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Dear Supplier,

We are delighted to welcome you to our team of translation partners! The Telelingua group was founded in Brussels in 1985, and has more than 30 years' experience in the multilingual translation and localization industry. We manage large-scale, complex projects, as well as everyday translations that require an immediate response. We are ranked in the world's top 25 translation companies, and employ roughly 250 people in 10 offices worldwide.

Please find hereunder our General Purchasing Terms and Conditions. This document stipulates both your and our responsibilities and regulates all (legal and technical) aspects of our collaboration.

If you have any questions or remarks concerning these Conditions, please contact our Recruitment Department at belgium@telelingua.com.

Make sure to always remain in contact with your Project Manager in case of delay, technical problems, translation or terminology issues, etc. Prevention is better than cure, and many problems can be solved if tackled in time. As well, keep us informed of your availability, prolonged absences, etc.

Be assured that we put very high value in our communication and dialogue with you, since we aim for a mutually beneficial and agreeable long-term collaboration.

*We thank you for your collaboration.
Kind regards,*

Andreas Jacobi, CEO

GENERAL PURCHASING TERMS AND CONDITIONS

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APPLICABILITY

These General Conditions apply to all purchases of Services, as described below under “Definitions”, that are related to our business.

These General Conditions shall supersede, without exception, any and all of Supplier’s conditions of sale and/or quotation, acceptance, purchase and/or delivery notes, even if they stipulate the opposite.

1. DEFINITIONS

- 1.1. **“Purchaser”** means Telelingua International sa/nv, who procures Services from Supplier under the Agreement.
- 1.2. **“Supplier”** means the Supplier of the Services purchased by Purchaser under the Agreement.
- 1.3. **“Services”** include, but are not limited to: translation, localization, review, revision, proofreading, subtitling, quality control, terminology, SEM, post-editing and conformity checks.
- 1.4. **“Agreement”** means the following contractual documents:
 - (1) these General Purchasing Terms and Conditions (“General Conditions”),
 - (2) the written Purchase Order (“PO”),
 - (3) if applicable, specific conditions put in writing by Purchaser,
 - (4) the Collateral material which Purchaser puts at the disposal of Supplier for the execution of the order.
- 1.5. **“Collateral material”** means any linguistic or non-linguistic material, written or recorded, or information or content which Purchaser puts at the disposal of Supplier for the purpose of performing the Agreement, including, but not limited to: source files, target files, translation memories, terminology databases, documentation of any kind, drawings, technical documents, software, programs or other data-bearing media in whatever format.
- 1.6. **“Source”** means the original data (text, file or document) that is the starting point for the performance of a Service by Supplier. It can also mean the language of these data (source language).
- 1.7. **“Target”** means the data (text, file or document) that is the final result of the performance of a Service by Supplier. It can also mean the language of these data (target language).
- 1.8. **“Review”** means monolingual (target) examination of translation output for the suitability of its target language content for the agreed purpose.
- 1.9. **“Revision”** means bilingual (source-target) examination of translation output by a second translator for the suitability of its target language content for the agreed purpose.
- 1.10. **“Proofreading”** means checking of proofs before publishing, and applying corrective measures.

- 1.11. **“Post-editing”** means improving the raw output from machine translation to reach a quality comparable to a high-quality human and publishable translation standard (including, but not limited to: lexical errors, syntax errors, appropriate style, fluency, etc.)

2. SCOPE OF THE AGREEMENT

- 2.1. Purchaser shall only be bound if the Agreement is made in writing (verbal orders are null and void).
- 2.2. Supplier shall not make any deviating comments on any of the 4 contractual documents mentioned above under “Agreement”, otherwise Purchaser shall be entitled to cancel the order without any right of Supplier to compensation.
- 2.3. Supplier shall confirm the PO in writing (by e-mail) within 24 hours of its receipt. The Agreement shall become effective on the date of confirmation by the Supplier.
- 2.4. If Supplier does not confirm the PO within 24 hours, Purchaser reserves the right to cancel the PO.

Subcontracting

- 2.5. In case Supplier is a *freelance translator*, he/she is not allowed to transfer the translation to another subcontractor without the permission of the Purchaser.
- 2.6. In case Supplier is a *legal entity* (another translation agency, company or Language Service Provider), who in turn works with freelance translators, then the party bearing the legal responsibility towards Purchaser remains Supplier.

3. TIMING & DEADLINES

Obligation to notify

- 3.1. Supplier warrants that he has sufficient business capacity in order to perform the Agreement in a timely and appropriate manner.
- 3.2. Delivery of Services shall be made on the date (and time) specified on the PO. Such date is binding and Supplier shall be automatically in default by the non-respect of this date.
- 3.3. Should Supplier become aware of reasons to believe that the agreed delivery date cannot be met, Supplier shall immediately notify Purchaser in writing (e-mail), stating the cause of the delay and an estimated delivery date. In this case, Purchaser is entitled to (1) accept partial delivery against partial payment and reject the parts of the Services that exceed the deadline, or, (2) notify Supplier of the release from all further obligations under the relevant PO, without any payment.
- 3.4. In the event that an agreed deadline is willfully or negligently exceeded by Supplier, without informing Purchaser and/or without the latter’s prior agreement, Purchaser shall be entitled to compensation for all additional costs and expenses incurred as a result thereof, which Purchaser could have avoided if the notice had been duly given by Supplier.

Force majeure

3.5. The performance required from Supplier by the Agreement, shall be extended by Purchaser with a reasonable period of time if such performance is impeded by an unforeseeable event beyond Supplier's control (including, but not limited to: acts of God, riots, wars and power failures). In such case of *force majeure*, Supplier shall promptly notify and furnish Purchaser in writing with all relevant information thereto. Should an event of *force majeure* continue for a consecutive period of more than three (3) days, Purchaser shall have the right to terminate the Agreement. In such a case, Purchaser shall pay to Supplier the price of Services delivered up to the date of termination.

4. PRICES, POS, INVOICES & PAYMENTS

Prices

- 4.1. The prices are always agreed upon in writing, being mentioned on the PO and/or on another of the contractual documents.
- 4.2. Should any changes occur during the execution of the Agreement (e.g. more or less volume), then the PO will be amended accordingly by Purchaser and confirmed by Supplier within 24 hours of receipt of the amended PO.
- 4.3. All prices are indicated exclusive of VAT or other taxes.

POs & invoices

- 4.4. A PO does not serve as an invoice.
- 4.5. At the end of each month, Supplier shall send to Purchaser one overall invoice that regroups all the Services delivered during that month. This invoice must indicate all PO numbers of that month and their related costs, as well as the total amount of the invoice. Individual invoices per PO are not accepted.
- 4.6. Each invoice must clearly state all legally required notices:
 - A. regarding Supplier: business name, full address, VAT number (if applicable) or another identification number, bank name & address, name of account holder, invoice number, invoice date, and, according to applicability: IBAN/account number, intermediary Bank (USA), SWIFT code or PayPal/Skrill address;
 - B. regarding Purchaser TELELINGUA INTERNATIONAL SA/NV, Avenue Albert Lancasterlaan 79A, 1180 Bruxelles, Belgium, VAT: BE-0451.005.062
- 4.7. Incomplete invoices will not be accepted.
- 4.8. The invoice date must be the last day of the month at the latest, and be sent to Purchaser no later than 3 working days after this date. In any case, invoices relating to Services performed and delivered during a given year must be received by Purchaser 2 months after the end of that year at the latest. Failing this, such invoices will not be registered and Purchaser reserves the right to consider each case and pay or not pay as Purchaser sees fit.

- 4.9. Invoices shall be sent by e-mail to accounting_belgium@telelingua.com, unless otherwise specified. Invoices should not be sent to the Project Managers.
- 4.10. To the extent that Purchaser uses an electronic validation system for the invoices (e.g. an invoicing template, an online invoicing system, etc.), Supplier undertakes to use and comply with such system upon Purchaser's request and in accordance with Purchaser's instructions.
- 4.11. Payments are made within 45 days from the end of the month of the invoice.
- 4.12. Payment shall be made into the account of Supplier mentioned on the invoice and/or registered by the Accounting Department. The standard method of payment is by bank transfer with shared costs ("SHA": costs charged by Supplier's bank are borne by Supplier; costs charged by Purchaser's bank are borne by Purchaser).
- 4.13. Alternative methods such as PayPal must be agreed to in advance by Purchaser's Accounting Department. Alternative payment methods are valid as a temporary solution and for small amounts. There is no guarantee that such alternative methods will be used for every subsequent payment.
- 4.14. Enquiries about payments or invoices can be addressed to accounting_belgium@telelingua.com.

5. QUALITY STANDARDS

- 5.1. Without prejudice to any stricter legal or other obligation, Supplier warrants that all Services to be delivered are (1) in compliance with the specifications of the Agreement, and (2) in compliance with the usual national and international standards, regulations, characteristics and requirements for such Services in the normal course of business, and (3) free from errors or non-conformities through negligence, carelessness, inattention or professional misconduct.
- 5.2. In case of failure to comply with any term of the Agreement, or if a service does not meet the objective quality standards of Purchaser or its client, then Purchaser can opt to accept partial delivery against partial payment, to have modifications made by a third party at Supplier's expense (deducted from the value of the Agreement), or to refuse the service in its entirety without payment.
- 5.3. Purchaser will provide proof and explanation of the errors or non-conformities before deducting the extra expenses incurred as a result of the third-party modification of the Services.

Translation

- 5.4. Without exception, Supplier must be a native speaker of the target language and must have a profound and proficient knowledge of the source language.
- 5.5. Under the stipulations of the Agreement, Supplier shall translate the source language into the target language in such a way as to produce a translation that
 - A. strictly respects the meaning of the source language.
 - B. strictly complies with the rules of the linguistic system of the target language and is appropriate for the target audience and purpose. This includes, but is not limited to:

- a. Grammar: Supplier shall comply with all current official rules relating to syntax, spelling, punctuation, etc.;
 - b. Lexis: Supplier shall observe lexical cohesion and phraseology;
 - c. Style: Supplier shall use a style appropriate for the target audience and the purpose of the translation;
 - d. Locale: Supplier shall comply with the set of characteristics, information or conventions specific to the linguistic, cultural, technical and geographical conventions of a target audience.
- C. strictly maintains or reproduces the formatting of the source language in the target language (unless other instructions are specified by Purchaser).
- D. strictly adheres to all reference materials provided by Purchaser. This includes, but is not limited to:
- a. Terminology: Supplier shall comply with domain-specific terminology, or any other terminology provided by Purchaser, as well as ensure terminological consistency throughout the translation;
 - b. Translation memories;
 - c. Other collateral material.

Quality checks

5.6. *In case Supplier is a freelance translator:*

Upon completion of the initial translation, and before delivery to Purchaser, Supplier shall carry out a thorough **review** of his/her own translation (see definition under 1.8). This review must always include an automated check of the target text with the use of a spelling checker, and preferably, the use of a QA tool (QA Distiller, Studio (QA Checker, Grammar Checker, Terminology Verifier, Tag Verifier), Antidote, Xbench, Okapi Tools, etc.). In case of Studio, Supplier is required to use the “Check Spelling” and “Verify” functions before delivering the Return Package.

The review shall also include checking that the meaning has been conveyed, that there are no omissions or errors and that the defined Agreement specifications have been met.

5.7. *In case Supplier is a legal entity (a translation agency, company, team of translators or Language Service Provider):*

Upon completion of the initial translation, and before delivery to Purchaser, Supplier shall carry out a thorough **revision** of the translation (see definition under 1.9).

This revision must be done according to the stipulations of the ISO 17100 standard (formerly EN 15038), i.e. revision by a second translator.

This revision must always include a thorough comparison of the source and target texts for meaning, accuracy, consistency, style, omissions, errors, terminology, etc., as well as a check of the lexis and locale of the target text (as defined in item 5.5).

5.8. If necessary, Supplier shall take any corrective measures required to rectify the quality of the translation.

Validation

- 5.9. If necessary, Supplier can ask Purchaser to have certain choices validated by the client, before the agreed delivery date. Purchaser undertakes to answer questions as quickly as possible and at the latest before the delivery date agreed with Supplier.

Use of Computer-Assisted Translation (CAT) tools

- 5.10. The use of CAT tools, including, but not limited to, Translation Memory (TM) tools, Terminology Management tools, and Quality Assurance tools, falls under the restrictions of the chapter “Confidentiality” hereunder.
- 5.11. In case Supplier uses a CAT tool, Supplier is solely responsible in case of its illegal or improper use.
- 5.12. Supplier is responsible for correcting the effects of the use of a CAT tool on the content or formatting of the translation.
- 5.13. The translator also undertakes to deliver a “Return Package” (when Trados Studio is used) or the requested bilingual and target files for each project.

Use of Machine Translation (MT) tools

- 5.14. For reasons of **confidentiality**, **traceability** and **quality**, Purchaser wishes to remain informed as much as possible of the individual actions and stages of the translation process used by Supplier. Therefore it is strictly forbidden for Supplier to use a Machine Translation tool or an automatic translation system of any kind, whether on-line or not (e.g. Google Translate), unless otherwise specified in the Agreement.
- 5.15. In case Purchaser does give permission to Supplier to use a Machine Translation tool or an automatic translation system, Supplier is obliged to post-edit (edit and correct) the translation (see 1.11). All stipulations regarding quality and confidentiality mentioned in these General Conditions remain valid. See also 6.18.

6. CONFIDENTIALITY

Collateral material

- 6.1. All and any Collateral material or any other content or information relating to the Agreement, whether it is covered by intellectual property rights of Purchaser or not, that is provided by Purchaser to Supplier, remains the exclusive property of Purchaser or, if applicable, Purchaser’s client.
- 6.2. Collateral material specifically prepared in view of the Agreement, either by Purchaser or Supplier (including, but not limited to: translation memories, terminology databases, etc.), remains the exclusive property of Purchaser, and Purchaser shall have the unrestricted right to use such material for the purposes intended by the purchase of the Services.
- 6.3. The Collateral material may not be used by Supplier for any purpose other than for the performance of the Agreement.

- 6.4. Supplier shall verify the correctness and appropriateness of the Collateral material before performance of the Agreement and report deviations or defects to Purchaser.
- 6.5. Supplier is allowed to store Collateral material on a local data-bearing medium only for the duration of the Agreement and a period of 1 month after the delivery (Purchaser shall stock and archive all material for future use).
- 6.6. All and any Collateral material shall be returned to Purchaser upon first request or within 1 month at the latest after completion of the Agreement.
- 6.7. In case of Collateral material that cannot be returned, it must be destroyed or deleted within 1 month at the latest after completion of the Agreement.
- 6.8. It is forbidden to keep copies of the Collateral material in the Cloud or on any other data-bearing media in whatever format after the completion of the Agreement.
- 6.9. It is forbidden to copy, reproduce or distribute any Collateral material without prior express written approval by Purchaser.
- 6.10. Supplier is responsible for ensuring that no Collateral material, nor any other information provided by Purchaser, in whatever format, is brought to the knowledge of third parties, without prior written authorization by Purchaser.

Non-disclosure

- 6.11. Supplier shall observe secrecy with regard to everything relating to Purchaser's business that comes to its attention, except only where Supplier is under a legal duty to make some information public or the information has become public knowledge for a reason that is not the fault of Supplier. Supplier shall impose the same obligation on employees and/or third parties and/or subcontractors.
- 6.12. Unless this is agreed upon otherwise in writing by Purchaser, Supplier cannot use Purchaser as a reference.
- 6.13. Supplier may never enter into direct contact with Purchaser's clients unless authorized to do so by Purchaser as an exception, and when this proves to be necessary to ensure that the Agreement is correctly completed. In this case, it is forbidden for Supplier to pass on any personal or business information to the client (prices, telephone number, e-mail address, etc.)
- 6.14. Supplier undertakes not to seek work directly from a client, and not to actively approach a client. This stipulation does not apply if Supplier has provided Services directly to the client within the last two years prior to the signature of these General Conditions. In this case, Supplier shall provide Purchaser with documents evidencing its prior collaboration with the client (e.g. invoices).

Use of IT equipment

- 6.15. Supplier undertakes to take measures for the active digital and physical protection of any and all collateral material related to the Agreement, in particular virus scanners, firewalls, passwords, idle times, controlled office entrance etc.

Audit

6.16. Purchaser retains the right to verify that Supplier is performing its obligations in accordance with the terms and conditions of the Agreement. At any moment during the term of the Agreement, Purchaser shall be entitled to inspect the premises of Supplier and its subcontractors, in order to audit all quality, confidentiality and security systems.

Obligation to notify

6.17. Supplier shall inform Purchaser immediately of any infringement or possible infringement of any of the stipulations and rules mentioned above.

Liability

6.18. Any case of professional misconduct, any failure to abide by the above rules or, in general, any negligence or error that can be clearly attributed to Supplier entrusted with the Agreement, and that constitutes a breach of these rules, may incur Supplier's liability. Supplier will consequently be obliged to compensate Purchaser, if need be, for any payment that Purchaser is required to make to its client as a result of the breach of these rules. The compensation payable to Purchaser will be set according to the standard legal regulations on the matter and limited to the value of the Agreement.

6.19. Failure to abide by these rules shall automatically put a definitive end to the working relationship between Purchaser and Supplier.

Insurance

6.20. Supplier confirms that they have and shall maintain in force for as long as they have any obligation under the Agreement towards the Purchaser, at their own cost and from a reputable insurance company, adequate civil liability insurance *or* professional indemnity insurance, *or* both.

7. GOVERNING LAW AND ARBITRATION

7.1. Supplier warrants that they will comply with the applicable laws and regulations of the country or countries having jurisdiction over Supplier.

7.2. The Agreement, as well as any legal matters connected therewith, shall be governed by the national law of the country where Telelingua International sa/nv has its registered place of business.

7.3. In the event of a dispute between Purchaser and Supplier arising out of or relating to the Agreement, the courts and justices of the country where Telelingua International sa/nv has its registered place of business, shall have sole jurisdiction, even if the invoice has already been settled. In no event shall any payment by Purchaser constitute a waiver by Purchaser of any breach of the Agreement or of any default which may then exist on the part of Supplier.

7.4. The parties undertake and agree that all arbitral proceedings shall be kept confidential, and all information, documentation and materials in whatever form disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

I undersigned, Supplier, acknowledge that I have read the General Purchasing Terms and Conditions of Telelingua International sa/nv.

I have signed below to indicate my acceptance of these conditions, and accept that they apply to all orders that I receive from Purchaser.

Legal business name + Name of representative (Surname + name for freelancers)	
Commercial register no. (if any)	
VAT registration no. (if any)	
Full legal address	

Place: _____ Date: _____

Signature (preceded by the handwritten statement "read and approved"):
