

General Terms and Conditions – Le Livre en Papier SPRL

Operating address:

Le Livre en Papier SPRL
Rue Mon Gaveau, 25
7110 Strépy-Bracquegnies (La Louvière) – Belgium

Company number: BE 0677.978.530

Website: www.publier-un-livre.com

I. General Terms and Conditions for Buyers

Article 1: Scope

These general terms and conditions apply to the sale of books by Le Livre en Papier to any person placing an order through the website www.publier-un-livre.com.

They may be modified at any time, and the applicable conditions are those in effect on the website at the time of order placement.

Article 2: Orders

The buyer declares having read and accepted these general terms and conditions before validating their order. This validation constitutes full acceptance.

Any contrary conditions issued by the buyer are not enforceable against Le Livre en Papier unless expressly accepted in advance.

All book orders are placed via the website and are confirmed by email.

Article 3: Availability

Our books are printed on demand and are generally not kept in stock (or only in very small quantities).

Some books may be available in limited stock following an agreement with the authors. Once out of stock, they may be reprinted in small or large runs.

In the event of high demand, production time may be longer.

Although our database is regularly updated, some titles may be temporarily or permanently unavailable.

Article 4: Prices

Prices are listed in euros, all taxes included, excluding shipping costs. Prices may change without notice, but the applicable price is the one in effect at the time of order confirmation.

Orders outside Belgium may be subject to customs duties or local taxes, which are the sole responsibility of the customer.

All orders, regardless of origin, are billed and payable in euros only. The products remain the property of Le Livre en Papier until full payment is received.

Article 5: Payment

Payments can be made by:

- Bank card (Bancontact, Visa, MasterCard, Carte Bleue) via the secured Hipay system.
- Bank transfer.

Orders paid by bank transfer are processed only after payment has been received.

Article 6: Delivery

Books are shipped to the delivery address provided by the customer. Customers are advised to provide an address where delivery can be made during business hours.

For bank transfers, shipping and processing times begin only after payment is received.

For deliveries outside Belgium, the customer is responsible for importing the order and any applicable duties or taxes.

Le Livre en Papier manages delivery and transport; associated fees are part of the overall service. In case of delivery issues, complaints must be made within 48 hours via www.publier-un-livre.com/contact.

If the buyer provides an incorrect or incomplete address, Le Livre en Papier cannot be held responsible for failed delivery. Reshipping costs will be borne by the buyer.

Article 7: Right of Withdrawal

In accordance with Article VI.53, 3° of the Belgian Code of Economic Law, the right of withdrawal **does not apply** to products made to the consumer's specifications or clearly personalized.

Books offered on www.publier-un-livre.com are, unless otherwise stated, printed on demand for each individual order and are therefore considered personalized under the law.

As a result, no return or refund will be accepted after an order is confirmed, except in cases of manufacturing error or proven defect.

In case of a damaged or incorrect item, the customer must contact customer service within 48 hours via www.publier-un-livre.com/contact.

Article 8: Personal Data

Registration and user data are subject to Belgian data protection legislation. In accordance with French Law No. 78-17 of January 6, 1978 (Data Protection Act), users have the right to access, modify, and delete their personal data.

This can be done directly via the "Contact details" section in the user's account.

Article 9: Disclaimer of Liability

Book titles, descriptions, and images are based on information provided by the authors. Le Livre en Papier is not responsible for the content of the books and cannot be held liable by readers.

Books comply with Belgian legislation. Le Livre en Papier is not liable if the delivered item violates the laws of the recipient country (e.g., censorship, banned titles).

We are not responsible for delays due to stockouts, strikes, force majeure, natural disasters, or transport issues.

We also disclaim liability for the content of external sites linked from our own.

Article 10: Jurisdiction

Any dispute concerning the formation, validity, interpretation, or execution of these general terms is governed by Belgian law and falls under the exclusive jurisdiction of the courts in the district where the supplier's company is located.

Article 11: Customer Acceptance

By confirming the order, the customer accepts all the provisions in these terms and conditions. Data recorded by Le Livre en Papier shall serve as proof of all transactions carried out by the customer.

These terms may be modified without notice.

II. General Terms and Conditions for Authors/Publishers

Definitions

An "order" refers to a publication request.

The "client" is the person who submits the request; the "supplier" is the entity receiving it.

Article 1: Purpose

The client entrusts the supplier with the printing, binding, and paper distribution of their book.

Article 2: Proposals

The supplier's proposals are non-binding and subject to evaluation of the materials to be printed or composed.

The supplier reserves the right to refuse any order. The automatic confirmation email does not constitute a binding agreement.

Article 3: Duration

Acceptance of these terms binds the client for 1 year.

Early withdrawal of a published work before this period entails a €100 (excl. VAT) processing fee, payable by the client.

Article 4: Costs

Publication requests and standard publication are free.

Optional paid services (layout, proofreading, flyer/poster/bookmark printing, etc.) are invoiced upon prior explicit approval of a quote.

Any requested file modification or support will be charged at a minimum of €25 (excl. VAT).

Article 5: Distribution and Sale

The client grants the supplier the right to distribute and sell the work worldwide and for an unlimited period.

The supplier will handle online sales, order processing, payment collection, invoicing, printing, packaging, and shipping.

Article 6: Retail Price

The retail price is set by the client upon request. It cannot be lower than the production cost. If the declared price is below this cost, it will be adjusted accordingly.

Article 7: Royalties

Royalties paid to the client are calculated as:

(Retail price excl. VAT and shipping – Production cost excl. VAT) × (number of units sold – first 10 copies sold on www.publier-un-livre.com).

Royalties are paid upon request, at a rate of **one payment per 30-day period per client**.

Article 8: Responsibilities

By submitting a publication request, the client guarantees full ownership of the rights required for printing, editing, distributing, and exploiting the submitted work.

The client also ensures that all third-party rights (e.g., copyrights, neighboring rights) have been or will be settled.

Article 9: Content

The client guarantees that the work contains no illegal or immoral content. Any work that violates this article or contains racist, discriminatory, defamatory, offensive, or harmful statements (including Holocaust denial) will be removed from sale.

The client will bear all related costs (legal fees, refunds, removal charges under Article 3, etc.).

The supplier is not liable for any content, whether explicit or implied.

Article 10: Non-Exclusivity Clause

The client is not bound to distribute solely through the supplier and may use other means of dissemination.

Article 11: Supplier Name

The client may not object to the mention of the supplier's name, even if other names (publisher, intermediary, advertiser, etc.) are also listed.

Article 12: Right of Withdrawal

In accordance with Article VI.53 of the Belgian Code of Economic Law, the right of withdrawal does **not apply** to personalized services requested by the client.

By validating a publication request, the client expressly agrees that the execution of services (printing, listing, distribution) begins immediately.

Therefore, the right of withdrawal cannot be exercised after the request is validated, even if the 14-day period for distance contracts has not yet expired.

The client acknowledges that the service is fully customized and that this excludes any right to cancel or refund once processing begins.

Article 13: Jurisdiction

Any dispute concerning the formation, validity, interpretation, or execution of these terms is governed by Belgian law and falls under the exclusive jurisdiction of the courts where the supplier's company is located.