

# **General Terms for Translation and Validation Services**

### **1. General**

- 1.1 The Agreement between **DIPS Belgium** and the Client about translation and validation services provided by **DIPS Belgium** shall be subject to these General Terms for Translation and Validation Services.
- 1.2 The General Terms for Translation and Validation Services of **DIPS Belgium** shall always take precedence over those of the Client.
- 1.3 Additional and deviant terms may be mutually agreed upon, as far as the addition and deviation is provided for in the General Terms for Translation and Validation Services. The Agreement between **DIPS Belgium** and the Client will be governed by these General Terms for Translation and Validation Services and the additional and deviant terms. Additional and deviant terms will be communicated in writing.
- 1.4 The term "in writing", and unless otherwise defined hereafter, shall be construed to comprise any paper and electronic form, such as, but not limited to e-mail, electronic file, fax, telex, SMS, MMS and letter mail.
- 1.5 Any time period given in days is calculated as the sum of consecutive working and non-working days.

### **2. Offers, Assignments and Establishment of the Agreement**

- 2.1 All offers of **DIPS Belgium** shall be made in writing.
- 2.2 All assignments of the Client shall be made in writing.
- 2.3 All offers and fees of **DIPS Belgium** are without engagement. Offers are based on the List of Fees and Services ; however, other fees may be mutually agreed upon, such as , for example, a fee subject to a discount.
- 2.4 All offers, terms and time limits communicated to the Client before the establishment of the Agreement and/or before **DIPS Belgium** has been able to view the source text (i.e. the text to be translated or validated) can be revoked by **DIPS Belgium**.
- 2.5 The Agreement is established by the written acceptance by the Client of an offer or by written confirmation by **DIPS Belgium** of an assignment. The date of said written acceptance or said written confirmation will be date on which the Agreement is established.
- 2.6 If **DIPS Belgium** has reasonable doubts whether the Client will be able to fulfill his obligations within the terms of the Agreement, in particular his payment obligations, **DIPS Belgium** may require an advance payment, which shall maximum be fifty (50) % of the estimated cost associated with the assignment.

### **3. Change and Withdrawal of an Assignment**

- 3.1 If the Client, after the Agreement is established, and except for minor changes, changes the assignment, **DIPS Belgium** is allowed to change the terms and fees. Any change in an assignment is to be communicated or confirmed in writing by the Client to **DIPS Belgium**.
- 3.2 If any terms or fees are changed by **DIPS Belgium**, the Client is entitled to withdraw the assignment.
- 3.3 Any withdrawal can be made orally and is to be confirmed in writing. The withdrawal is effected on the date **DIPS Belgium** is made aware of the withdrawal, either orally or in writing. **DIPS Belgium** will promptly halt all work.
- 3.4 When an assignment is withdrawn by the Client, the Client is to reimburse costs already made, such as, but not limited to, translation costs and material costs, such as costs associated with photocopies, faxes, telephone conversations, e-mails, SMS, stamps, envelopes, etc.
- 3.5 The work so far concluded will be at the disposal of the Client.

### **4. Execution of the Assignment and Confidentiality**

#### Translations

- 4.1 The Client provides **DIPS Belgium** with a source text in Word format, unless otherwise mutually agreed upon and any relevant specific translation instructions. Other accepted source texts may be a scanned text in PDF-format or a text on plain paper.
- 4.2 **DIPS Belgium** commits itself to carry out the assignment to the best of its ability and according to the terms of the Agreement.
- 4.3 To ensure maximum quality, each translated text will be revised by a reviser, not being the translator.
- 4.4 **DIPS Belgium** will provide the translation in a lay-out, form and on a carrier as mutually agreed upon, including - but not limited to - as an electronic file, as a paper text, on diskette, CD-ROM and DVD.
- 4.5 If mutually agreed upon, the Client will provide at his expenses additional material necessary for the translation, including, but not limited to, specific glossaries and professional literature. If no additional material is provided within a reasonable time, **DIPS Belgium** may acquire its own additional material to aid in the translation, such as, but not limited to professional literature, glossaries and patent literature. The costs for acquiring the additional material may be charged to the Client. These costs will be maximum twenty five (25) % of the translation cost.

- 4.6 Unless otherwise agreed, the additional material as defined in paragraph 4.5 will be returned to the Client after completion of the assignment.

### Validations

- 4.7 The Client provides **DIPS Belgium** with a text in Word format to be validated (claims, description, drawings), unless otherwise mutually agreed upon, as well as a Power of Attorney, when required by the National Patent Office.
- 4.8 **DIPS Belgium** commits itself to carry out the assignment to the best of its ability and according to the terms of the Agreement. This comprises filing the text with the National Patent Office and, optionally, paying a validation fee and filing a Power of Attorney.
- 4.9 To ensure maximum quality, each text used for the validation will be revised by a patent attorney for layout only, not for content, in order to avoid a defect validation. When apparent shortcomings are detected to the layout, such that a validation would result in a defect validation, the text can either be returned to the Client or be amended at the Client's expense. **DIPS Belgium** is not liable for any translation errors in the text, if said text has not been produced by **DIPS Belgium**.

### Confidentiality

- 4.10 **DIPS Belgium** will treat all information received from the Client as confidential, comprising - but not limited to - the offer, the order, the costs, the identity of the Client, the content of the source text, the content of the translation and validation and the content of any additional material as defined in paragraph 4.5.
- 4.11 Confidentiality ends ten (10) years after the date the Agreement has been established. Data directly related to the Client shall only be used for internal review and not in any way be communicated to third parties, except for taxation reasons, comprising - but not limited to - a tax declaration and a tax audit.
- 4.12 Unless otherwise mutually agreed upon, **DIPS Belgium** has the right to contract a third party to carry out the assignment without prejudice to its responsibility for maintaining the confidentiality of the information and for the final quality of the translation work. **DIPS Belgium** will impose the same confidentiality conditions on said third party. However, **DIPS Belgium** is not liable for a breach of confidentiality by said third party when **DIPS Belgium** is able to prove that it has taken reasonable measures to prevent such breach of confidentiality, such as - but not limited to - a confidentiality agreement between **DIPS Belgium** and said third party.

### 5. **Terms and time of delivery**

- 5.1 The agreed delivery date is a target date, unless otherwise mutually and in writing agreed upon. **DIPS Belgium** is obliged to immediately inform the Client when it becomes clear to **DIPS Belgium** that the target date will not be met.
- 5.2 If it has been mutually established that the target date will not be met and no agreement can be reached on a new target date, the Client is entitled to withdraw the assignment, subject to the conditions of paragraph 3.
- 5.3 The delivery is effected on the date of dispatch and in a manner as mutually agreed upon, either through the **DIPS Belgium** website, by regular mail, registered mail, express mail, fax, courier, e-mail, upload to a server, or any combination of said dispatch methods. In case a combination is agreed upon (e.g. by regular mail and e-mail), the date on which the fastest delivery is effected will be the date of dispatch. **DIPS Belgium** will document all deliveries and dispatch dates.

### 6. **Fees and Method of Payment**

- 6.1 Fees are in principle based on the List of Fees and Services. However, deviant fees may be mutually agreed upon, for example a fee subject to a discount.
- 6.2 After completion of an assignment, a debit note will be send to the Client. Optionally, also a translation or validation report can be send, free of charge.
- 6.3 All debit notes are payable in euro within 30 (thirty) days after receipt of the debit note to a bank account as indicated on the debit note.
- 6.4 In case of totally or partially non-payment of the debit note at the due date, and after mailing a proof of default by registered mail, **DIPS Belgium** may raise the outstanding balance with twelve (12) % for each full or partial period of thirty (30) days after the due date, with a minimum of fifty (50) euro. **DIPS Belgium** will notify the Client accordingly in writing and present the Client with a further debit note.

### 7. **Complaints**

- 7.1 Every complaint must be filed with **DIPS Belgium** by registered mail within eight (8) days starting from the dispatch date of the translation or validation documents to the client. The filing of a complaint does not dismiss the Client from its obligation to pay its debit notes to **DIPS Belgium**.
- 7.2 Complaints or disputes on the non-conformity of the translation or validation are to be motivated by the Client with evidence, such as, for example, dictionaries, glossaries, evidence from native speakers or written equivalent texts. Non-motivated refusal of a translation shall be no ground for non-payment of a debit note to **DIPS Belgium**.

- 7.3 If the Client has reasonable doubts about the correctness of certain translations or validations and **DIPS Belgium** is asked to verify or comment on such translations or validations, and if **DIPS Belgium** can make a reasonable case that said translations or validations are correct, **DIPS Belgium** is entitled to charge all costs made in connection with the verification of said translation or validation.
- 7.4 If the Client has not filed a complaint as indicated in paragraph 7.1, the Client is considered to have accepted the dispatched translation or validation. Any request for amendment of said translation or validation will not be regarded as a complaint and does not imply that **DIPS Belgium** acknowledges any fault.
- 7.5 If a complaint is found legitimate, **DIPS Belgium** will amend the translation or validation within a reasonable time to be mutually agreed upon and at his own expenses.

### **8. Termination of the Agreement**

- 8.1 The Agreement terminates ten (10) years after the date the Agreement has been established.

### **9. Liability**

- 9.1 **DIPS Belgium** can only be held liable for the establishment of the translation or validation within the terms as indicated in the General Terms for Translation and Validation Services and within the deviant and additional terms as indicated in paragraph 1.3.
- 9.2 **DIPS Belgium** can only be held liable for the safekeeping of the additional material as defined in paragraph 4.5.
- 9.3 **DIPS Belgium** can only be held liable for the quality of the translation, not for the content of the translation.
- 9.4 **DIPS Belgium** can only be held liable for the damage that is the direct and demonstrable consequence of an accountable fault of **DIPS Belgium**. **DIPS Belgium** is not liable for any other damages, such as - but not limited to - indirect damages and loss of profits.
- 9.5 **DIPS Belgium** cannot be held liable for a deviant lay-out of the translated text vis-à-vis the source text. Only when the source text has been delivered in Word format and upon mutual agreement, **DIPS Belgium may** commit itself to deliver the translated text in a similar lay-out as the source text.
- 9.6 **DIPS Belgium** cannot be held liable for not meeting the delivery date when the delay is the due to sickness, accident, full or partial disablement of personnel of **DIPS Belgium** or of circumstances beyond its control (force majeure). **DIPS Belgium** will notify the Client accordingly and within a reasonable time period in writing.

- 9.7 **DIPS Belgium** cannot be held liable for failing to meet the delivery date when the delay is caused by late delivery or total or partial loss of the source text or text to be validated.
- 9.8 **DIPS Belgium** cannot be held liable for the total or partial loss of or damage inflicted to the translation or validation once it has been dispatched to the Client as indicated in paragraph 5.3.
- 9.9 The liability of **DIPS Belgium** for translations and validations is limited to an amount equal to the amount of the debit note covering the assignment.
- 9.10 With regard to validations, **DIPS Belgium** cannot be held liable for any fault, mistake, refusal or omission of the National Patent Offices where the validation action took place. This includes a.o. a faulty or non-recordal of a patent in the Patent Register. **DIPS Belgium** cannot be held liable for any delay of the postal services for delivering the text to be validated to the National Patent Office, or any delay of the bank services for making the validation payment to the National Patent Offices.

### **10. Suspension and Annulment of the Agreement**

- 10.1 In case the Client is not complying with the General Terms for Translation and Validation Services and optionally the deviant and additional terms or in the case of Client's bankruptcy, **DIPS Belgium** is entitled to partial or complete suspension or annulment of the assignment without any obligation to pay any damages.
- 10.2 In case **DIPS Belgium** cannot satisfy its obligations arising from the Agreement as a result of circumstances beyond its influence, **DIPS Belgium** has the right to annul the assignment without any obligation to pay damages. The Client will be informed as soon as possible, the work already performed will be transferred to the client and the additional material as defined in paragraph 4.5 will be returned. Circumstances beyond its control are, for instance, fire, theft, vandalism, accident, sickness, strike, war and governmental measures.

### **11. Copyrights**

- 11.1 **DIPS Belgium** will be the rightful owner of the copyrights of the translated text. Copyrights will automatically transfer to the Client at the moment the Client has fulfilled his financial obligations towards **DIPS Belgium** with regard to the assignment.
- 11.2 The Client indemnifies **DIPS Belgium** against third party infringement claims of rights of ownership, patent rights, copyrights or other intellectual property rights with regard to the execution of the assignment.

**12. Competent Court**

- 12.1 For all disputes between the Client and **DIPS Belgium**, the Competent Court is the court competent for the place of business of **DIPS Belgium**. The General Terms for Translation and Validation Services are governed by Belgian Law.



### **Additional terms**

Form of source text :

- Word-file
- PDF-file
- paper
- other .....

Form of translation :

- Word-file
- PDF-file
- paper
- other .....

Lay-out of translation

- No specific lay-out
- Conform the source text
- Conform instructions

Is additional material provided ?

yes                      no

Should the additional material be returned ?

yes                      no

May a third party be contracted ?

yes                      no

Delivery date : .....

Manner of dispatch :

- regular mail
- registered mail
- express mail
- fax
- courier
- e-mail
- website

Fee reduction ? .....