



General Terms and Conditions

1.1. Any order given to GLS for translation, interpreting, proofreading/correction, voice-overs, subtitling, cultural consultancy, language classes or any other sort of work or service (hereafter referred to as "work and / or service") agreed between the parties is subject to the present general terms and conditions of sale, to the exclusion of the client's own terms and conditions.

1.2. Exemptions to the present general terms and conditions of sale are only possible when prior express written authorization by GLS. This authorization is drafted in the form of special terms and conditions of sale.

2. Quotation–Agreement

2.1. GLS's quotations do not imply any form of undertaking, until the client provides definitive written acceptance without any reserves of the quotation, and until GLS confirms that it definitively accepts the work and / or service after becoming aware of all the facets of the order.

2.2. A quotation is valid for 10 days. GLS reserves the right to modify its quotation before the client definitively accepts it.

2.3. Catalogues, brochures, price lists and other information given to the client are not quotations and in no event constitute any undertaking on the part of GLS.

3. Modifications

3.1. If the client wishes to modify the work and / or service, and / or any of the terms after GLS has provided definitive confirmation, GLS reserves the right to unilaterally change the agreed terms and conditions, or indeed to refuse to carry out the order.

3.2. Texts for translation, proofreading / correction etc. must be delivered to GLS in Word format. Otherwise GLS reserves the right to either refuse the work, or to increase the price by a flat rate of 15%, or to invoice €55 per hour (+VAT) for scanning for a minimum of two hours.

3.4. At least five days before every interpreting assignment the client must send GLS all the relevant documents enabling the interpreters to prepare for the assignment. If not GLS reserves the right to increase the price by a flat rate of 15% (+VAT).

4. Data processing – Confidentiality

4.1. GLS undertakes to not reveal to third parties, not withstanding those carrying out the work and / or the service, information, data and documents belonging to the client with which GLS has become acquainted within the framework of the agreement linking the parties.

4.2. GLS also undertakes to ensure that the aforementioned people who carry out the work and / or service respect this confidentiality obligation.

5. Intellectual Property

5.1. Unless otherwise stated, GLS remains the owner of the intellectual property rights to its work and / or service.

5.2. The client undertakes to guarantee GLS against any third-party action due to a violation of property rights and / or intellectual property rights, within the framework of the contract.

5.3. For any work and / or service for third parties, in the widest sense of the term, the client undertakes to mention "Type of work / service - © - Global Lingua Services.

(Example: "Translation - © - Global Lingua Services –

6. Deadline and delivery

6.1. GLS undertakes to deliver the work and / or service within the deadline agreed by the parties.

6.2. In the event of a delivery being at least 48 hours late, provided that this delay definitively causes irreparable damage to the client and the delay is directly and exclusively linked to GLS, and if the client makes an express request within the 48 hours following the agreed delivery date, the client will receive reimbursement with the exact amount being agreed by the parties. This reimbursement may be up to a maximum of 70% of the value of the work and / or service delivered late.

6.3. GLS will deliver work electronically. Any work delivered on a floppy disk, DVD, CD, CD-ROM or video, or in a specific format or using special software, will be invoiced as a supplementary item, unless otherwise agreed. In no event may GLS be held responsible in the event of the media and / or format and / or software being faulty, illegible, in a poor state or unusable.

6.4. In no event may GLS be held responsible for any delays when the work is sent by fax, modem, e-mail or any other postal or delivery methods which are not directly controlled by it.

7. Payment

7.1. GLS's invoices are in Euros and are payable in Luxembourg. All charges relating to financial transactions must be paid by the client and, if necessary, will be invoiced as an additional item by GLS.

7.2. In the event of payment by cheque drawn on a Luxembourg bank, the client will be liable for a fixed sum of €12 and in the event of payment by cheque drawn on a foreign bank, the client will be liable for a fixed sum of €25. Unless otherwise stated, invoices are due for payment within 15 days of issue.

7.3. In application of the law), any invoice that is not fully settled by the payment deadline in Point 7.4, will incur, automatically and without any notification, a late payment interest rate equal to the ECB rate, increased by 7% and rounded up to the next half point, as well as any collection costs, particularly notification costs, lawyers' costs and fees and legal fees, from the date of the invoice and with a minimum amount of €150.

7.5. Any invoice which has not been fully settled within the deadline set out in Point 7.4 will incur, automatically and without any notification, fixed compensation equal to 10% of the amount of the unpaid invoice(s), or the part(s) of the invoice(s) which have not been paid, with a minimum of €150.

7.6. In the event of the client not settling outstanding debts with GLS, the latter has the right to suspend all deliveries until full payment of outstanding debts (principal and other charges) is received. This right still applies even if the client has already settled the suspended delivery.

7.7. The client cannot claim any, contractual, legal or judicial, set-off to its benefit.

7.8. For interpreting assignments as well as for work and / or services over €2,500 (including VAT), a 50% down payment will be required on the day of acceptance by GLS (see Point 3.1). GLS reserves the right to terminate any contract, automatically and without notification, if the down payment is not paid, without prejudice to any damages suffered by GLS.

7.9. All prices indicated in our quotations do not include VAT. They do not include taxes or charges, in particular import taxes, packaging, loading and unloading, transport and insurance costs, unless expressly indicated in writing.

7.10. Our agents, representatives and employees are not authorized to discharge invoices. GLS only recognises payments if its legally authorised representatives have issued a receipt.

8. Responsibility

8.1. In order to be opposable to GLS, any complaints must be made by the client within 48 hours of delivery. Complaints must be explained in writing, with the client specifying in detail its comments and / or the nature and the extent of the damage suffered or which will be suffered by the client, and if necessary must be accompanied by supporting documents.

8.2. In no event may GLS be held responsible for complaints relating to style, layout, characters, presentation, type or format of the media, format, software etc.

8.3. At delivery as per Point 6.3 GLS may not be held responsible for damages or difficulties related to the use of systems or media, such as viruses, Trojans, malware etc.

8.4. GLS accepts no liability regarding damages which may appear following work or a service that it has provided. GLS may not be held responsible for the destruction or loss of documents, information and other data that the client entrusted it with so that the work and / or service could be carried out in a satisfactory manner.

9. Contract cancellation and termination 9.1. In the event of an order being retracted by the client, the work and / or service, once accepted by GLS (see Point 2.1) and begun will be invoiced at 100%, otherwise work that has not been started will be invoiced at 70% of the amount agreed by the parties.

9.2. In the event of the client not respecting its obligations, including in the event of bankruptcy or insolvency, GLS is authorized to terminate the contract without having to provide any sort of compensation. In the event of this happening, GLS reserves the right to claim all amounts owed in accordance with the contract.

10. Complaints

10.1. Unless otherwise stated, the client will send any complaints to GLS within 48 hours of delivery. The complaint must be made in writing and must be explained, with the client providing detailed comments. Once this period has passed, the work and / or service will be understood to have been fully accepted by the client.

10.2. In the event of a complaint being made within the established time period, GLS undertakes, at its own cost and within a limited period of time, to impartially re-examine the disputed work and / or service and to make any modifications it judges to be necessary. In no event may faults in one part of the work and / or service call into question the validity of the entire work and / or service.

11. Disputes and legislation

11.1 All contracts between GLS and its clients are subject to Luxembourg law. 11.2 Any dispute relating to the conclusion, validity, interpretation or execution of the contract or of contracts resulting from it will be under the exclusive jurisdiction of the courts of the GLS head office.

11.3 The contract and all the resulting obligations will be

considered as agreed, executed and for execution in Luxembourg law.

12. GENERAL TERMS AND CONDITIONS FOR EQUIPMENT HIRE

12.1. Obligation to provide full information before the event

12.1.1 As soon as the invitation to tender is made, and at the latest five days before the event, the hirer must provide all information about the event, including the venue, start and end time, times during which the equipment can be set up and dismantled, all useful, c.q. necessary, details about technical components and systems as well as the duration of usage, and any other information which could be reasonably important for the smooth running of the services and systems.

12.1.2 The hirer alone is fully responsible for the prejudicial or non- prejudicial consequences of information which is not provided, is late, incomplete or wrong. 2.1.3. It is the hirer's responsibility to prove that s/he has fully fulfilled this obligation within the stated deadline.

12.2. Hirer's obligations

12.2.1 The hirer must make the venue where the event will take place available to GLS during the period required for assembly and dismantling as well as for any improvements to the system(s) which are requested or required. The hirer will ensure that the venue is correctly set up so that the GLS's assignment runs smoothly without any hitches or restrictions. The hirer undertakes to supply the electricity needed for the optimum functioning of the systems. In no event will GLS be liable for the systems not running correctly due to electricity or other problems.

12.2.2 As soon as the technical components and systems arrive on the premises where the event will take place and until the moment when they are dismantled, they are the exclusive responsibility of the hirer who is liable for all risks, without any distinctions or reserves, even for risks caused by third parties.

The hirer will ensure that there is heating and continuous supervision even when the equipment is temporarily not being used (breaks, interruptions and rest periods). The hirer must pay immediate and full compensation (amounting to the new value of goods including VAT) for missing or damaged equipment. In particular, the hirer is responsible for the simultaneous interpreting receivers and is also responsible for their distribution and ensuring that the people controlling them are present.

12.2.3 The hirer must take out an insurance policy for the equipment and system in particular but also (with this being a non-exhaustive list) for loss, theft, fire, water and electricity damage, as well as for material and human damages (material, physical or moral) sustained by the interpreters during or due to them carrying out the assignment.

12.2.4 The hirer guarantees that the event is legal and that s/he holds the necessary authorisations. In the event of total or partial cancellation due to authorisation(s) not being obtained, the hirer will owe GLS the full amount stated on the tender or the invoice.

12.3. Liability of GLS

In no event will GLS be held liable for any defects in the technical components or systems.