

GENERAL TERMS AND CONDITIONS

1. GENERAL

- These general terms and conditions are an integral part of our price quotations or any agreement that is concluded.
- By submitting an order with AKIRA Translations, the client unconditionally and irrevocably confirms and affirms that he has read, understood and agrees to the present terms and conditions.
- The present terms and conditions take precedence over any terms and conditions of the client or other general terms forming a part of orders, order forms, etc., even if (1) the latter were submitted to AKIRA Translations before the present terms and conditions were submitted to the client and/or even if (2) they would preclude the application of the present terms and conditions.

2. PRICING

- Our rates are published in a price list that clients can consult free of charge.
- Unless otherwise noted on the invoice, invoices from AKIRA Translations are due and payable in euros within thirty (30) days of the invoice date.
- As long as AKIRA Translations has not had an opportunity to assess the nature of the entire document submitted by a client to be translated and/or otherwise edited, any quotation provided in this respect along with the fee and/or delivery time stated therein, shall be free of obligation and may at all times be withdrawn or modified.

3. DELIVERY TIMES

- The agreed delivery time is indicative and AKIRA Translations undertakes to do all in its power to comply with it. Should it appear that it will be impossible for it to ensure timely delivery due to exceptional circumstances (e.g. in the event of force majeure), AKIRA Translations undertakes to notify its client to this effect forthwith.
- No rights to damages or compensation of any sort can be derived from exceeding deadlines, which can be affected by third parties or force majeure, nor shall any delay cause the contract to be terminated or constitute a breach of contract.
- The following are deemed to be cases of force majeure: fire, acts of government, transport obstructions, late deliveries by suppliers, labour disputes and organisational problems at AKIRA Translations (lack of staff though illness, equipment failure or theft etc.). This list is non-exhaustive.
- The client shall take all reasonable steps necessary to enable AKIRA translations to deliver the goods and services on time.
- Translations or other materials will be delivered to the client by e-mail or FTP or, at the client's explicit request, on CD, DVD or paper. Postal or courier costs will be charged to the client. AKIRA Translations accepts no liability for problems occasioned by postal services.

4. CANCELLATION AND AMENDMENT OF AN ORDER

- In the event that after an order has been submitted, the client makes changes of a limited nature, this to be determined solely at the discretion of AKIRA Translations, the latter reserves the right to adjust any relevant delivery time and/or fee or to refuse the proposed changes.
- In the event that the client withdraws an order after it has been submitted, he shall be liable for payment of the agreed sum in full, unless AKIRA Translations indicates that a discount may be granted. The extent of such discount shall be determined solely by AKIRA Translations and depends on the extent of the activities already carried out. The work completed shall be made available to the client.

5. PROFICIENT FULFILMENT OF ORDERS AND CONFIDENTIALITY

- Translations provided by AKIRA Translations will be based on the words, expressions and spelling as quoted in recognised dictionaries. Nevertheless, the client may request that AKIRA Translations use their preference for a particular spelling or vocabulary. If the text contains company-specific abbreviations, the client is requested to provide the meaning of these in full.

- AKIRA Translations undertakes to treat all information provided by the client as confidential and never to disclose the content or price of an order without the client's approval. Nevertheless, AKIRA Translations cannot be held liable for the unlikely event that a third party may fail to comply with his duty of non-disclosure.

6. PAYMENT

- Depending on the size of the service and its duration, the client may be asked to pay a sum on account.
- An additional 10% interest on the amount due shall be charged as of right and with no advance warning for any invoice that is not paid or not paid in full by the due date, with a minimum of €100.00.
- Failure to pay one single invoice by the due date entitles AKIRA Translations (1) to lawfully demand immediate payment of all other invoices even though these may not be overdue and (2) to cancel execution of other assignments without this giving rise to any form of compensation.
- In addition, we reserve the right to refuse any new goods or services and to defer any special agreement entered into with the customer.

7. LIABILITY AND EXCLUSION OF LIABILITY

- AKIRA Translations shall not be liable for any damage to or the loss of any documents which the client places at its disposal.
- Nor shall AKIRA Translations be liable for any loss or harm occasioned by the use of information technology, the Internet and modern means of telecommunication, or during transport or dispatch of a storage medium.
- The client shall indemnify AKIRA Translations against any claim made by a third party in relation to the alleged infringement of a title of ownership, patent or copyright, or the use by a third party of the product supplied. It is assumed that, where necessary, the client shall have acquired the rights to translate the texts given to us for translation and that he bears sole liability if we carry out his request.
- AKIRA Translations may only be held liable in instances of fraud. In all instances, with the exception of fraud, AKIRA Translations can only be held liable for the amounts of the invoiced sums or sums paid by the client relating to the assignment in question. Under no circumstances can AKIRA Translations be held liable for indirect damages, i.e. damages not resulting directly from a shortcoming attributable to AKIRA Translations. Indirect damages include economic loss, loss of anticipated profits, revenues or savings, loss of clients, contracts or goodwill, loss of reputation, absence or damage of data, either contractual or extracontractual.

8. COMPLAINTS

- The client shall be required to notify AKIRA Translations of any complaint about a translation, any other service or an invoice no later than seven (7) working days following the invoice date. Notification of complaints is to be sent by registered letter and a copy by fax. In the absence of this, the translation or service will be deemed to have been accepted.
- Complaints or disputes about the non-conformity of the translation that are completed within the contractual deadline, should be thoroughly substantiated with dictionaries, glossaries and/or similar text material written by authorised native speakers.
- The submission of a complaint shall under no circumstances discharge the client from his duty to effect payment.

9. DISPUTES

- Belgian law applies to disputes relating to services and invoices of AKIRA Translations. Any disputes should be addressed exclusively to the courts of Brussels.