, framing and colour corrections

We can carry out image retouches, framing and colour corrections at the customer's request. These services are offered against payment. They always involve a test print prior to final production. These test prints are sent to you by post or you can view them at our production centre in Brussels. The first option is to test-print the entire image in an A4 print. The second option is the 1:1 printing of the final size of approximately 30 x 50 cm. There is also the option of having a soft proof sent by email. In that case, however, you will need a colour-calibrated screen and some prior knowledge. To accompany the soft proof you will receive an explanatory letter (PDF). These test prints must be approved by the client prior to final production. This approval/rejection may be sent by email to [planning@authenticphoto.com](mailto:planning@authenticphoto.com). Approval releases Authenticphoto from any liability for any faults identified after final production.

## Production times

After we have received your order online, this is put into production by the planning staff. The production time depends on the delivery times available at that moment. This may be a little longer during busy periods. We will confirm your order with an email that includes a summary of the various key stages in the production process and a possible end date. Once your order is ready for delivery you will

receive an “end of job” email and a text message if we have your mobile number. In the case of a shipment you will receive a link in another email with the tracking number of the shipment so you can easily follow its progress. If your payment has not yet reached us, you will also receive a new email inviting you to make payment before the order is shipped.

## **Mention of the Authenticphoto name and additional details**

The client may not object to the name and contact details of Authenticphoto being included on a self-adhesive sticker on the rear of the produced works. Nor to a sort of descriptive “guarantee label” being affixed that describes the authenticity of the production.

## **Delivery**

We ship anywhere in the world. Orders are delivered by external delivery services. These services generally work with a tracking number so you can monitor the progress of your package online. Authenticphoto cannot be held liable for delays in delivery. Delivery times given on the website are purely an indication. Delays in delivery will not under any circumstances result in any form of compensation, refund or cancellation of an order. You are required to make it possible for your order to be delivered. The information required includes a complete and correct delivery address, including the name of the recipient. In the event of a package being returned to Authenticphoto through the fault of the customer – e.g. incorrect delivery address, address not known, receipt refused, package not collected within the stipulated time limit – you are not entitled to claim compensation. Because the logistical costs of handling returned packages far exceed what may reasonably be expected of Authenticphoto, it is not always possible to re-send returned orders.

## **Collecting your order**

You can also collect your order from our production centre/showroom in Brussels. Please indicate this when placing your order. Your order will then be packed so that we can unpack it and show it to you before handing it over. If you have the order collected by a third party, please specify this so that we can adapt the packaging. Third parties do not always take sufficient care with packages, hence why this packaging requires a little more attention.

## **Damage**

The goods always travel under our responsibility, except if you yourself are responsible for collection or shipment. Despite all our precautions, however, things occasionally go wrong. You should therefore check that the package is intact while the deliverer is still there. If it is damaged, refuse to accept it or take a photo of it. Sometimes the package is damaged but the contents are not. Then contact our Customer Service team immediately so that they can arrange for a replacement. If you have already accepted a package before identifying the damage, you should also contact our Customer Service team immediately. Keep the original packaging in case you need to return the goods. Also send us photos by email to prove the damage. Please also quote your order references.

## **If the package with your order is lost**

The delivery services generally work with a tracking number so you can monitor the progress of your package online. If the package is not delivered on the scheduled date or is lost, you can always contact the responsible external delivery service. If this does not produce a result, you should notify the Customer Service team within eight days, but preferably straight away.

## **Use of physical media**

When we receive USB sticks, CDs, memory cards or other physical media these are returned with the order if clearly provided with a name and address. If this is not the case, they are kept for three months before being destroyed. Authenticphoto is not responsible for loss of or damage to physical media.

## **Right of withdrawal**

All goods are produced to the specifications of the orderer and using the images supplied by the orderer. These goods are therefore personal in nature and cannot be returned. As a result, it is not possible to cancel an order. The right of withdrawal does not apply.

## **Right of retention**

Authenticphoto is entitled to hold onto the goods until payment in full has been made. This right of retention also applies to all elements required to execute the order. The orderer only becomes the owner of the goods sold once the sums owed have been paid in full. However, any risks that the goods may run in the meantime are borne by the orderer as soon as they are ready for collection. This information is normally sent with an “end of job” email from [planning@authenticphoto.com](mailto:planning@authenticphoto.com).

## **Complaints**

On penalty of loss of rights, the orderer must send any complaint or protest by registered post or confirm it by email to [planning@authenticphoto.com](mailto:planning@authenticphoto.com) within eight days of receiving the goods. If the orderer does not collect the goods, the deadline of eight days begins on the date they are invited to collect the goods. This invitation to receive is generally sent with an “end of job” email from [planning@authenticphoto.com](mailto:planning@authenticphoto.com).

## Use of cookies

You collect cookies when you visit our website. A cookie is a small text file that we place on your computer's hard disk when you visit the site. We do so to make our website more user-friendly and, for example, to ensure that you stay logged in or do not always have to re-enter all your details, or to continue processing an unfinished order.

We also use them for marketing purposes so we can display adverts tailored to you elsewhere on the internet. You can always reject the use of cookies or remove them via your browser settings.

## Authenticphoto website

All images, text and other forms of content, including the names and logos of Authenticphoto, are protected by copyright, as trademarks, trade names, patents or by other intellectual property rights. You may not copy, transmit or distribute these images, text and other forms of content without the prior written consent of Authenticphoto.

## Force majeure

Cases of force majeure and, more generally, all circumstances that hinder, scale down or delay the execution of the order by Authenticphoto or which result in extraordinary difficulty with regard to the performance of the commitments undertaken by it discharge Authenticphoto from any liability and allow it, according to the case in question, either to reduce its commitments or to cancel the agreement or to suspend the execution thereof, without Authenticphoto being held to pay any compensation for damages. Force majeure shall include, among other things: war, civil war, mobilisation, riot, strike and lock-out, both at Authenticphoto and at its suppliers. Machine failure, computer virus or bug, internet connection problems, fire, water damage, suspension of transport, difficulties with supplies of raw materials, materials and energy and restrictions or prohibitions imposed by the authorities. This list is simply an illustration, and is not restrictive.

## Disputes

By ticking that you agree with our "General Terms and Conditions of Sale", you agree to preserve our officers, directors, employees, agents, licensors, suppliers and other information providers for the service with regard to any form of loss, expense, damage and costs as a result of a breach of this agreement or of an activity on your account (including irresponsible and inappropriate behaviour) by you or another person who, through your action or omission, or for whom you are responsible at that time, had access to your account. Any dispute as a result of and related to the use of our services shall be brought before a Belgian court and shall be subject to Belgian law. The responsibility of Authenticphoto for direct damage is limited to the amount paid by the user for the service that caused this damage.

## Transfer

Authenticphoto may transfer its rights and obligations without prior notice.