



## General Terms and Conditions Little Shop of Translations

### 1. General: applicability of terms and conditions

These terms of business shall apply to all transactions and agreements between Little Shop of Translations and the principal (hereinafter: the customer), in respect of which Little Shop of Translations has declared these terms and conditions to be applicable, to the exclusion of the customer's terms of business unless otherwise agreed by both parties.

These terms and conditions shall also apply to all agreements with Little Shop of Translations, the execution of which may require the involvement of third parties.

### 2. Quotes

All quotations and cost estimates are without obligation. All quotations and fees stated are excluding VAT. Offers are valid for 30 calendar days.

As long as Little Shop of Translations has not had the opportunity to assess the material to be translated/edited/transcribed or the precise nature of an on-site translation or interpreting project, any quotation provided in this respect, including the fee and/or delivery date, will be free of obligation and may be withdrawn or modified at any time before a final agreement is reached between the two parties and the order is confirmed by the customer.

Little Shop of Translations may consider his customer to be the person who has commissioned the work, unless the said person has clearly stated that he is acting on behalf of, on the orders of and on account of a third party, and providing the name and address of the said third party are concurrently submitted to Little Shop of Translations.

### 3. Order confirmation

The order shall take effect on the acceptance either in writing (by email or fax) or verbally by the customer of the above quotation.

Times and dates for interpreting and on-site translation projects shall be confirmed by the customer in writing. Should any changes in schedule occur, the customer shall inform Little Shop of Translations in due time about the said changes verbally and in writing.

### 4. Cancellation of a translation order / Amendments to a translation order

In the event of a commission being withdrawn by the customer, (s)he shall be liable for payment of that part of the commission and/or costs that has already been executed. Little Shop of Translations will deliver the work already completed.

In the case of interpretation or on-site translation projects, the order shall be cancelled at least 24 hours before the commissioned time and date. Should the order be cancelled on the same day as the commissioned day of the project, the customer shall be liable for payment of a cancellation fee of

€200/translator and all travel expenses, should they have occurred.

If, after the contract has been concluded, the customer makes any alteration other than minor changes to the original commission, Little Shop of Translations shall be entitled to adapt the remuneration or treat the alterations as a new commission.

### 5. Project management and quality

Little Shop of Translations binds itself to carry out the linguistic services commissioned by the customer to the best of its ability and expertise and to this end it may use the services of a third party (e.g. freelancer, DTP specialist, etc).

Little Shop of Translations commits itself to thoroughly control, check and edit the work delivered by the third parties and to undertake any other actions (e.g. use the services of an independent proofreader/another translator, etc) it may consider necessary as to ensure the quality of the delivered text.

As to ensure the desired level of quality, the customer shall make available any information relevant for the project to be carried out, including glossaries or specific terminology, background information or previous similar projects, if these exist. To the same end, the customer shall also make itself available for possible queries and questions regarding the commissioned project. Little Shop of Translations shall not be held responsible for the accuracy of the information supplied by the customer.

### 6. Confidentiality

Little Shop of Translations shall treat all information entrusted by the customer with the strictest confidence. Little Shop of Translations shall require its employees/collaborators to observe the strictest confidence. Should an employee/collaborator breach the said confidence, Little Shop of Translations shall not, however, be held liable if it can demonstrate that it was not in its power to prevent such disclosure.

### 7. Delivery time and deadline

Should the customer not impose a specific delivery time, Little Shop of Translations will deliver the translation project within a reasonable period of time considering the language combination, complexity and volume of text.

Little Shop of Translations binds itself to respect the agreed delivery time and date, except in cases of force majeure. Should it become apparent that Little Shop of Translations shall not meet the agreed deadline due to exceptional circumstances, it shall notify the customer immediately.



Delivery of a translation is considered to have been completed when Little Shop of Translations returns the texts by email, fax, post or courier, or at the moment of delivery by hand.

Should Little Shop of Translations be accountable for the delay in delivery, the customer shall be entitled - if it is not reasonable for him to wait longer - to a 10% fee reduction.

Little Shop of Translations shall not be held responsible for late deliveries that are due to delays in the postal services, courier services or other information carriers.

## 8. Copyright

A translation, being a creation of the intellect, shall enjoy the legal protection accorded to such works.

Unless explicitly agreed otherwise, Little Shop of Translations shall retain the copyright to any translation produced by its translators.

Little Shop of Translations shall thus enjoy, with respect to its translations, all the moral rights of succession conferred by its authorship.

## 9. Complaints and dispute resolution

The customer shall report complaints concerning the services rendered as soon as possible and state in writing his/her dissatisfaction within a maximum of 21 calendar days after delivery. A complaint does not suspend the term of payment.

The unmotivated refusal of a translation or other linguistic service does not relieve the customer from payment of invoice/costs.

In the case of complaint or dispute, Little Shop of Translations shall formulate a response in writing based on its expert opinion, on that of third parties involved in the project and/or independent proofreaders, translators or other linguistic experts.

Should the complaint be well-founded, either partially or entirely, Little Shop of Translations shall improve or replace the delivered work within a reasonable period of time, and shall do everything possible to rectify the complaint. Failing to reasonably comply with the request for improvement or due to the increased delivery time, Little Shop of Translations may agree to grant a reduction in the fee.

If the customer has not expressed any complaints before the expiry of the above mentioned deadline, it is assumed that he has accepted the delivered assignment in full and any complaints made at a later date shall only be dealt with if Little Shop of Translations accepts them.

## 10. Payment of invoices

Invoices that are not queried within 10 days of their receipt are considered accepted. Accounts should be settled within 30 days after the date of the invoice in the currency in which the invoice is drawn up.

Should the payment not be made within the period specified, the customer shall immediately, without further notification, be in default, in which case the customer shall be liable for the statutory interest from the date of default to the moment of full settlement as well as other debt collection costs.

## 11. Termination

In the event of the customer failing to honour his commitments, or in the case of bankruptcy, moratorium, receivership or liquidation of the customer's business, Little Shop of Translations shall be entitled wholly or partially to terminate the contract or to delay/stop the execution of the commission, such action not rendering it liable for any claim for damages.

## 12. Liability and indemnity

Little Shop of Translations shall be responsible solely for damage that is the direct and demonstrable result of a shortcoming for which it can be held accountable. Little Shop of Translations shall never be liable for any other form of damage such as consequential loss, loss due to delay or loss of income or profits. The liability shall in every case be limited to a sum equal to the invoice value excluding value-added tax of the commission concerned. In all cases, this liability is limited to a maximum of 2,500 €.

Little Shop of Translations shall in no way be liable for incorrect translations due to ambiguities and shortcomings of the source text.

Little Shop of Translations shall not be held liable for any loss or harm caused by the use of information technology, the Internet and modern means of telecommunication, nor for any loss or harm as a result of the movement of information (carriers).

## 13. Applicable law

Belgian law is applicable to all legal relationships between Little Shop of Translations and customer. Any legal disputes shall be subject to the judgment of an officially appointed Belgian judge.

## 14. Miscellaneous

Little Shop of Translations is understood to be the translation agency Little Shop of Translations bvba, with registered offices at 38 Damhertenlaan, 2610 Wilrijk, Belgium, registered under no. 0877.135.267 in the Register of Companies of Antwerp.

These general terms and conditions are available on the website of Little Shop of Translations at [www.little-shop-of-translations.be](http://www.little-shop-of-translations.be) and shall be considered to be known by the customer at the time of confirmation of a commission.