



GENERAL TERMS AND CONDITIONS TRADU-C

Article 1. Applicability

These General Terms and Conditions apply to the services offered by Tradu-c. They take precedence over those of the client and, apart from in specific, well-described circumstances, the client waives his or her own general terms and conditions.

Article 2. Signed quotation

To avoid any possible disputes, work shall only start after Tradu-c receives, by letter or e-mail, a copy of the purchase order — as issued by Tradu-c as part of its quotation — signed by the client.

All prices are in EUR and exclusive of VAT. All offers and quotations, in whatever form, are non-binding, unless otherwise expressly agreed. Offers or quotations are not automatically valid for future assignments. Where a price has been quoted for an assignment, there is no obligation on the part of Tradu-c to deliver a part of the quoted assignment at a partial price that is in direct proportion with the price quoted for the total assignment.

Article 3. Quality guarantee

Each text is processed on the basis of following procedure: writing or translation itself, thorough revision, spell checking & QA-procedure using the appropriate word processor(s). If desired, an external reviewer can be requested for an additional fee.

The client is entitled to request a round of revision and/ or correction for each text. Any additional corrections are seen as authorial corrections and are charged as such, in line with the quoted rate. The following are also considered authorial corrections: any fundamental changes to content and style with respect to the original briefing, unless otherwise expressly agreed in the quote.

Article 4. Confidentiality

Tradu-c undertakes to maintain the confidentiality of the client towards third parties, with respect to all information and data of which cognizance has been taken during the performance of the work. Tradu-c shall take all possible precautions to protect the interests of the client. If desired or necessary, Tradu-c is willing to agree to a non-disclosure agreement.

The client shall not communicate with third parties, nor make available any report, with respect to the approach, working methods or quote of Tradu-c, without the express permission of Tradu-c.

Article 5. Intellectual property rights

Tradu-c remains the rightful holder of the intellectual property rights for all supplied texts until the invoice issued to the client by Tradu-c has been paid in full. As soon as this payment has been made, the full and unconditional intellectual property rights of the supplied product shall be transferred by Tradu-c to the client.

Article 6. Liability

It is the duty of the client to check the supplied texts and services for any errors or inaccuracies, and the client accepts the liability arising from this duty. The client indemnifies Tradu-c of any accountability, including claims of third parties with respect to intellectual property rights relating to the materials or details provided by the client and used in the performance of the agreement, including any damage arising from this.

Article 7. Conditions for payment

Tradu-c issues invoices upon delivery to the client of the final version of the text. Invoices are required to be paid within 30 days of the invoice date and this without the deduction of any discount/reduction.

For new clients an advance of 50% of the amount stated in the quotation is payable before delivery of the assignment. The remaining amount shall be invoiced as stated above

In the event that the round of corrections, mentioned in Article 3, is delayed for longer than 7 working days due to the fault of the client, Tradu-c is entitled to invoice the full amount before the corrections take place. For assignments lasting more than 30 days, Tradu-c is entitled to issue a monthly invoice for the services rendered. Tradu-c is entitled to issue a separate invoice for each partial delivery (delivery of parts of a complete assignment).

Article 8. Complaints

Each invoice is seen as being accepted by the client if, within a period of five working days after issue of the invoice by Tradu-c, no written protest has been returned to Tradu-c by the client by means of a registered letter. Complaints are only accepted insofar as the services or products supplied by Tradu-c have not been used, processed, edited or otherwise disposed of by the client. This does not influence any (partial) payment obligations.

Article 9. Compensation and default interest

Any late payment or non-payment shall be considered a contractual infringement under Art. 1147 of the Belgian Civil Code. In such an event, the invoiced amount payable shall be increased without further summons or notice of default by a fixed rate of compensation of 10%. Furthermore, default interest shall be charged at a rate of an additional 1% with each passing month. Incomplete months shall be included in the calculation as complete months. Compensation and interest shall be payable irrespective of any legal interest and costs.

Article 10. Changes to the assignment

The client accepts that the scheduling of the assignment may be influenced in the event that, in the intervening period, parties develop or make changes to the approach, working methods or scope of the assignment and/or the activities arising therefrom. In the event that this should lead to the requirement of additional work, this shall be confirmed with the client as a supplementary assignment. Should the parties agree to a phased implementation, Tradu-c is entitled to suspend the completion of the parts of subsequent phases until the client has approved the prior phase in writing.

Article 11. Client neglect

Should the progress of the implementation or the supply of the work be delayed by the neglect of the client or by force majeure on the side of the client, Tradu-c may charge the full agreed amount. This includes but is not limited to: the costs already incurred for the performance of the present assignment and this notwithstanding Tradu-c's right to claim further costs, damages and interest.

Article 12. Jurisdiction

The present agreement in its entirety is governed by Belgian law. Any disputes are to be settled under the authority of the courts of the registered offices of Tradu-c.

DISCLAIMER This English-language version of the General Terms and Conditions is intended to serve only an informative purpose. The only legally binding General Terms and Conditions are those in the original Dutch, which can be found on your quotation and purchase order, as well as at www.tradu-c.be/assets/documents/traduc-conditions-NL-web.pdf.

Unchanged and in effect since 1 February 2024.

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