

## General terms & conditions

In these general terms & conditions, *Colingua Translations*' translators will be referred to hereinafter as follows: the Translator.

1. The **Translator's general terms and conditions** have precedence over those of the order maker. The order maker waives the right to enforce its own terms and conditions, unless expressly agreed otherwise.

### 2. Terms of delivery

The delivery deadline agreed in writing with the order maker shall take effect from the moment the **Translator** confirms the firm order for the translation and its feasibility within the deadline stipulated in the quote.

### 3. Responsibility

The **Translator shall not be held liable** for a delay in performance of work subsequent to illness (of an in-house or sub-contracted translator), an accident, temporary disability or circumstances beyond his or her control (in particular power cuts, internet outages, etc.) affecting the Translator or one of its sub-contractors. However, the Translator is duty bound to notify the order maker thereof within a reasonable period of time.

Similarly, the Translator cannot be held liable for a delay when such a delay is due to late delivery by third parties (postal services, post office, graphic designers, delay in delivery by the customer, etc.) or due to damage of the source text and/or the translation during transport or dispatch by electronic mail (for example, a corrupted file).

The Translator shall not be held liable for the loss or alteration of the source text or translation by third parties (in particular, the post office, postal services or electronic mail services).

The Translator disclaims responsibility with regard to the defects or errors contained in the original text to be translated sent by the order maker.

The Translator shall be responsible for the quality of the translation, insofar as it is used in its entirety and without modification

The order maker shall send to the Translator, before or during execution of the contract, all information necessary for the due performance of the services requested. Any modification to the original text during performance of the translation shall give rise to a supplementary cost based on the volume in text or hours of work.

### 4. Complaints: deadline and justification

Under penalty of invalidity, all complaints must be made by registered mail within the eight calendar days following the date on which the translation is delivered. Any invoice or fee note that is not contested within 8 days is deemed to be accepted. A complaint shall not suspend the term of payment. Complaints or objections concerning the non-compliance of the translation made within the contractual deadline must be accompanied by a detailed justification with references to dictionaries, glossaries or equivalent texts written by native speakers (the customer should be aware that a given word may have several translations and shall inform the Translator of his or her choice of the terminology which he or she wishes the Translator to observe). An unjustified refusal of a translation shall not represent grounds for non-payment of the invoice.

### 5. Cancellation of the translation order

In the case where the order maker unilaterally cancels the translation order, he or she shall pay compensation to the Translator, the amount of which is proportional to the work already carried out, including prior terminological research. Calculation of this compensation shall be based on the price included in the quote. Furthermore, if less than 50% of the work has been performed by the Translator at the moment the order is cancelled, the Translator has the right to demand compensation for breach of contract equal to 50% of the invoiced amount.

### 6. Capacity of the order maker

The order maker is deemed to be acting in the capacity of author of the text to be translated and explicitly authorises the translation thereof, in compliance with article 12 of the Belgian law on copyright dated 22nd March 1986.

### 7. Translation and copyright

In the case of a literature translation (i.e. for publication), unless otherwise agreed, the Translator holds the copyright relating to the translated text and shall receive the payment of such royalties. The name and/or web site of the Translator shall also be mentioned at the beginning or end of the translated and published work.

### 8. Acceptance and confirmation of the translation order

The order maker shall make it possible for the Translator to assess the level of difficulty of the text to be translated.

Any order made by telephone and accepted by the Translator is automatically deemed to be confirmed by the customer who in so doing automatically accepts the Translator's general terms and conditions. It is nonetheless recommended that the customer confirms the order by e-mail.

### 9. Rate structure

The price is mentioned on the quote. If the volume to be translated is not determined, the total amount of the invoice shall be calculated on the basis of the price mentioned on the quote. A surcharge may be applied in case of urgent, evening, night or weekend work or if the original text proves to be more technical than announced by the customer and requires more terminological research or more time.

### 10. Payment

The Translator's invoice shall be paid by bank transfer within a period of 30 days with effect from the date of invoicing or on the due date indicated on the invoice, if applicable. All invoices shall be revised upwards by a 15% penalty in the case of late payment. This increase shall remain applicable in the case where an extension to the payment deadline is granted.

### 11. Competent court

Any dispute linked to this contract shall be dealt with by the competent court for the Translator's place of residence.

These general terms and conditions are governed by Belgian law, over and above any other. The Belgian Chamber of Translators and Interpreters may play the role of ombudsman if the two parties wish to avoid legal action before the courts.

### 12. Confidentiality

The Translator is bound to observe professional secrecy. This implies not disclosing the content of the source text and the translation itself.

The Translator shall refrain from taking advantage of translations of non-public documents. The Translator is however authorised to mention in its commercial material, in particular on its web site and the social networks, that it works for the order maker.