**GENERAL CONDITIONS OF SALE**

**SRL PRO-IDIOMA TRADUCTION**

**LEGAL INFORMATION**

In compliance with articles III.74, III.76 and XIV.3 of the Economic Law Code, the following legal information regarding the form, structure, organisation and operation of PRO-IDIOMA TRADUCTION SRL is provided:

1. Name: PRO-IDIOMA TRADUCTION
2. Trade name: PRO-IDIOMA TRADUCTION
3. Legal form: Limited liability company (SRL)
4. Address: Marvie 81, 6600 BASTOGNE
5. E-mail address: info@proidiomatraduction.be
6. Company number: 0775505892.
7. Telephone number: +32 (0) 496 64 49 38
8. Characteristics of the service provided: PRO-IDIOMA TRADUCTION may provide any type of service in the field of translation and interpretation in any language, as well as the purchase, sale and production of any goods or services related to foreign languages, translation, interpretation, etc.

**ART.I - GENERAL PROVISIONS**

The present general conditions apply to all services provided by SRL PRO-IDIOMA TRADUCTION (hereinafter, "PRO-IDIOMA TRADUCTION" or "the Provider").

These terms and conditions supersede all other terms and conditions and/or agreements between the Service Provider and its customer, whether oral or written, entered into subsequent to or prior to the main contract between the Service Provider and its customer.

The primacy and exclusivity of the present general conditions is an essential element of the contract and the latter cannot be conceived without them, except in the case of express written derogation by the parties.

By signing these terms and conditions, or by accepting them, even tacitly (by proceeding to payment) an invoice or the payment of a deposit, the customer expressly acknowledges having read these terms and conditions and having accepted them in their entirety and without reservation. The present general conditions specify in particular the conditions of payment.

**ART.II - INFORMATION AND RIGHT OF WITHDRAWAL**

In the event of the conclusion of a distance contract, within the meaning of Article I.8, 13° of the Code of Economic Law, between PRO-IDIOMA TRADUCTION and the client, and only if the latter is a consumer, the client acknowledges having received, prior to the conclusion of the contract, from the Service Provider, all of the information set out in Articles VI.2 and VI.45 of the Code of Economic Law, as well as detailed confirmation of the contract concluded, as referred to in Article VI.46 § 7 of the Code of Economic Law.

If the contract is concluded at the company's headquarters or at the customer's home, the customer also has a period of withdrawal of 14 calendar days.

In addition, the consumer client is informed that PRO-IDIOMA TRADUCTION will only begin to perform the services requested by him/her after the expiry of the legal withdrawal period of 14 days from the date of the conclusion of the contract.

If the consumer client wishes PRO-IDIOMA TRADUCTION SRL to begin the execution of the services immediately, he/she must expressly request this and thereby acknowledge that he/she loses his/her right of withdrawal once the contract has been fully executed. If the client makes such a request and exercises his right of withdrawal within the legal time limit, but before the contract has been fully executed, PRO-IDIOMA TRADUCTION shall invoice the consumer client a pro rata amount for the services already carried out at the moment when he informs PRO-IDIOMA TRADUCTION of the exercise of his right of withdrawal.

**ART.III - OFFERS AND ORDERS**

Unless otherwise stipulated in the agreement between the Parties, the period of validity of any offer shall be one month from the receipt of the offer or purchase order.

Any order not preceded by a written offer from the Service Provider shall only be binding on the latter if it is accepted in writing by PRO-IDIOMA TRADUCTION before the start of the assignment.

**ART.IV - DEADLINES**

The delivery date specified in the contract shall be binding on the Contractor, provided that the Contractor has received all the information to be provided by the Client, i.e. texts, sources and information relevant to the performance of the assignment. If the Client fails to meet its obligations within a reasonable period of time, the delivery period shall be extended in accordance with the delay in receiving the data.

The Client may only invoke the non-observance of deadlines as grounds for rescission of the contract, claim damages or assert any other claims if the delivery deadline has been agreed as binding and irrevocable and the Client has fulfilled his obligations. The delay on the part of the Contractor shall also have been announced in advance.

The contract can be broken, by both parties, in case of force majeure. The Service Provider may request a reasonable delay if the nature of the service allows it. However, the Client remains responsible for all expenses incurred and services already provided, including in the event of cancellation.

Delay in the execution of the services will only give rise to the awarding of damages if it is indisputably demonstrated that it is due to gross negligence on the part of PRO-IDIOMA TRADUCTION

**ART.V - RATES**

PRO-IDIOMA TRADUCTION's prices are denominated in euros.

In general, and unless otherwise provided for in the agreement between the Parties, the rates will be negotiated between the Parties according to the project and its complexity.

For B2B customers, the rates will be negotiated before the relationship but can also be adapted afterwards, by mutual agreement.

In the event of an additional request to the initial estimate, the Service Provider will proceed with an additional invoice. The same applies if the information given by the Client at the time of the quotation was incorrect or incomplete and if this requires additional work (urgent work, work to be carried out at weekends, nights or public holidays).

PRO-IDIOMA TRADUCTION's conditions and rates may be modified at any time. The Service Provider will inform the client of this the month before the change in price. In this case, the client has the right to terminate the contract without delay.

**ART.VI - LATE PAYMENT**

All PRO-IDIOMA TRADUCTION's invoices are payable within thirty days of the end of the month of the issue of the invoice to the bank account indicated on the invoice.

Any failure to pay an invoice on the due date shall automatically and without prior notice incur interest at a rate of 10% per annum from the due date of the invoice.

At the same time, the amount of the invoice will be increased by 12%, with a minimum of fifty euros (€50.00), as a fixed and non-reducible conventional indemnity, by right and without prior notice.

Any complaint concerning an invoice must be addressed by the client to SRL PRO-IDIOMA TRADUCTION by registered mail within 8 days of its date. Failing this, the client is presumed to accept it.

**ART.VII - LIABILITY**

Any claim relating to a failure to perform the contract must be sent by registered mail with acknowledgement of receipt to the PRO-IDIOMA TRADUCTION head office within 15 calendar days following the end of the contractual services in dispute.

After this period, the customer's right of complaint is forfeited.

In all cases where the Client claims damage and intends to hold the Service Provider liable for it, the Client must take all necessary steps to limit and reduce the damage.

In the event of faulty performance by the Service Provider, the damages to which the client may be entitled shall be limited to the modification of the service within the limits of the contract. Any claims by the Customer shall not suspend the payment of the amounts due.

PRO-IDIOMA TRADUCTION will not be held responsible, under any circumstances, for loss of profit, commercial loss, loss of data or loss of earnings, or any other indirect or unforeseeable damage to individuals or professionals.

Claims for damages against SRL PRO-IDIOMA TRADUCTION may not exceed the (net) invoice amount, unless they are legally binding.

This restriction shall not apply in cases of gross negligence or wilful misconduct.

The liability of PRO-IDIOMA TRADUCTION SRL for consequential damages will be excluded in any case.

The responsibility of PRO-IDIOMA TRADUCTION SRL will not, in any case, exceed the amounts paid by its insurance.

PRO-IDIOMA TRADUCTION is insured by AXA Belgium for any professional faults it may commit.

Its liability is limited to EUR 1,000 per claim and EUR 3,000 per calendar year.

**ART.VIII - MUTUAL OBLIGATIONS OF THE PARTIES**

The Service Provider undertakes to make every effort to give full satisfaction to its Clients in the context of the mission entrusted to it.

The Client undertakes to provide the Service Provider with all information necessary for the proper performance of the assignment.

The translations will be carried out with precision, respecting the content, style and grammar of the original documents.

If the use of specific terminology is required, the customer must provide the terminology in the form of glossaries, illustrations, tables, abbreviations, etc. at the time of placing the order.

PRO-IDIOMA TRADUCTION SRL is authorized to use qualified third parties to execute the order. PRO-IDIOMA TRADUCTION is only responsible for the careful selection of the third party, but is obliged to transfer any complaints against the third party to the customer at the latter's request.

**ART.IX - DEFECTS/ CORRECTION/ GUARANTEE**

Any defects in the quality of the translation must be reported within 14 days of delivery of the translation. After this period, the translation will be considered approved. All defects reported by the client must be clearly indicated and described in writing.

The client shall allow SRL PRO-IDIOMA TRADUCTION sufficient time to remedy any errors. If the client refuses, the Service Provider is released from any liability. If the errors are corrected within the specified time period, the client shall not be entitled to a price reduction.

A warranty claim does not entitle the customer to delay payment.

In the case of translations published for both commercial and private purposes (websites, etc.), liability for defects shall only apply if the customer has explicitly declared his intention to publish in writing and the text intended for publication has been submitted to PRO-IDIOMA TRADUCTION SRL for analysis.

Stylistic improvements (synonyms, etc.) and adaptations of specific terminology (e.g. industry-specific terms) are not considered translation errors.

PRO-IDIOMA TRADUCTION SRL is not responsible for any specific abbreviations not specified by the client.

The Service Provider shall not be responsible for the spelling of names and addresses in documents written in an alphabet other than the Roman alphabet and not typed if an original has been submitted in the Roman alphabet.

**ART.X - COPYRIGHT**

PRO-IDIOMA TRADUCTION SRL retains the rights to the translation and its associated glossaries or terminology lists.

The Client shall fully indemnify the Service Provider or a third party appointed by the Service Provider in the event of a claim for copyright infringement in respect of a translation provided, including the costs of any legal action.

**ART.XI - CONFIDENTIALITY/DATA PROTECTION**

Both parties shall take all necessary measures vis-à-vis their personnel to ensure, under their responsibility, the secrecy and confidentiality of all documents and information.

The clauses of the contracts and their appendices, intervening between the Service Provider and the client, are considered confidential and, as such, they may not be published or communicated to unauthorized third parties.

The Service Provider undertakes not to divulge any information of a confidential nature which may have been communicated to it by the Client prior to or during the performance of the services provided for in the contract.

The client shall refrain from communicating to third parties any confidential information whatsoever and more generally on the working methods and know-how of PRO-IDIOMA TRADUCTION.

The customer, in order to have the services ordered from the Provider, freely communicates to the Provider the necessary and minimal data for the treatment of the request he formulates to the Provider (identity, telephone number, address, e-mail address, necessary measures, etc.). The Customer therefore expressly acknowledges that the processing of his data is based on his consent to the processing of his personal data and is necessary for the performance of the contract concluded directly between him and the Provider.

In this respect, the Provider's Privacy Statement, to which the customer agrees by signing these general terms and conditions, lists the categories of data processed by the Provider, the purposes for which they are used, and the manner in which personal data is processed. In addition, it explains how the customer can exercise his or her rights with respect to his or her personal data. The Privacy Statement can also be obtained by telephone (+32 (0)496 64 49 38) or by e-mail (info@proidiomatraduction.be).

The Service Provider shall make it clear that the customer's data is confidential and will only be used for the purpose of executing the contract and its consequences. The customer has access to the personal data processed by the Service Provider for the purpose, in particular, of correcting erroneous data. He also has the right to ensure the deletion of data whose processing and storage would be prohibited by law. Finally, he has the right to prohibit the use of personal data concerning him which, in view of the processing, are considered incomplete or irrelevant and to object to the processing of personal data concerning him and envisaged for direct marketing purposes.

The customer declares that all information provided by him/her is correct and accurate.

**ART. XIII - NULLITY OF A CLAUSE OF THESE CONDITIONS**

The invalidity of any clause of these terms and conditions shall not affect the validity of the remaining clauses.

The parties undertake, in such a case, to negotiate in good faith the conclusion of a new clause which will pursue the same objective as the null and void clause and will have, as far as possible, equivalent effects, in order to restore the contractual balance.

**ART. XIV - WAIVER**

Any waiver of any right under these terms and conditions must be expressly stated in writing by the waiving party.

In particular, neither party shall be entitled to rely on any implied or oral waiver by the other party of any right under these terms and conditions.

**ART.XV - APPLICABLE LAW AND COMPETENT COURTS**

The relationship between the parties is governed by Belgian law.

The courts ofthe judicial district of Liège - Neufchâteau Division are competent to hear any dispute.

The French version of these conditions is the only contractual version.