

General Terms

a. Advertising content is subject to bvba Amanti's approval. Bvba Amanti reserves the right to reject or cancel any advertisement, insertion order, space reservation, or position commitment at any time and for any reason. Only publication of an advertisement shall constitute final acceptance of the advertiser's order.

b. Positioning of advertisements is at the discretion of bvba Amanti.

c. Bvba Amanti reserves the right to convert print advertisements (along with editorial content) into digital products, to include them in electronic databases and other versions of the publication, and to make them available through the Internet or through other sources.

d. The Advertiser and/or its agency assume liability for all content of advertisements published by bvba Amanti. The Advertiser and/or its agency grants bvba Amanti the right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of Advertiser, including without limitation, all text, graphics, illustrations and photographs. Advertiser and/or its agency represents and warrants that: (i) it has all the necessary rights in the Creative; (ii) the Creative does not violate any applicable law or regulation; and (iii) the Creative does not violate or infringe upon any third-party right in any manner or contain any material or information that is defamatory, libelous, slanderous, that violates any person's right of publicity, privacy or personality, or may otherwise result in any tort, injury, damage or harm to any person. Advertiser and/or its agency acknowledges that bvba Amanti is relying on the foregoing representations and warranties.

e. To the extent permitted by applicable law, the Advertiser and/or its agency agrees to indemnify, defend and hold bvba Amanti and its respective officers, directors and employees, harmless from and against any and all expenses and losses of any kind (including reasonable attorneys' fees and costs) incurred based upon a breach of any of the foregoing representations and warranties or in connection with any claim arising from or related to any advertisement supplied by Advertiser and/or its agency, including, but not limited to, claims of copyright or trademark infringement and claims of libel or invasion of privacy.

f. Advertisements not received by the closing deadline will not be subject to approval or revision by the Advertiser and/or its agency. Bvba Amanti will not be responsible for errors appearing in advertisements that are placed too late for proofs to be submitted or for errors in advertisements received after the closing deadline. The Advertiser and/or its agency is responsible for checking the accuracy of the proofs they receive.

g. Cancellations or changes in orders must be received in writing by the deadline date. However, there shall be no refunds and, if applicable, the Advertiser shall still need to pay the amount, mentioned on the document 'inlassingsopdracht'

h. Bvba Amanti shall not be liable for any costs or damages if, for any reason, it fails to publish an advertisement. Bvba Amanti is not liable for delays in delivery and/or non-delivery in the event of an Act of God, action by any governmental or quasi governmental entity, fire, flood, insurrection, riot, explosion, embargo, strikes (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slowdown, or any condition beyond the control of bvba Amanti.

i. For online and e-mail newsletter advertising, bvba Amanti shall not be liable to the Advertiser and/or its agency for any technical malfunction, computer error or loss of data, or other injury, damage or disruption to advertisements or Web sites, that is beyond the control of bvba Amanti. Bvba Amanti has no obligation to detect the presence of any computer virus, trojan horse, timebomb, worm or other technology or software causing damage to end users' computers in any item received from Advertiser and/or its agency.

j. Bvba Amanti's sole liability for any error for which it might be responsible will not exceed the cost of the advertisement. Claims for errors must be made in writing within 30 days of the issue date or the date the advertisement first appeared online.

k. Unless specifically agreed to in writing by bvba Amanti, these Advertising Terms and Conditions shall supersede and control any contrary provision of any advertiser or agency-provided contract, insertion order, or copy instructions, even if the included advertisement is published. Bvba Amanti does not accept insertion orders containing disclaimers of any kind.

Financial Terms

l. All rates are subject to change.

m. The Advertiser and/or its agency, if an agency is used, shall be jointly and severally liable for all moneys due and payable to bvba Amanti.

n. Advertisers are required to pay in advance for their insertion and may be subject to payment terms not specified in these Advertising Terms and Conditions. In other cases, advertisers are due to pay their invoice, as from the moment their information can be consulted online on www.milieugids.be and www.guidedelenvironnement.be

o. Invoices are due in Euro upon receipt.

p. Invoices are deemed past due if unpaid 30 days from the date of the invoice. Interest charges may accrue at 1.5 percent per month on past due invoices.

q. After 90 days from the date of the invoice, bvba Amanti may seek assistance from an outside collection agency or law firm. The Advertiser and/or its agency will be responsible for collection fees totaling 25 percent of the total outstanding balance plus reasonable attorney's fees and court costs, if any.

r. A commission equal to 15 percent of the gross billing, not including charges for special services (which are non-commissionable), is allowed only to recognized advertising agencies that submit camera-ready advertisements and whose accounts are current. Commissions may be revoked on past due invoices.

s. bvba Amanti reserves the right to contact the agency's client and demand payment for all outstanding balances if the agency's account is delinquent. However, no action on the part of bvba Amanti shall relieve the agency of its liability for outstanding amounts due.

y. The failure of bvba Amanti to enforce any one or more of these provisions will not be construed to be a waiver of any of the Advertising Terms and Conditions clauses or bvba Amanti's right to enforce such provisions.

General Terms

By accessing www.milieugids.be, you are agreeing to be bound by these website Terms and Conditions of Use, all applicable laws and regulations, and agree that you are responsible for compliance with any applicable local laws. If you do not agree with any of these terms, you are prohibited from using or accessing this site. The materials contained in this website are protected by applicable copyright and trade mark law.

Use license

Permission is granted to temporarily download one copy of the materials (information or software) on www.milieugids.be for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license you may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on www.milieugids.be;
- remove any copyright or other proprietary notations from the materials or transfer the materials to another person or "mirror" the materials on any other server.

This license shall automatically terminate if you violate any of these restrictions and may be terminated by bvba Amanti, owner of De Milieugids België and www.milieugids.be) at any time. Upon terminating your viewing of these materials or upon the termination of this license, you must destroy any downloaded materials in your possession whether in electronic or printed format.

Disclaimer

The materials on www.milieugids.be are provided "as is". De Milieugids België makes no warranties, expressed or implied, and hereby disclaims and negates all other warranties, including without limitation, implied warranties or conditions of merchantability, fitness for a particular purpose, or non-infringement of intellectual property or other violation of rights. Further, De Milieugids België does not warrant or make any representations concerning the accuracy, likely results, or reliability of the use of the materials on its internet website or otherwise relating to such materials or on any sites linked to this site.

Limitations

In no event shall bvba Amanti, owner of De Milieugids België, or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption,) arising out of the use or inability to use the materials on www.milieugids.be, even if De Milieugids België or a De Milieugids België authorized representative has been notified orally or in writing of the possibility of such damage. Because some jurisdictions do not allow limitations on implied warranties, or limitations of liability for consequential or incidental damages, these limitations may not apply to you.

Revisions and errata

The materials appearing on www.milieugids.be could include technical, typographical, or photographic errors. De Milieugids België does not warrant that any of the materials on its website are accurate, complete, or current. De Milieugids België may make changes to the materials contained on its website at any time without notice. Advertising companies can e-mail profile changes to info@milieugids.be at all time. After receiving profile changes, De Milieugids België will make a commitment to update the materials and info but cannot assure that these changes will take effect, immediately after the notification of the customer.

Links

Bvba Amanti, owner of De Milieugids België, has not reviewed all of the sites linked to its internet website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by bvba Amanti of the site. Use of any such linked website is at the user's own risk.

Site terms of use modifications

bvba Amanti may revise these terms of use for its website at any time without notice. By using this website you are agreeing to be bound by the then current version of these Terms and Conditions of Use.

Governing law

Any claim relating to www.milieugids.be shall be governed by the laws of Belgium without regard to its conflict of law provisions.

bvba Amanti - BE 0808.551.814
Official publisher De Milieugids België and Le Guide de l'Environnement
Mercatorstraat 16 B-9100 Sint-Niklaas
T: +32 (0)3/336.15.50
F: +32 (0)3/336.15.53

@ info@amanti.be
www.milieugids.be
www.guidedelenvironnement.be
www.amanti.be