

# GENERAL TERMS AND CONDITIONS

## ARTICLE 1 - BALI PRINT SCOPE

The conditions of sale is explained below (hereafter indicated by the generic term “General Conditions”) and regulates the contractual relations between the user of the site baliprint.net (hereafter assigned the “User” or “You”) and the commercial brand Bali Print (hereafter designated the “Website”) which belongs to the company PT ABP based in Bali, Indonesia.

Those conditions of sales on the website of Bali Print are the only applications at the exception of a prior written consent between the “User” and PT ABP. Baliprint may amend certain articles regulated under the General Terms and Conditions and it is the responsibility of the User to read the provided information here by Bali Print. Any amendment starts as soon as the page is updated online with the updated date written at the bottom on this page as the commencement date and applies to future purchases only and not anterior to the stated date. Therefore, each purchase on the Website is regulated by the General Terms and Conditions applied on the date of the purchase. By validating your command on the Website, you agree without any reserve the articles after reading them and by browsing the Website, the User needs to respect those written conditions. Therefore, those conditions are applied on the Website at the exception of any other condition, notably for the sales in galleries’ representatives (hereafter designated the “Galleries”) and interior designers’ representatives (hereafter designated the “Designers”).

## ARTICLE 2 - BROWSING THE WEBSITE

In order to navigate the website, the User must be 18 years old and must be juridically capable of using the Website under the current General Terms and Conditions of Bali Print. The User also guarantees the information provided on the Website are true and accurate. Bali Print has also the right to cancel or turn down a client if any litigation or past infringement related to payments have been done. The Website is available in English by default, Indonesian and French and you can change the language in the homepage. The Website uses also 5 different currencies, by default the Indonesian Rupiah (IDR), the US dollar (USD), the Euro dollar (EUR), the Singapore dollar (SGD), the Australian dollar (AUD) and the Thai Baht (THB).

### 1. The product

The products displayed and sold on the Website are art photographs and come in several formats and different finishing and mountains as follow:

#### • *Print with mailing tube only*

The print only comes in either as canvas thin, canvas thick or paper (matt, semi-gloss, gloss options) with a mailing tube and delivered to your address. The framing must be done at a later stage by the User.

#### • *Print with passe-partout only*

The print comes in with the passe-partout only. It is the cardboard where the print is placed and it comes in three different shades: white, cream and black. The recommended tint is usually the cream, but black mount can be nice on Black and White prints.

#### • *Print with frame*

The print comes with the frame, with several options available to the User. The User can select the color of the passepartout (cardboard) for the traditional and rustic wood framing option or simply the

acrylic mount. The wood frame comes in as Black plywood or the better teak wood in cream, natural brown and black, while the acrylic mount comes with aluminum case or with screws.

The prices indicated on the Website includes the local VAT tax in Indonesia, but excludes the import tax of the delivery address if any. The product in tube will be declared as document paper or stationary and usually doesn't bear any import duty. Bali Print reserves the right to modify its prices at all time. The artworks ordered will be billed on the basis of the price list in vigor on the Website at the moment of the registration of orders and they remain the property of Bali Print until the payment is duly completed at the final indicated price.

## **2. Placing an order**

To place an order, the User should at the minimum pass through those steps:

- Consultation of the information page presenting the photograph. On this screen the User can choose the format and the support available for this photograph. The User must click on « Add to shopping cart» in order to add this article to the shopping cart.
- Screen « Shopping cart» the User has the possibility to delete an article or to modify the quantities ordered.
- Screens of identification or of the creation of a client account
- Screen of the shipping calculation. On this screen the User must provide the country of delivery to calculate the shipping cost via EMS postal service.
- Screen of the billing details. The User must fill in Billing details form for the final order. Shipping to a different address is optional.
- Screen of review and choice of payment. This screen allows the User to choose the mode of payment and to verify the different elements constituting the order (articles, quantity, mode of delivery, total price). The user must insure that all these elements are in conformity with the order. Because of the links on this screen, the User has the possibility to modify the order.
- The User must accept the "General Terms and Conditions" by checking the box in order to pass to the payment step. The document is available to read and download under the "General Terms and Conditions" link situated at the bottom of the navigation page.
- The user pays for the order by the preferred method of payment.
- The contract is concluded upon the confirmation of the payment by the bank.
- The Website sends you a confirmation of the order by email in the minutes that follow.

## **3. Methods of payment**

Several modes of payment are offered to you to pay for your order on the Website:

- Bank Transfer
- Paypal
- Credit Card, Visa and Mastercard.

## **4. SSL and payment security**

The bank information of the User is encrypted by the SSL technology (Secure Socket Layer). It does not circulate freely on the Internet and cannot be intercepted.

Your bank information (number of card, expiration date....) is not communicated to Bali Print. For the payments by credit card, the transaction is effected by Maybank Indonesia.

## 5. EMS delivery and tracking number

After the order is placed, the artwork will be produced based on the User's requirements and sent to you delivery address by EMS (Express Mail Service). The EMS is an international express postal service offered by postal-administration members of the Universal Postal Union (UPU). These administrators created the EMS Cooperative in 1998 within the framework of the UPU to promote the harmonization and development of postal services worldwide. A tracking number will be provided to the User's registered email address with the approximation of the delivery time.

## 6. Shipping cost

The shipping cost for delivery outside Bali are not included in the final price. It will be calculated on the shopping cart after processing the final order.

## 7. Import fees

There is no import fees within Indonesia as Bali Print is based in Bali, Indonesia. All international shipments in mailing tubes will be declared as "document" and will not be taxed at the port of entry of the country of destination.

However, for heavy shipping including prints with frame, the recipient of the shipment is the importer of record in the destination country and is responsible for all Import Fees. The customs duties or other local taxes of importation or taxes of the country are susceptible to be demanded.

The following table shows an approximation of the Import Duty for wood and acrylic frame based per continent:

	<b>PRINT IN TUBE</b>	<b>PRINT WITH WOOD FRAME</b>	<b>PRINT WITH ACRYLIC FRAME</b>
<b>INDONESIA</b>	0%	0%	0%
<b>SINGAPORE</b>	0%	0% ASEAN (HTS 44140000) 7% GST	0% (HTS 39201011) 7% GST
<b>THAILAND</b>	0% (or 7% GST)	0% ASEAN (HTS 44140000) 7% GST	0% (HTS 39205111) 7% GST
<b>HONG KONG</b>	0%	0%	0%
<b>THE EUROPEAN UNION</b>	0% (or 20% VAT)	0% (HS ref. 4409101100)	6.5% (HS 39061000)
<b>USA</b>	0%	3.4% (HTS ref. 39249020)	6.5% (HTS 39205150)
<b>CANADA</b>	0%	6% (HTS ref. 44140000)	6.5% (HTS 39249091)
<b>AUSTRALIA</b>	0%	5% (HTS ref. 44140000)	5% (HTS 39232100)
<b>NEW ZEALAND</b>	0%	5% (HTS ref. 44140000)	5% (HTS 39232115)
<b>NEW CALEDONIA</b>	0% (or local VAT)	0% (HS ref. 4409101100)	6.5% (HS 39061000)

*HTS: Harmonized Tariff Schedule HS: Harmonized System*

For further inquiry, please contact us with your home country destination.

These duties and sums do not result from the jurisdiction of Bali Print. They will be at the User's charge and result in your entire responsibility as much in terms of declarations as in the payments to the authorities and the competent organizations of your country. We advise you to inform yourself about this according to your local authorities.

## **7. Right to return on exchange**

In the case that the works received do not conform to the order, the User disposes of a right to return after 14 days of the date of delivery. In this case, please contact our customer service which will indicate the return address and the procedures of return. Bali Print will effect the exchange of the damaged article, within the limitation that the stock is available. In the case of the exercise of the right to return, and only in this case, the shipping fees of the return and of the new shipment will be assumed by Bali Print.

## **8. Special order on request**

For large quantity orders involving wood and acrylic frames, kindly contact us by clicking on the Contact button and fill in the form provided. Bali Print will be pleased to provide a quotation based on your specific requirements.

## **9. Customer services and claims**

For any information or question, the User can contact our customer service by email. Bali Print will be very happy to give all the information that you wish about our works and your order.

## **ARTICLE 3 - FORCE MAJEURE**

Bali Print will not be held responsible or considered as having committed misfeasance in the processing of your file, if any delay or inexecution result from a case of force majeure such as natural disaster or air crash in the delivery of your good. Upon delivery of the final product(s), Bali Print can not be held responsible for any natural disaster including earthquake, flood, rain and fire that damages permanently the products purchased previously by the customer.

## **ARTICLE 4 - PERSONAL INFORMATION PROTECTION**

Bali Print informs the User of its commitment to comply with the confidentiality, integrity and security of the data that the User communicates to us through use of the Website. Any data of a personal nature identifying the User directly, notably your surname, first name, postal address, email address, telephone number, or indirectly including the computer records left by your navigation on the Website will be considered confidential data and treated as such, subject to the evolution of the legal framework as to the qualification of data of a personal nature.

### **1. Purpose of the personal data**

By using Bali Print and our services, the User communicates to us information or data, some of which are of a nature to directly or indirectly identify the User. The data collected is supplied voluntarily by the User wishing to access or use our service requiring such processing, from the digital traces left by their navigation on the Website or from the transmission by one of the partners to the other partner of the data thus collected.

This data may be used for the purposes of managing operations performed on the Website and commercial actions by Bali Print.

This data is also used:

- For the creation and management of the User account;
- For the provision of Bali Print services;
- For follow-ups with the User;
- To communicate requests for information emitted by the User to the freight carriers;

The User's personal data collected by Bali Print may be their:

- First and last names
- Email address
- Telephone number
- Postal address
- Internet Protocol (IP) address
- Username and password
- A copy of the exchanges between Bali Print and the User
- Information related to the User's navigation and activity
- Information related to the User's geolocation

## **2. Monitoring tools and applications**

Bali Print uses the following tools:

- Facebook Analytics tool for traffic analysis and actions undertaken on the Website;
- Google Analytics tool for sending out targeted emails;
- Mail Chimp tool for customized newsletter;
- Woo Commerce tool to manage orders;
- Paypal tool for managing payments;
- Maybank tool for managing Visa, MasterCard and bank transfer payments;

The User accepts that these to be used and/or communicated according to the terms and conditions herein specified.

## **3. Advertising, emails and newsletter**

With your consent and when required, Bali Print may use the data that the User provides for the purposes of commercial prospection, such as addressing newsletters to you, sending invitations to our events or any other communication likely to be of interest, and present targeted advertising on social networks or third-party websites. Concerning promotional emails or newsletters: the User may withdraw at any time his/her consent to receive these by clicking on the Unsubscribe link provided in each of our mailings or by contacting us by email. As for targeted advertising on social networks such as Facebook, LinkedIn, Instagram etc. the User may oppose this processing at any time by configuring the parameters relative to the advertising of your account. Personal data is deleted or archived five years after the User last used Bali Print services. This data may also be conserved for an additional 10-year period in the archival database, with restricted access and in order to respect the legal and statutory obligations incumbent to Bali Print.

Bali Print is also likely to share information notably personal data with Bali Print's freight carrier partners within the framework herein provided.

Bali Print only shares your data with the third parties mentioned in the present section in the following cases:

- When Bali Print calls on a service provider within the framework of the performance of any agreement signed between the User and the Website or in order to provide or improve our services;
- When Bali Print has the legal obligation to do so or if Bali Print believes in good faith that it is necessary to respond to any claim made against it, comply with any legal request, or in order to guarantee the rights, assets, and security of Bali Print, its members and, broadly, any third party.

In the event that Bali Print sells or acquires a company or its assets, in which case it reserves the right to share the User's personal data with the potential vendor or purchaser of said company or assets. Pursuant to the applicable legislation and with the User's consent as required, Bali Print may aggregate personal data that Bali Print has received, notably all or part of your personal data and the information collected previously. This aggregate data shall only be used for the outcomes described above.

#### **4. Data transfer**

As a general rule, Bali Print conserves personal data within the United States of America. Nevertheless, some of our Service Providers are located in "Third Countries", Bali Print transfers certain personal data to them. They may notably be transferred to those Third Countries for which the United States of America has not ruled on "adequate protection". In this event, Bali Print shall ensure that this transfer is performed in compliance with the relevant regulations and guarantees a sufficient level of protection for the private life and fundamental rights of the persons concerned.

#### **5. Rights of the User**

The User enjoys the following rights:

- the right of access: the right to receive a copy of your personal data held by us;
- the right to erase your personal data held by Bali Print, except when the law imposes the preservation of said data or when Bali Print has legitimate grounds to do so;
- the right to modify personal data held by Bali Print that concern the User that are erroneous or obsolete;
- the right at any time to oppose, for reasons due to your particular situation, the processing of your personal data for the purposes of direct marketing, except where legitimate and compelling grounds apply for the processing that prevail over the interests, rights, and freedoms of the person concerned, or for the observation, exercise or defense of those rights before the courts;
- the right to limit the processing of your personal data in the following cases:
  - if the User exercises the right of rectification, the limitation of processing may be requested any time within the period allowing Bali Print to verify their accuracy;
  - if the User exercises the right of opposition, during the verification period concerning the aspect of knowing whether the legitimate grounds that Bali Print is pursuing prevail over yours;
  - should illegal processing of your personal data be undertaken, the User may require a limitation of that use rather than deletion;
  - for personal data for the purposes of processing having to be deleted, but that are still required for the observation, exercise, or defense of rights before the courts;
- the right to transfer the personal data that you provided to Bali Print or that were generated by the User's activity. These must be communicated in a structured format, routinely used and readable by the device.
- Finally, the User has the right to define directives relative to the fate of your personal data after your death.

The User may exercise these rights by contacting Bali Print at this address: [contact@baliprint.net](mailto:contact@baliprint.net) by attaching proof of identity and by mentioning their first names, surname, and email address.

## **ARTICLE 5 - RESPONSIBILITY AND ASSURANCE**

Bali Print does the best to ensure the precision of the information provided on the Website, of which it reserves the right to amend at any time without any notice. In consequence, Bali Print declines any responsibility regarding bugs on the website, omission of information available on the website, and all damages related to fraudulent intrusion by a third party that willingly modifies the information put on the Website. The Website contains links to other site and is not responsible for problems that may occur to access them.

Bali Print will not be held responsible for any sort of damages coming from the utilization of the Website and in any case for software programs dysfunctions. Bali Print is committed to respect all legal guarantees written in the General Terms and Conditions and will not be held responsible for the violation of the legislation in the country of delivery. The User is invited to research in their home country the proper information regarding it.

## **ARTICLE 6 - INTELLECTUAL PROPERTY RIGHT**

### **1. Rights concerning the copyright ownership**

The artist photographers represented by Bali Print remain the sole bearer of the copyright of their work, as defined by the International Copyright treaty under the Berne Convention for the Protection of Literary and Artistic work. No part of the work appearing on the Website nor the final print of the author's work is allowed to be reproduced, stored, screenshot, stored by any means without the prior co-written consent of Bali Print and the artist.

### **2. Intellectual property right of the Website**

All the design elements on the Website, the texts, videos, logos, screensavers, background, logo, software programs, photographs, are protected by the Intellectual Property Right and belongs to Bali Print and any reproduction, representation, usage, modification, translation and commercialization either partial or integral by whatever procedure or medium (paper, digital, screenshot, photocopy etc.) are not allowed without the prior written consent of Bali Print. Any infringement in the copyrights of Bali Print and the represented artist photographer's authorship will lead to prosecution without warning.

*Updated June 14th 2020*