GENERAL CONDITIONS

Clause 1.- Generalities

The full text of our General Conditions is an integral part of our offers or any agreement that is concluded.

1.1. Unless there is an explicit stipulation to the contrary, the customer shall be deemed to have read them and accepted all the clauses therein.

1.2. The present General Conditions henceforth constitute the law for the parties, to the exclusion of the customer's General Conditions.

1.3. Any dispensation from these General Conditions must be subject to a special prior written agreement.

1.4. Failure to comply or a delay in complying with any of the clauses in these General Conditions shall not result in the deletion or modification of this clause or any of these General Conditions, which shall continue to be strictly applied.

Clause 2.- Cost of goods and services

2.1. Goods and services shall be invoiced at the rates that apply on the day that the service is provided, unless there is an explicit stipulation to the contrary.

2.2. Our rates are published in a price list that customers can consult on our premises, or they can be sent to customers on request, free of charge.

2.3. Unless otherwise stated, our prices do not include postage costs or VAT.

2.4. We reserve the right to amend our prices if, after the agreement comes into effect, the cost of energy, raw materials, salaries or any other component of our retail prices should be modified.

2.5. Quotes for written translations are only given as an indication.

Clause 3.- Deadlines

3.1. Deadlines for providing services, supplying goods etc, which can be affected by third parties or force majeure, are only given as an indication and without obligation on our part.

3.2. We shall not be liable for any delays and in no circumstances shall they cause the contract to be terminated or damages or compensation of any sort to be awarded.

3.3. The following are deemed to be cases of force majeure: labour disputes, late deliveries by the supplier, war, fire, natural catastrophes, a ban on exports decreed by a governmental body, events affecting transport, problems concerning the internal organisation of the company (lack of staff through illness, equipment failure, etc).

3.4. However, we shall not be required to establish the unpredictability or irresistible nature of the disruptive event.

3.5. If there is any delay, however long, which is the result of force majeure as defined above, we shall be authorised to suspend the execution of the contract for the duration of the disruptive event.

Clause 4.- Cancellation

4.1. Any cancellation of an order by a customer must be made in writing.

4.2. Such a cancellation shall only be valid if we give our written agreement.

4.3. Any cancellation of an order for services or goods shall result in compensation of up to 100% of the cost of the goods or service in question, depending on the circumstances and deadlines.

Clause 5.- Liability

5.1. Goods are supplied and services are provided at the customer's own risk and cost.

5.2. We cannot be liable for any loss, deterioration or any other damage that may be caused to the documents placed with us.

5.3. The texts which are placed with us for translation are not our responsibility with regard to third parties. It is assumed that, where necessary, the customer shall have acquired the rights to translate the texts given to us for translation and that he/she bears sole liability if we carry out his/her request.

5.4 We accept no liability for any damage that might be caused to a customer's equipment following the sending (by e-mail, floppy disk or any other means of communication) or use of files made available to the customer by NCI Translation & Publishing Center in its services.

Clause 6.- Payment

6.1. Depending on the size of the service and its duration, the customer may be asked to pay a sum on account.

6.2. Orders shall not be accepted whilst this sum remains unpaid.

6.3. All our invoices are payable in Brussels, in euros and in cash.

6.4. An extra 15% of the amount due shall be charged as of right and without notice for any invoice that is not paid in full by the due date, the minimum charge being €37.18.

The increased amount shall bear interest of 15% a year, as of right and without notice. Any month that has been begun shall be regarded as a full month.

6.5. In addition, we reserve the right to refuse any new goods or services and to defer any special agreement entered into with the customer.

Clause 7.- Special resolute clause

We reserve the right to regard the contract as cancelled as of right, without giving prior written notice and without any legal measures being necessary, and/or to demand forthwith any sum due by the customer, and/or to demand that goods which have been supplied but not yet paid for and which are our property, be returned, without prejudicing our right to compensation for costs and damages in the following circumstances:

- If the customer is declared bankrupt or has been put into liquidation, has requested a winding-up arrangement or some or all of his property has been seized;
- If the customer dies or is put in the care of a guardian;
- If the customer does not fulfil his/her obligations in spite of notification being given and remaining without result for 5 days;
- If the customer neglects to make a payment on account or pay an invoice or part thereof;
- If the customer ceases trading or transfers his business or a major part thereof;
- If there is every indication that the customer shall not fulfil his/her obligations.

Clause 8.- Complaints and acceptance of invoices

8.1. Invoices are proof of verbal and written orders that have been placed with us.

8.2. Any complaints relating to orders, goods or services must be made by registered letter within 15 days following their supply or provision.

8.3. Any queries arising from invoices must be made by registered letter within 8 days of the sending of the invoice.

8.4. Non-compliance with these deadlines shall result in admissibility.

8.5. Lodging a complaint shall not in any way release the customer from his/her obligation to pay.

Clause 9.- Disputes

9.1. All contracts that we conclude are subject to Belgian law only.

9.2. Only the Brussels courts are competent in the event of a dispute, whatever its nature or cause, even in the event of an appeal as security or if there is more than one defendant.