

## Terms and Conditions

By submitting a text for translation, asking for a quotation, or submitting any other work to be carried out by Miles, the Client enters into a binding agreement with Miles, governed by the following Terms and Conditions:

### 1. General

- 1.1 "Miles" means Miles Translations nv and any division under which Miles Translations nv operates. "Assignment" means any translation or other work undertaken by or any other service supplied by Miles. "Client" means any person or firm to which Miles shall supply work. Unless instructed to the contrary in good time, Miles will work on the principle that the client is the firm (or private individual) requesting the work. "Contract" means the binding agreement entered into by both Miles and the Client and governed by these Terms and Conditions.
- 1.2 In the absence of any stipulation to the contrary in a written agreement, these Terms and Conditions shall take precedence over the Client's Terms and Conditions. Miles cannot, under any circumstances, be bound by these Terms and Conditions of the Client, even if it does not explicitly state that it is not bound by them. In the event of any conflict about any part of the contract between Miles and the Client, the order of priority of the documents constituting the agreement between the parties shall be as follows:
  - Signed service level agreement (if any) between the parties
  - These Terms and Conditions
- 1.3 These Terms and Conditions govern all commercial relationships involving Miles and shall not in any way annul the specific terms, conditions or stipulations mentioned in the offers and agreements produced specifically in relation to individual projects.

### 2. Quotations

- 2.1 Quoted prices are provided on the basis of the material to be translated or an adequate description of the source material provided by the Client, the purpose of the translation and any other instructions. These are calculated by Miles as accurately as possible within the constraints of the resources available. Such quotations may be amended at any time if, in Miles' opinion, the description of the source materials, the instructions or any other information is materially inadequate or inaccurate.
- 2.2 Verbal quotations are provided for guidance only. They are not binding upon Miles and are subject to written confirmation on receipt of the material for translation. Written quotations are valid for 2 months from the quotation date unless otherwise explicitly stated.
- 2.3 In some cases, Miles will only make an estimate on the basis of the information or material received. In that case Miles will state very clearly that this is only an estimate. Such price estimates, even if they are submitted in writing, are only intended to serve as an indication for the Client and are not binding on Miles. If the Client subsequently provides more detailed information or material that make it possible to determine the price more precisely, Miles will calculate a different price offer and will clearly stipulate whether this is a more precise estimate or a final price.
- 2.4 Miles reserves the right to add an additional charge to the quotation if, after work has begun on the translation, changes to the source text / material / delivery format / instructions are made by the Client. Any such charge will be agreed with the Client.
- 2.5 If a delivery time is specified in the quotation, it is only theoretical and is therefore only an indication for the Client. The deadline does not become final and binding upon Miles until Miles submits a written confirmation, after receiving the final material from the Client and any prepayment (see point 3.8 below).

### 3. Price and payment

- 3.1 The price charged by Miles for translation/revision/copywriting work will be calculated either based on the volume of text (line/word/subtitle), or by hour of work, or as a fixed price.
- 3.2 Unless otherwise stated, prices are in euro and are net prices, excluding VAT, mailing costs and any other tax or duty. Miles shall invoice the Client for all appropriate taxes and charges which it is obliged to collect.
- 3.3 Miles does not offer discounts as standard. If the Client wishes to receive a discount, for example because there are repetitions in the project or because it is supplying its own texts, part of which can be used in the translation without alteration, it should make this clear before work begins on the job. In that case Miles will discuss the possible options with the translators who are available and will inform the client accordingly. The Client should, however, be aware that Miles is not always able to calculate the rate of repetitions at the outset from the material provided. In such cases, Miles will not be able to notify the Client of the discount that is available until the job has been completed, depending on the actual reduction in the workload for both the translator and proof-reader. The Client should also understand that even those parts that the translator is able to use without alteration will be reviewed by the proof-reader and that appropriate payment must be made for the cost of such proofreading work and also for any comparisons that are carried out between different versions.
- 3.4 Miles reserves the right to apply a minimum charge for short Assignments, in order to cover its administrative costs for starting and processing the Assignment.

- 3.5 Should completion of an Assignment be required sooner than the normal time required for its proper completion, Miles reserves the right to charge supplementary urgency rates to cover any overtime requirements or additional expenses. Should any other additional costs be incurred, Miles is entitled to make a charge for these as well. Such supplementary charges will be agreed upon by the Client as soon as it becomes clear that extra charges will be necessary.
- 3.6 3.6.1 The Client shall, as soon as possible after placing the order, provide all information required for invoicing, and in particular the address and contact person to whom the invoice should be sent. In general the Client shall, as soon as possible after placing the order, provide Miles with all details that it will require to invoice for the work, such as purchase orders where applicable.
- 3.6.2 If the Client wishes to alter the invoicing details once the invoice has already been raised and sent, Miles reserves the right to invoice for an additional charge of 25 euros for the extra administrative work required as a result of such a change.
- 3.7 Unless otherwise agreed in writing, all invoices must be paid immediately upon receipt. If this does not occur, Miles shall charge the Client a flat-rate penalty of 15%, subject to a minimum of € 50.00, plus interest at a rate of 1.5% for every month or part thereof after the invoice due date.
- 3.8 Under certain circumstances, payment or part payment may be requested prior to commencement of the work. In such cases, Miles will inform the client of this from the beginning and will not start the work until the amount due has been paid into its bank account. If the payment does not arrive in time, such a delay may have the effect of extending the originally agreed deadline.
- 3.9 Where the work is being delivered in stages and/or over a period of more than thirty calendar days, Miles reserves the right to invoice the Client on completion of each stage of the work or at monthly intervals.
- 3.10 The Client must specify a completion date when commissioning the Assignment, but while Miles shall make every reasonable effort to meet the Client's requirements, late delivery shall not entitle the Client to withhold payment for a completed Assignment.
- 3.11 If, for any reason, the Client cancels an Assignment which it has commissioned, a charge will be payable for all work done on the Assignment up to the cancellation date and for all other costs and expenses (including preparatory work, administrative work and time taken to arrange the Assignment) that may be incurred as a result of such a cancellation.
- 3.12 Cancellation of an interpreting assignment or any other service involving booking the services of a linguist for set times, days, periods, etc. will be subject to a 50% penalty charge. This will be invoiced unless notice of a minimum of 4 weeks has been given. Cancellation within two weeks prior to the interpreting mission shall give rise to an obligation to pay the full amount. Furthermore, every interpreting assignment shall be the object of an agreement, signed by the Client, describing the tasks, timetables and conditions specific to the project in question.
- 3.13 Cancellation of a training course by the Client shall be subject to a 50% penalty charge, which will be invoiced unless fourteen working days' notice has been given. If the Client gives notice of its decision to cancel a training course less than eight days before it is to take place, it shall be liable for 100% of the price of the training course.
- 3.14 If, for any reason, the Client is not satisfied with the quality of the work that has been done, it cannot, under any circumstances, make a unilateral decision not to pay or only to pay part of the invoice for the work in question. (see point 6.9)

#### **4. Completion of work and delivery**

- 4.1 Miles reserves the right to refuse a job if it considers it to be outside its area of expertise or if the conditions under which the job has to be done would not allow Miles to guarantee the quality that Miles undertakes to maintain for its clients (excessively short deadline, inadequate briefing etc.).
- 4.2 Miles has a very good reputation for prompt delivery and always endeavours to meet deadlines. Nevertheless, dates or periods indicated for completion of an Assignment are only best estimates and Miles is not liable for the consequences of any delay for any reason whatsoever. In particular, the Client should be aware that Miles cannot be held liable for delays or information degradation associated with any breakdown whatsoever caused by failures of the Client's servers or telecommunications systems, or of Miles' servers or telecommunications systems, which are outside the control of Miles.
- 4.3 Miles will not, under any circumstances, be liable for the consequences of any delay in delivery or performance or any failure to deliver or perform, and shall not be liable if any delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, or due to labour shortage, illness, accident, a case of Force Majeure or any other cause whatever that is beyond Miles' control or is of an unexpected or exceptional nature. In this case Miles shall inform the Client of the delay as soon as possible and shall make efforts to find the best possible alternative solution for the Client.
- 4.4 The Assignment will normally be dispatched to the Client by electronic mail as an electronic file (Word, rtf, pdf, .890, .032, etc). When the Client requires Assignment to be supplied as a hard copy using a third party, such as but not limited to a court or postal service, Miles cannot be held liable for any delay in delivery or for any failure in the fulfilment of supply caused by such a third party.

- 4.5 Delivery is deemed to have taken place at the time of posting, faxing or electronic delivery to a carrier, as the case may be, and the risk shall pass to the Client. Miles will, however, retain a copy of the files and will, if any loss or damage does occur, forward an additional copy free of charge.
- 4.6 Miles is not liable for the consequences of any delay in completion of the Assignment caused by the Client for whatever reason and in case of such a delay any agreed deadlines or delivery schedules shall automatically become invalid and new dates must be negotiated.
- 4.7 If the Client makes changes to the material that serves as a basis for the work after a deadline has been agreed or work has begun, the Client should understand that such alterations will have an impact on the delivery deadline agreed at the beginning, which will be extended by the time that is necessary to take account of such alterations.
- 4.8 Miles reserves the right to subcontract all or part of the Assignment to a contractor or contractors of its own choice.
- 4.9 When Miles gives a deadline without specifying the delivery time, the guiding principle shall be that delivery is during the course of the day (at the latest at 18.00).

## **5. Cancellation and suspension of the contract**

- 5.1 Failure to pay any invoice in accordance with the above terms or other terms specified in the Contract shall entitle Miles to suspend further work both on the same order and on any other order from the Client without prejudice to any other right Miles may have. This may also result in an outright breach of the contract between Miles and the Client.
- 5.2 If the Client becomes bankrupt, Miles may unilaterally decide to suspend the work that is currently in progress for the Client and terminate the contract between the two parties. Miles shall inform the Client of this as soon as possible.
- 5.3 In case of Force Majeure (Strike, Lockout, Industrial Dispute, Natural Disaster, Acts of War and any other situation that can be shown to have materially affected Miles' ability to deal with the completion of the work as agreed), Miles shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both Miles and the Client to withdraw from the contract but the Client undertakes, in all eventualities, to make payment for all work already done on the Assignment. Miles shall assist the Client to the best of its ability in commissioning the work elsewhere.
- 5.4 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

## **6. Nature of translation, claims and liability**

- 6.1 Miles expects its Clients to provide it with sufficient briefing on their expectations to allow it to meet these as closely as possible, particularly as regards the context of a text, the target group, the medium on which it is to be disseminated and its purpose.
- 6.2 In order to get the best results and hence to maximise the Client's satisfaction, Miles expects its Clients to provide sufficient reference material to help our translators to ensure that the translation is in accordance with their specific needs. In the event that a detailed knowledge of sector-specific terminology is required for the proper translation of a particular piece of written material, for example but not by way of limitation, such knowledge as would only be available to a particular Client company or organisation, it cannot be assumed that Miles possesses such knowledge. In such cases it is incumbent on the Client to provide Miles with such instructions as may be necessary for the proper translation of the material in the form of individual glossaries or any other translation aids. Miles shall always attempt to place specialist translations with translators who are experienced/qualified in specialist translation, but even a translation team with extensive experience will not necessarily possess the same in-depth product and industry knowledge as the Client.
- 6.3 A translation is the direct and more or less literal transfer of material written in one (source) language into another (target) language by a translator, rigorously applying known precepts of grammar and a knowledge of the vocabulary required for the purposes of any given translation derived from his or her own experience or from dictionaries, specialist or otherwise. Conversely, in both Adaptation and Copywriting the concepts contained in the original material are retained to a greater or lesser extent but the manner in which these are expressed may be discarded completely in the target language with the aim of maximising persuasiveness. Miles undertakes to use its best endeavours to produce an accurate and idiomatic translation of the material to be translated, within the terms of this clause and subject to the clause below.
- 6.4 A translation reflects the quality of the original written material. Where concepts are poorly expressed in the material to be translated, where language has been used incorrectly, where typographical mistakes are present, where the text is incomplete, poorly legible or factually incorrect, in all or any of these instances, the same inadequacies may also appear in the translation. Unless expressly asked to do so, Miles is not entitled to take any decisions on behalf of the Client to make such modifications as might improve the text in translation or elucidate passages of the original text but may notify the Client of such inaccuracies. Miles will not, therefore, accept any criticism of any translation where these considerations may be at issue. In particular, Miles cannot be held liable for ambiguities in the text supplied by the Client and the possible consequences of these on the service provided. It also cannot be held liable for any shift in meaning that may be caused by incomplete or non-existent instructions provided by the Client.
- 6.5 Whilst Miles undertakes to use its best endeavours to produce an accurate and idiomatic translation of the Client's original text, the Client must accept that a translation reads differently from good original writing and no liability is accepted by Miles for any alleged lack of advertising or sales impact.

- 6.6 Miles takes the greatest care and devotes the entirety of its knowledge to its work on the texts entrusted to it, and always achieves the best of which it is capable. Since, however, translation (in the broad sense) is a human activity and not in any way an exact science, Miles cannot warrant that the Assignment will be 100% error free, nor that it will meet the Client's specific expectations in every respect. Errors shall not entitle the Client either to cancel the Contract or to refuse to make payment to Miles in respect of the Assignment.
- 6.7 If only a part of the text supplied by the Client has been entrusted to Miles, Miles cannot, under any circumstances, be held liable for errors or ambiguities contained in the part that has not been entrusted to it. The Client shall also accept liability for any problems in relation to coherence/cohesion between the different parts.
- 6.8 With regard to the translation and formalisation of documents (certification, legalisation, etc.), the Client accepts responsibility to find out from the relevant authority what level of formalisation is appropriate for the use to which the translation will be put.
- 6.9 Miles shall be notified in writing of any complaint by the Client in respect of any Assignment within seven working days of receipt of the Assignment by the Client.
- 6.10 Following completion of a project, Miles agrees to rectify, at no charge to the client, any inaccuracies, errors or omissions which are due to the fault of Miles. Miles' liability will extend no further than rectification of any such alleged inaccuracies, errors or omissions that Miles feels to be justified. Except in such cases, all correction or rereading work will result in an additional charge, unless the contrary is specified in writing. The Client shall always properly document its claim and give Miles the opportunity to rectify any alleged issues within the translation. At no time shall such allegations result in any payment being delayed or withheld.
- 6.11 If the Client has corrected the translation itself and wishes to receive compensation from Miles or simply wishes Miles to take its feedback into account during their subsequent collaboration, it must document its complaint appropriately and supply all information to give Miles the best possible understanding of the result that the Client was expecting. In other words it shall submit to Miles both its comments and the corrected version of the text. The Client should bear in mind that it cannot, under any circumstances, blame Miles for not having taken liberties that it may be able to take with its own text, particularly if it wishes to change the content or nuances of the text.
- 6.12 Where the Contract for the Assignment provides for proofs or text to be submitted to the Client for approval, Miles shall not be liable for any errors not corrected by the Client or for any amendments or modifications made by the Client to the proofs or texts submitted in this way.
- 6.13 If only a few words in the middle of a sentence are to be translated, Miles may decide to extend the translation to the whole sentence or to an additional part if it considers this to be preferable in order to improve the quality of the translation or facilitate the translator's work.
- 6.14 In the case of a translation, if the Client wishes Miles to supply a loose translation of an existing text, i.e. to depart from the precise wording of the text, for example by simplifying the original wording, it must provide Miles with all the information that is needed to complete this assignment successfully and shall, if necessary, examples of the liberties that Miles should/may take.
- 6.15 Miles shall not be liable to the Client or to any third party, in any circumstances whatsoever, for any consequential loss or damages of any kind (including loss of profits, business, contracts, revenue, damage to reputation or goodwill, anticipated savings, plagiarism on the part of the Client and/or any other indirect or consequential loss or damage whatsoever) resulting from the use of translated material that exceeds the contract price for the Assignment that has been delivered, and the Client shall indemnify Miles against all claims and demands made against Miles for any such consequential loss or damages.
- 6.16 Unless otherwise and expressly agreed by Miles in writing, the Client (which, for the purposes of this clause includes any associated companies, their or the Client's employees, directors, principals or shareholders) shall not, for a period of five years after termination of the Contract, either directly or indirectly, on the Client's own account or for any other person, firm or company, solicit, employ, use the services of a translator, interpreter, trainer or other communication professional who has carried out any Assignment for the Client on behalf of Miles under the Contract.
- 6.17 Except in case an explicit agreement to the contrary exists between Miles and the Client, the mission entrusted to Miles is limited to the linguistic aspect (content) of the texts. It follows from this that all activities associated with text layout and text formatting fall outside its remit.

## **7. Client's Property**

- 7.1 All documents or any other property supplied to Miles will be kept or handled by Miles at the Client's risk and Miles shall not be held liable for any consequential loss or damages in relation to such documents or other property.
- 7.2 Miles reserves the right to destroy or otherwise dispose of any document or other property belonging to the Client that has been in its possession for more than twelve months following completion of the Assignment to which it relates.

## 8. Confidentiality

- 8.1 Subject to clause 8.3, neither party may use any of the other party's Confidential Information (any information in any form which is confidential either to Miles or to the Client and which either Miles or Client discloses in connection with the Assignment).
- 8.2 Subject to clause 8.3, neither party may disclose to any other person any of the other party's Confidential Information.
- 8.3 Either party may disclose the Confidential Information of the other:
- 8.3.1 When required to do so by law or any other regulatory authority, provided the party required to disclose the Confidential Information, where it is practical and legitimate to do so:
- Promptly notifies the owner of any such requirement; and
  - Co-operates with the owner regarding the manner, scope or timing of such disclosure or any action that the owner may take to challenge the validity of such requirement.
- 8.3.2 To its own personnel (or those of any of its associated companies), to any sub-contractor's personnel or to any person whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that such person to whom such disclosure is made:
- Is informed of the confidentiality obligations under these Terms and Conditions; and
  - Complies with those obligations as if they were bound by them.
- 8.4 The confidentiality obligation contained within this clause 8 shall survive termination of the Contract howsoever caused.
- 8.5 Each party agrees that its obligations under this clause 8 are necessary and reasonable in order to protect the party making the disclosure and each party agrees that the remedy of damages would be inadequate to compensate the party making the disclosure for any breach by the party receiving the disclosure of its obligations set out under this clause 8. Accordingly, each party agrees that, in addition to any other remedies that may be available, the party making the disclosure shall be entitled to seek injunctive relief against the threatened breach of this agreement or the continuation of any such breach by the party receiving the disclosure, without the necessity of proving actual damages.
- 8.6 In the absence of an agreement to the contrary, Miles reserves the right to use the Client's name as a reference.

## 9. Illegal Materials

- 9.1 Miles shall not be required to translate any material which, in its opinion, is or may be of an illegal or libellous nature. Where copyright exists in texts to be translated by Miles, the Client warrants that it has obtained all consents necessary for such translation to be made.
- 9.2 Miles shall be indemnified by the Client in respect of any claims, proceedings, costs and expenses arising from any libellous material printed or published for the Client, or any infringement of copyright, Intellectual Property Right, patent, design or third party right. This list is not exhaustive.

## 10. Intellectual Property and Copyright

- 10.1 All products and goods remain the property of Miles until the invoice is settled. The Copyright will only be transferred to the Client after full payment has been made for the Assignment.
- 10.2 Once payment has been made for the Assignment, all Intellectual Property Rights (including but not limited to copyright) in the Original Works and the Assignment shall vest in the Client (or the Client's licensors) but, for the avoidance of doubt, the Client hereby grants to Miles (and its sub-contractors) a licence to store and use the Original Works for the duration of the Contract and for the purposes of carrying out the Assignment for the Client.

## 11. Data Protection

- 11.1 Miles acknowledges that if it is required to process any data in the course of carrying out the Assignment, it shall do so only on the Client's instructions.

## 12. Miscellaneous

- 12.1 No person who is not party to this Contract shall have any rights under the Contract.
- 12.2 Nothing in these Terms and Conditions or in the Contract is intended to or shall operate to create a partnership or joint venture between the parties, or to authorise either party to act as agent for the other, and neither party shall have the authority to act in the name of or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 12.3 The Client shall indemnify Miles against all agreements which it may have concluded with third parties and against all consequences that may result from such agreements.

## 13. Jurisdiction

- 13.1 These conditions shall be interpreted in accordance with Belgian law and Miles and the Client irrevocably submit to the exclusive jurisdiction of the Belgian Courts. Any dispute shall be submitted to the sole jurisdiction of the competent courts in the place where the registered office of Miles is located.