

1. General

These general terms and conditions apply to all legal relationships between Beuro Assist bvba and the Client, and supersede any terms and conditions referred to, offered or relied on by the Client, unless Beuro Assist bvba specifically approves the application of such terms in writing.

2. Quotations, Conclusion of contracts

2.1 Quotations and estimates issued by Beuro Assist bvba are free of obligation.

2.2 Beuro Assist bvba may revoke quoted prices or terms of delivery if it has not had the opportunity to view the entire text to be translated prior to issuing the quotation. The Client's oral or written acceptance of the quotation submitted by Beuro Assist bvba or, if no quotation was submitted, written confirmation by Beuro Assist bvba of an order placed by the Client shall constitute a contract.

2.3 Beuro Assist bvba may consider as a Client any person or entity that has placed an order with Beuro Assist bvba, unless said person or entity has explicitly stated that they are acting on behalf and at the expense of a third party, with whose name and address they shall provide Beuro Assist bvba on placing the order.

3. CHANGES TO OR CANCELLATION OF ORDERS

3.1 Any major changes made by the Client to an order after the contract has been concluded shall entitle Beuro Assist bvba to either modify the quoted price and/or term of delivery or refuse to execute the order after all.

3.2 Cancellation of an order by the Client shall entitle Beuro Assist bvba to claim payment of any translation work already performed for that order as well as compensation for hours spent on research for the remainder of the order. Beuro Assist bvba shall make the work performed available to the Client at the latter's request.

3.3 If Beuro Assist bvba has reserved time for the execution of the order, it may charge the Client 50% of the quoted price for the non-executed part of the work.

4. EXECUTION OF ORDERS, CONFIDENTIALITY

4.1 Beuro Assist bvba undertakes to carry out orders to the best of its ability, bringing to bear sufficient professional know-how to meet the purpose indicated by the Client.

4.2 Beuro Assist bvba shall keep any information provided by the Client strictly confidential and require its employees to do the same. However, Beuro Assist bvba shall not be liable for breaches of confidentiality by its employees if it can sufficiently demonstrate that it was unable to prevent the same.

4.3 Unless explicitly agreed otherwise, Beuro Assist bvba shall be entitled to hire others to execute the order (in full or in part), without prejudice to the its responsibility for the confidential treatment and proper execution of the same. Beuro Assist bvba shall require any third party involved in the execution of an order to keep confidential anything they may learn in the course of their duties.

4.4 The Client shall honour any request for information by Beuro Assist bvba about the content of the text to be translated as far as possible, as well as requests for documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the Client's expense and risk.

5. TERM AND DATE OF DELIVERY

5.1 Delivery dates are provisional, unless an explicit written agreement stipulates otherwise. Beuro Assist bvba shall notify the Client immediately if it perceives that it will be unable to meet an agreed delivery date.

5.2 If a fixed delivery date is specifically provided for in writing and Beuro Assist bvba fails to meet it for reasons other than matters beyond its control, and if the Client cannot reasonably be expected to brook any delay, the Client shall be entitled to cancel the contract. In such cases, however, Beuro Assist bvba shall not be liable to pay any damages whatsoever.

5.3 Delivery shall be deemed to have taken place the moment the text is sent by post, fax, telex, courier, modem, the Internet, etc.

5.4 Data sent by electronic mail shall be deemed to have been delivered as soon as the medium has confirmed sending the message.

6. PRICES AND PAYMENT

6.1 Prices are generally based on the current rate (per line, hour or per word), unless agreed otherwise. In addition, Beuro Assist bvba may charge the Client for any expenses incurred in the execution of the order.

6.2 All prices are exclusive of VAT.

6.3 Payment for services supplied under the contract is due 14 days after the invoice date (or within any other term fixed by Beuro Assist bvba in writing). Payment shall be net and in full - without any discount, set-off or suspension - in the currency invoiced. If payment is not made by the due date, the Client shall be in default - immediately and without notice of default being required - as well as owing the statutory interest on the invoice amount from the due date until full settlement.

6.4 In the event of failure to pay or late payment the invoice in question shall be increased by fixed damages of 15 per cent of the net invoice amount with a minimum of 250 Euro

7. COMPLAINTS AND DISPUTES

7.1 If the Client has any complaints about the service supplied by Beuro Assist bvba, it shall submit them in writing as soon as possible, yet never later than 10 working days after receiving the said product. Lodging a complaint shall not release the Client from its obligation to pay.

7.2 In the case of a valid complaint, Beuro Assist bvba shall be granted a reasonable period of time to improve or substitute the product. If Beuro Assist bvba cannot reasonably be expected to perform the required improvements or substitution, it may grant the Client a discount.

7.3 The Client's right to complain shall lapse if the Client has itself edited or has hired others to edit the part or parts of the product concerned in the complaint, regardless of whether it has subsequently supplied the product to a third party or not.

8. LIABILITY, INDEMNITY

8.1 Beuro Assist bvba shall exclusively be liable for damage directly and demonstrably deriving from shortcomings attributable to the same. Beuro Assist bvba shall under no circumstance be liable for other forms of damage, such as consequential damage, loss of profits or losses due to delays. The liability of Beuro Assist bvba shall never exceed the invoice amount of the product in question, exclusive of VAT.

8.2 Ambiguity of the text to be translated shall release Beuro Assist bvba from any liability whatsoever.

8.3 The decision whether the use of a text to be translated/edited or the translation/edited version thereof produced by Beuro Assist bvba entails any risk of injury or losses due to injury shall be entirely at the Client's expense and risk.

8.4 No liability whatsoever shall be incurred by Beuro Assist bvba in respect of damage to or loss of documents, data or data carriers provided by the Client to facilitate the contract's execution. Nor shall any liability be incurred by Beuro Assist bvba in respect of costs and/or damage incurred as a result of the use of information technology and telecommunications media, transport or dispatch of data or data carriers, or the presence of computer viruses in any files or data carriers supplied by Beuro Assist bvba.

8.5 The Client shall indemnify Beuro Assist bvba against any claims by third parties deriving from use of the product, barring any liability incurred by Beuro Assist bvba by virtue of this clause.

9. CANCELLATION

9.1 Any failure on the part of the Client to meet its obligations, as well as bankruptcy, a moratorium or liquidation in respect of the Client's company, shall entitle Beuro Assist bvba to either cancel the contract (in part or in full) or postpone its execution without any claim to damages on the part of the Client. In such cases, Beuro Assist bvba shall also be entitled to demand immediate payment.

9.2 If Beuro Assist bvba should prove unable to meet its obligations due to circumstances beyond its reasonable control, it shall be entitled to cancel the contract without being liable to pay damages. Such circumstances include, but are not limited to: fire, accidents, illness, strikes, riots, war, transport restrictions and delays, government measures, disruption of the services of Internet providers, and other instances of force majeure.

10. COPYRIGHT

10.1 Barring explicit, written agreement to the contrary, the copyright to any translations or other texts produced by Beuro Assist bvba shall rest with the same.

10.2 The Client shall indemnify Beuro Assist bvba against any and all claims by third parties in respect of alleged violation of property rights, patent rights, copyrights or other intellectual property rights relative to the execution of the contract.

11. LAW

11.1 The contract shall be deemed to have been made in Belgium and Belgian law shall be the proper law of the contract.

11.2 In the event of a dispute the courts of the legal district of Mechelen shall have sole competence.