



GENERAL SALES TERMS AND CONDITIONS

These general sales terms and conditions apply to every offer, tender or agreement between you ("the customer") and PIANC, a non-profit organisation, having its registered office at 1000 Brussels, Boulevard du Roi Albert II 20, 11th floor, box 3, telephone number: +32 2 553 71 58, email address: info@pianc.org, and is enrolled with the register of legal entities under the number (VAT number) 0429.863.418 ("PIANC").

In the event of any inconsistency between these general sales terms and conditions and any special conditions, the latter prevail.

1. CONTRACT

PIANC does not have an obligation to accept an order from a customer.

The contract that is concluded between you and PIANC will be archived and is accessible for customers that are consumers, upon their request.

2. PRICE AND PAYMENT

The price of the products displayed on the www.pianc.org website, is the total price in euro, inclusive of taxes.

No delivery or postal charges apply.

PIANC accepts the following payment methods: credit card (Visa, American Express and MasterCard), PayPal and bank transfer.

3. DELIVERY

The product will be sent to the given email address immediately after the completion of the purchase.

The product will be sent as a download link in an email in PDF format and can only be opened with an updated version of Acrobat Reader DC.

4. RIGHT OF WITHDRAWAL

Only customers that are consumers have a right of withdrawal.

Consumers shall have a period of 14 days to withdraw from the contract, without giving any reason, and without incurring any costs.

This withdrawal period shall expire after 14 days from the day of the conclusion of the contract.

To meet the withdrawal deadline, it is sufficient to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

For this purpose, you may either: (a) use the model withdrawal form as set out below, or (b) make any other unequivocal statement setting out your decision to withdraw from the contract.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

— To PIANC, having its registered office at 1000 Brussels, Boulevard du Roi Albert II 20, 11th floor, box 3, telephone number: +32 2 553 71 58, email address: info@pianc.org.

— I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

— Ordered on (*)/received on (*),

— Name of consumer(s),

— Address of consumer(s),

— Signature of consumer(s) (only if this form is notified on paper),

— Date

() cross what is not applicable*

If you withdraw from your contract, PIANC shall reimburse to you all payments received from you without undue delay, and in any event not later than 14 days from the day on which PIANC is informed about your decision to withdraw from this contract.

PIANC will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise. In any event, you will not incur any fees as a result of such reimbursement.

The right of withdrawal cannot be exercised if you have consented to the beginning of the performance before the end of the 14-day withdrawal period, and provided that you have acknowledged that you lose your right of withdrawal when giving consent.

5. CONFORMITY

The two-year legal guarantee applies to consumers.

If you are not a consumer, and if the product you have ordered via the PIANC webshop is affected by a hidden defect, then you can: (i) return the product to PIANC and request a refund, or (ii) retain the product and request a partial refund, provided that (i) you have informed PIANC in writing of this hidden defect within eight days after its discovery, and (ii) this hidden effect appears within a period of thirty days after the product's delivery.

II INTELLECTUAL PROPERTY RIGHTS

You are not allowed to share content or material available in a product, entirely or partly, or, in any way, reproduce, adapt, or engage in related activities, without PIANC's explicit and prior written consent. Please send us an email if you wish to obtain a copy of PIANC's code of conduct regarding the use of the PIANC name and PIANC logos.

The intellectual property rights, including, but not limited to copyright and related rights to the goods are and remain at all times the exclusive property of PIANC. Unless stated otherwise, the payment of invoices does not confer any intellectual property rights on the customer.

III DATA PROTECTION

The personal data collected via the www.pianc.org website is processed in compliance with PIANC's privacy policy, which can be found [here](#).

VI LIABILITY

PIANC is not liable for indirect damages, including (but not limited to): loss of profit, loss of income, loss of productivity, moral damages, loss of customers or third party claims. PIANC's total liability per claim (whether based on contractual or extra-contractual liability) is limited to the maximum amount covered by its insurance.

VIII APPLICABLE LAW AND COMPETENT COURT

All disputes that arise from these general sales terms and conditions are exclusively governed by Belgian law. The courts of Brussels shall have exclusive jurisdiction to settle any dispute, unless another court is competent under binding applicable law. This choice of law may not, however, have the result of depriving the consumer of his right to invoke the law of the State where the consumer has his habitual residence.