



GENERAL TERMS AND CONDITIONS OF SERVICE

Last updated on 24 February 2023

Article 1 - General provisions

1.1. These general terms and conditions define, without prejudice to the application of any special terms and conditions expressly agreed between the parties, the respective obligations of the contracting parties in relation to the provision of translation, revision and proofreading services by Verdictéo, referred to after this as “the Service Provider”, in return for payment.

1.2. These general terms and conditions set aside and replace all other general terms and conditions or agreements, whether oral or written, concluded after or before these general terms and conditions.

Any deviation from these general terms and conditions must be agreed upon by both parties and be express, explicit, written and strictly interpreted. These general terms and conditions take precedence over the Client's general terms and conditions, even if the Client specifies that they alone are valid. The supremacy and exclusivity of these general terms and conditions are an essential part of the contract. The contract cannot be concluded without them unless the parties have expressly agreed otherwise in writing. If any provision of these terms and conditions shall be deemed invalid, the parties expressly agree that the remaining provisions of the agreement shall remain in full force.

1.3. If the party contracting with Verdictéo, i.e. the Client, assumes the status of a consumer and benefits from this service for private and non-professional purposes only and is not self-employed (as a natural person or legal entity), it is expressly agreed that these general terms and conditions are equally applicable to Verdictéo and the Client.

In any case, all contracts or purchase orders are deemed to have been concluded at Verdictéo's offices unless otherwise expressly agreed upon by both parties.

1.4. These general terms and conditions were drafted in French. If they are translated into one or more languages, only the French text shall prevail in the event of a dispute.

Art. 2 – Price

2.1. Prices are provided in euros and exclude VAT. Any increase in VAT or any new tax imposed between the purchase order and delivery will be charged to the buyer.

2.2. The prices of the services provided by the Service Provider differ according to the nature of the service. Thus, translation services are invoiced based on a unit price per source or target word, per source or target line, per source or target page or a fixed price per project. Revision and proofreading services are invoiced based on an hourly rate after estimating the hours required to perform the work requested by the Client.

2.3. The basic prices may be increased according to the format of the documents, the texts' specificity and the urgency of the deadline. In addition, the Client shall bear the costs incurred for the performance of the service (including travel, sending via registered post, etc.).

In addition, for services performed on weekdays between 8 p.m. and 8 a.m. and from Friday 8 p.m. to Monday 8 a.m. or on a public holiday, the Service Provider reserves the right to charge an additional 50% to 100% per word, line or hour.

2.4. All orders exceeding 1,000 euros, excluding VAT, may be subject to a deposit, the percentage of which will be specified in the quotation. In this case, the services will only be provided after receiving such a deposit.

2.5. It is expressly agreed that the Client may not withhold, from the sums due to Verdictéo, any sums which they consider themselves to be a creditor by way of guarantee or compensation.

Art. 3 – Delivery

3.1. Delivery and performance deadlines are provided as an indication only. Consequently, exceeding an agreed deadline may under no circumstances be invoked to refuse payment of the invoice or to obtain a price reduction or an extension of the payment deadline and shall not give rise to any compensation or damages for the Client.

3.2. Subject to the Service Provider receiving all the documents to be translated or revised, the delivery time stated in the quotation shall only apply if the Client confirms the order in accordance with the terms and conditions

set out in Article 5.3. within two (2) working days of receiving the quotation. After this period, the delivery date may be revised according to the Service Provider's workload.

3.3. As far as delivery is concerned, the work is delivered by email in Word and PDF format. On request, it can be delivered by post. Any other means of delivery or formatting must be expressly agreed between the parties when the quotation is drawn up and may be subject to an additional charge.

Art. 4– Payment

4.1. Full or partial payment of the amount invoiced shall constitute acceptance of the invoice.

4.2. Any failure to pay an invoice on the due date shall automatically and without prior notice incur interest at a rate of 1% per month (each month which has already begun is due in full) from the invoice's due date.

4.3. At the same time, the amount of the invoice shall be increased by 15%, with a minimum of €50.00, by way of fixed and non-reducible contractual compensation, by operation of law and without prior notice of default, without the possible application of Article 1244 of the Belgian Civil Code preventing this provision. The debtor will also be charged a lump sum of €75.00 to reimburse the costs of the summons by the bailiff.

4.4. It is also expressly agreed that the Client shall bear the entire administrative costs incurred as a result of payment by cheque if the Client chooses this payment method, up to a maximum amount of €250.00.

4.5. If a repayment plan has been expressly and exceptionally granted to the Client, the full balance, plus interest and the lump sum compensation, shall automatically and by operation of law become due and payable in the event of non-compliance with one of the due dates.

Art. 5 – How to place an order

5.1. Services must be confirmed in writing by sending a signed quotation by post or email. Telephone orders must be confirmed within twenty-four (24) hours via a written quotation (email). After this period, they will no longer be taken into account.

5.2. After each Client order, a quotation will be drawn up by the Service Provider based on the documents to be translated or the information provided by the Client. If a quotation is based on complex files (for example, a special layout, non-editable images, etc.), the Service Provider shall invoice the Client for the working hours required to carry out the analysis at an hourly rate. In all other cases, a quotation is free of charge.

5.3. For confirmation of the order to be binding, the Client must return the quotation to the Service Provider without any modification, either by post or by return email, providing their consent, i.e. a signed quotation which bears the words “agreed”. Without receipt of the quotation acceptance, the Service Provider reserves the right not to start providing their service.

5.4. If the Client fails to confirm the order in accordance with the terms and conditions outlined in Article 5.3. within two (2) working days (excluding Saturdays, Sundays and public holidays) from the date of issue of the quotation, the quotation shall be deemed to have lapsed.

Art. 6 – Client's representative

he natural person representing the Client company is fully liable to Verdictéo as a joint and several guarantor alongside the Client company in the event of non-payment of the service or other breaches of this contract.

Art. 7 – Rescission - Termination

7.1. In case of non-payment by the Client or the Client's non-compliance with their contractual obligations, Verdictéo reserves the right to terminate or suspend the provision of its services in whole or in part.

7.2. Similarly, if the Client unilaterally cancels an order which is in progress, the Client shall be liable to pay compensation to the Service Provider. The amount of this compensation shall correspond to the work already carried out, including prior terminological research, invoiced based on the prices charged by the Service Provider, as well as compensation representing 25% of the agreed price, subject to proof of greater loss.

7.3. In the event of a risk of a Client's insolvency [such as the Client's proven failure to pay, bankruptcy or insolvency (the sales contract is concluded in-tuitu personae), liquidation, provisional administration, etc.], it is expressly recognised that the Client is showing very serious signs of proven or anticipated default that justify the termination of the collaboration between the

Véronique Mercier
Traductrice
Allemand/Anglais → Français
+32 472 12 16 62
info@verdictéo.be
www.verdictéo.be

rue Justin Sauvenier, 26
B-4671 Barchon

IBAN : BE07 7320 4463 1266
BIC : CREGBEBB

TVA : BE 0567 846 413



parties, even if the contract has already been partially performed.

In these circumstances, Verdicteo reserves the right to require such guarantees as it deems appropriate from the Client to ensure the agreement's proper performance.

In any case, in case of risk of insolvency as mentioned above and even if Verdicteo has not requested a guarantee such as that allowed in the above paragraph, Verdicteo shall be entitled, by operation of law and without prior notice, to pursue the exception of anticipated failure to perform or full or partial early termination of the service agreement, at its earliest convenience.

The Service Provider is not obliged to pay any compensation to the Client.

Art. 8 – Personal data - Verdicteo as the data controller

8.1. As the data controller, Verdicteo agrees to process personal data in accordance with the European Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data.

8.2. Verdicteo processes the personal data provided by the Client for the following purposes:

- Client management (processing necessary for the performance of the contract);
- project management (processing necessary for the performance of the contract);
- dispute management (processing justified based on Verdicteo's legitimate interest); and
- direct marketing (processing justified based on Verdicteo's legitimate interest).

8.3. In all cases where the processing of personal data is necessary for the performance of the contract, Verdicteo will not be able to perform the contract with the Client if the Client fails to provide the required information.

8.4. The personal data concerned is kept for seven (7) years after the end of the contractual relationship with the Client.

8.5. Verdicteo may disclose personal data to the following recipients:

- subcontractors acting for Verdicteo (in particular, accountants).

8.6. Verdicteo only processes the personal data concerned in the European Economic Area.

8.7. In accordance with the Belgian Law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data and the General Data Protection Regulation (GDPR) of 27 April 2016, any user who has directly or indirectly provided personal information has the following rights with regard to their personal data:

- the right to information and access: you can request a copy of your personal information;
- the right to rectification: you can request the rectification of your personal information. This allows you to correct any inaccuracies and complete incomplete data;
- the right to erasure (“the right to be forgotten”): you can request that your personal data be completely erased from our databases;
- the right to restrict the processing of personal data: you can object to the use of your personal data;
- the right to data portability: you can obtain your personal data in an electronic, up-to-date and structured format; and
- the right to object: you can object to marketing practices, direct marketing and profiling practices.

8.8. To exercise these rights, within the limits of the legal conditions, please send a written and signed request to Véronique Mercier at Verdicteo, 26 rue Justin Sauvenier, 4671 Barchon, Belgium, specifying the postal or email address to which the reply should be sent. You may be asked to identify yourself before we can respond to the above requests.

8.9. If you have a complaint about the processing of your personal data, you can contact Verdicteo directly at info@verdicteo.be.

8.10. You always have the right to lodge a complaint with the Belgian Data Protection Authority by post at 35 rue de la Presse, 1000 Brussels or by email at contact@apd-gba.be.

Art. 9 – Confidentiality

9.1. All translations are subject to professional secrecy unless otherwise agreed in writing by the Client. The Service Provider agrees to respect the confidentiality of the information made available to them before, during and

after the performance of their services. The originals will be returned to the Client on request.

9.2. The Service Provider shall not be liable for any interception or misappropriation of information during data transfer, particularly via the internet. In this respect, it is the Client's responsibility to inform the Service Provider, before or at the time of the order, of the means of transfer that it wishes to see implemented in order to guarantee the confidentiality of any information of a sensitive nature.

As a result of the above, the Client waives the Service Provider's liability for any disclosure of information resulting from data exchange via the internet.

Art. 10 – Client's obligations

10.1. The Client agrees to provide the Service Provider with all texts for translation and all technical information required to understand the text and, where applicable, specific terminology at its own expense. If the Client fails to inform the Service Provider, the Service Provider shall not be liable for any potential non-compliance issues or for exceeding the deadlines.

10.2. If the text contains specific internal abbreviations, the Client will be asked to provide the meaning of these.

Art. 11 – Liability of the Service Provider

11.1. The Service Provider shall be responsible for the quality of the translation or revision carried out, provided that it is used in its entirety and without modification. In any event, the Service Provider's liability shall be limited to the amount of the invoice concerned.

11.2. In no case shall the Service Provider be liable for claims arising from differences in style or terminology. The Service Provider shall not be liable for any inconsistencies or ambiguities in the original text, and the Client shall be solely responsible for checking the technical consistency of the final text.

11.3. In any event, the Service Provider shall not be liable for any direct or indirect damage caused to the Client or third parties as a result of a delay in delivery due to cases of force majeure, nor for any delays in delivery by email or other means of postage.

11.4. The Service Provider shall only be liable in the event of fraud. In all other cases, the Service Provider's liability shall always be limited to the sums invoiced to or paid by the Client in respect of the service in question.

Art. 12 – Intellectual property

12.1. Before submitting a document for translation to the Service Provider, the Client must ensure that it has the right to do so. The Client must be the author of the original document or have obtained prior written permission for translation from the copyright holder of the document. The Client shall be deemed to act as the author of the text to be translated and shall explicitly authorise the translation in accordance with the Belgian Law of 19 April 2014 on the insertion of Book XI on 'Intellectual Property' into the Belgian Code of Economic Law and the specific provisions to Book XI in Books I, XV and XVII of the same Belgian Code.

12.2. Otherwise, the Service Provider shall not be liable in any way if any or part of the documents provided by the Client infringes the intellectual property rights or any other rights of a third party or any applicable regulations.

12.3. Unless otherwise expressly agreed in writing, the Service Provider retains the copyright to the translations and texts they create. These may not be reproduced in any form whatsoever, in whole or in part, by any means whatsoever, including electronically, without the prior express written consent of the Service Provider.

Art. 13 – Invalidity of a clause

The invalidity of any provision of these terms and conditions shall not affect the validity of the remaining provisions.

Art. 14 – Applicable law and competent court

The relationship between the parties, both in proceedings on the merits and in relation to proceedings for an interim measure, is governed solely by Belgian law, as the company has its registered office in Belgium.

The Belgian courts and tribunals in the district of Liège are the only ones competent to deal with any dispute on the merits and in relation to an interim measure.

The Client, whether an individual or a professional, expressly acknowledges this clause on the applicable law and competent court and agrees to it in full.