

General conditions

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1. General

The services of PassaParola are exclusively governed by the general conditions of PassaParola. The general conditions of the client, or other general conditions in orders or other, do not apply, unless there is an explicit and written agreement between both parties.

2. Order

The services are ordered in writing by sending a signed offer or a signed assignment by post, by fax or by e-mail. Orders by telephone have to be confirmed in writing within 24 hours, if the following day is a working day. For a lack of this written confirmation the order will be considered as not placed. By ordering, the client accepts the general conditions and fees of PassaParola.

3. Translations

The material needed for the translation work is delivered to PassaParola by the client at his expense. In every translation the words, expressions and spelling of recognised dictionaries are considered to be correct by PassaParola. However, the client can communicate his preference for a certain spelling or a specific choice of words to PassaParola. Before and during the execution of the agreement, the client will provide PassaParola all the information needed to deliver the requested output. If the text contains specific internal abbreviations, the client is asked to communicate their significance.

4. Writing of texts

The client always pays for the text, according to the number of signs he ordered, even if he publishes less. If the client insists on regularly working at his office, PassaParola can claim an expense allowance for her transportation. For every text, the words, expressions and spelling of recognised dictionaries are considered to be correct by PassaParola. The client can beforehand communicate his preference for a certain style, spelling or a precise choice of words. Before the assignment we determine with the client what precisely is being asked: the length of the text, the document type, lay-out, etc.

5. Copyright

Translations and texts are protected works and can not be reproduced or otherwise used without respecting the copyright of PassaParola. PassaParola transfers her copyright in translation and editing work to the client, but this allocation only happens on the condition that PassaParola is fully paid for her services, in accordance with the agreed fee schedule and these general conditions. The client guards PassaParola from claims from third parties due to alleged violations of property, patent or copyrights concerning the execution of the assignment.

6. Dissolution

If the request for translation is cancelled during the execution of the agreement, then the client pays a cancellation fee of 100 Euro, increased with a fee to PassaParola for the work that was already executed, at the agreed rate, until a maximum amount corresponding with the value of the agreement.

PassaParola is entitled, if the client does not fulfil his obligations, or in case of obvious insolvency, liquidation or bankruptcy of the client, to entirely or partially end the assignment, or to suspend its execution, without being held to any compensation.

7. Delivery

Except in the case of a written clause explicitly stating the opposite, PassaParola is not restrained by the times of delivery reported by the client. On the other hand, the times of delivery reported by PassaParola are merely indicative and non-binding. Delivery outside the indicative period does not constitute a reason to break the agreement, neither is it a ground for price reduction or compensation.

Texts are delivered either by fax or e-mail either, on explicit request of the client, personally at the client. The costs of mail delivery or courier service are at the expense of the client. PassaParola can in no way be held responsible for late delivery or loss of shipment by third parties or for damages during the transfer.

8. Complaints

Every complaint has to be filed, within 7 days after delivery of the translation or of the ordered text, by registered mail and be motivated. For a lack of this, the delivered translation or text is considered to be accepted. Complaints or disputes about the non-conformity of the translation, formulated within the contractual period, have to be thoroughly motivated through dictionaries, glossaries, or by equivalent material written by qualified native speakers. Refusing a translation or a text without giving a motivation does not constitute a reason to not pay an invoice. Not one complaint gives the client the right to suspend his payment obligations.

9. Limited liability of the translator

PassaParola can only be held liable in case of intention. Except in the case of deception, the liability of PassaParola will always be limited to the amount of the sums charged or paid by the client, that provoked the issue. PassaParola is not liable for adaptations that are applied to her work by other persons after delivery. PassaParola can in no way be held responsible for indirect damage. This is damage that does not directly result from a shortcoming of PassaParola. By indirect damage, one understands among others economic losses, loss of profits, loss of savings, loss of clientèle, loss of contracts, loss of income, loss of time, loss of goodwill, loss of reputation, loss or damage of data, contractual, extra-contractual or other. This enumeration is not limitative.

PassaParola treats all information obtained during an assignment as a professional secret and will never reveal such kind of information to a third party.

10. Payment

Payments, minus possible advances, have to be transferred within 14 calendar days after the invoice date to the headquarter. In case of dispute, the invoice has to be protested by motivated registered mail, within 7 calendar days after the invoice date. After those 7 days no claims will be considered. This agreement is established between PassaParola and the client, and payment to PassaParola does not depend on the review, approval or payment by a third party.

Every invoice that hasn't or has not entirely been paid, will by law and without preliminary notice be increased with an interest of 10% per month, on the due amount. When the client does not comply with the payment period of one invoice, PassaParola reserves the right to demand the immediate

payment of all other invoices, even if these may not be overdue, and to suspend the existing contracts. This does not give rise to any compensation.

All transfer costs and other payment costs (including financial costs for intermediaries or correspondents) have to be paid by the client. PassaParola reserves the right to charge possible banking costs to receive the payment.

11. Dispute settlement

Belgian law applies to disputes relating to contracts. Any dispute should be addressed exclusively to the court of Leuven or the justice of the peace court of the canton of Aarschot.