

General Terms and Conditions

Article 1 - General provisions

Any order placed implies the unconditional acceptance of these terms and conditions by the Customer. No special conditions shall prevail over the general terms and conditions of sale, barring formal and written derogation appearing on the order form which shall then be firm and definitive.

The performance of any service by the Service Provider implies acceptance of these general terms and conditions on the part of the Customer and waiver of its own general terms and conditions of purchase. Therefore, in the absence of express acceptance, any condition to the contrary will be unenforceable against the Service Provider.

The fact that the Service Provider does not invoke one of these terms and conditions of sale at any time cannot be interpreted as waiving the right to invoke any of said terms and conditions at a later date.

Article 2 - Acceptance and confirmation of the order

The Customer shall allow the Service Provider to evaluate the level of difficulty of the text to be translated.

Any telephone order accepted by the Service Provider must be confirmed in writing by the Service Provider. Such written confirmation shall state the agreed price and delivery time. The Customer shall return confirmation of the order to the Service Provider within 24 hours.

Article 3 - Down payments

Any order for an amount excluding taxes exceeding 1,000 euros may be subject to payment of a down payment equal to 25% of the order amount. Performance of the services will begin only after receipt of the down payment.

Article 4 - Surcharges

A surcharge may be applied in case of urgent, evening, weekend or night work or when the work requires special terminological research. In this case, the Service Provider will explicitly mention the surcharge in the order confirmation sent to the Customer.

Article 5 - Responsibilities

a) Responsibility of the Service Provider

The responsibility of the Service Provider shall not be engaged in the event of a delay in the performance of the work following an illness, accident, temporary incapacity or a case of force majeure in general. However, the Service Provider must inform the Customer within a reasonable period of time.

Likewise, the responsibility of the Service Provider shall not be engaged when the above delay is due to a delay in delivery by third parties or damage to the source text and/or translation.

The Service Provider is responsible for the quality of the translation performed, provided that it is used in its complete form and without modification.

The Service Provider declines all responsibility for defects of the text sent by the Customer and the Customer shall be solely responsible for verifying the technical coherence of the final text.

b) Responsibility of the Customer

The Customer shall communicate to the Service Provider, before or during execution of the contract, any information necessary for the proper performance of the services requested.

Article 6 - Cancellation of the order

In case of unilateral cancellation of the order by the Customer, it shall owe compensation, the amount of which shall be proportional to the work already done, including preliminary terminological research. In addition, the Service Provider shall be entitled to demand compensation for termination of the contract equal to 20% of the order amount.

Article 7 - Complaints

Subject to nullity, any complaint must be sent by registered letter within eight days from the date of delivery of the translation.

Complaints or disputes relating to the nonconformity of the translation formulated within the contractual period must be justified in detail. The unjustified refusal of a translation shall not constitute a reason for non-payment of the invoice.

In case of persistent disputes concerning the quality of the translation after consideration of the complaint by the Service Provider, the disputes shall be sovereignly decided by the Arbitration Committee of the Belgian Chamber of Translators and Interpreters when one of the parties involved is a member of that association. The Arbitration Committee rules exclusively on the conformity of the translation with the source text.

Article 8 - Terms of payment

Unless otherwise agreed in writing, all invoices shall be payable, net and without discount, within 30 calendar days following the invoice date.

In case of total or partial non-payment of the amount due on the due date, the amount remaining due shall be rightfully increased without notice by interest at an annual rate of 10% and a fixed and irreducible compensation of 10% of invoice amount, with a minimum of 30 euros, for damages.

Any invoice not contested by registered letter within eight calendar days shall be deemed accepted by the Customer. Any such dispute shall not release the Customer from its payment obligations.

Article 9 - Confidentiality

The Service Provider undertakes to respect the confidentiality of the information provided to it, before, during or after the performance of the service.

The responsibility of the Service Provider cannot be engaged in connection with an interception or diversion of the information during the transfer of data, particularly via the Internet.

Article 10 - Intellectual property

The Customer must ensure that it has the right to submit a document for translation. It must therefore be the author of the original document or have obtained prior written permission for translation from the copyright holder of the document.

Otherwise, the Service Provider shall in no way be held liable if all or part of the documents supplied by the Customer were to infringe upon the intellectual property rights or any other rights of a third party or any applicable regulations. In such cases, the Customer alone shall be liable for the possible damages and any financial consequences that may result from its negligence alone.

Furthermore, the Customer acknowledges that the translation obtained through the Service Provider is a new document, the copyrights to which are co-held by the author of the original document and the Service Provider. As a result, the Service Provider reserves the right to require that its name be mentioned on any copy or publication of its service.

Article 11 - Competent jurisdiction

In case of disputes, the applicable law shall be Belgian law, and only the courts of the judicial district of Brussels in French shall be competent.