

AlphaBest's General Conditions of Sale

1. Applicability of the General Conditions

- 1.1. Unless explicitly agreed otherwise, these General Conditions are applicable to all offers, orders, deliveries of products and provisions of services performed by AlphaBest and to all the agreements concluded between AlphaBest and the Client.
- 1.2. By filling in and completing the purchase order and/or the estimate according to the process indicated by AlphaBest, the Client unreservedly accepts these General Conditions of Sale.
- 1.3. Only modifications in writing signed by both parties shall derogate from these General Conditions. The Client's order conditions may not be invoked against AlphaBest.
- 1.4. AlphaBest reserves the right to amend these General Conditions without notice. The new amended General Conditions will be applied immediately except as far as orders already accepted by AlphaBest are concerned and which remain governed by the General Conditions in force on the date of confirmation of the order.

2. Identification

For any question or any potential complaint, the Client may apply to:

"AlphaBest"
Contact: Marianne Gosse
Address: 46, rue du Baty in 1370 Lathuy
Email: marianne.gosse@alphabest.eu
Phone: 010 84 66 54
Corporate (BCE) No.: 0897.527.637

3. Proposed services

The proposed services are in particular: translation, interpreting and proofreading services, regardless of their form, their content and the place where such services are provided.

4. Conclusion of the contract

- 4.1. The offers appearing on AlphaBest's website are in no way binding. The services presented for purchase are in no way to be considered as a contractual proposal and therefore a contractual relationship may not arise from the Client merely notifying its readiness to acquire them, outside the order process.
- 4.2. The Client must be at least eighteen years of age to be allowed to place an order with AlphaBest. By confirming its order, the Client declares that he meets the age condition required by these General Conditions.
- 4.3. The Client is contractually committed after having regularly and fully completed the order process that comprises several phases:

- The Client places an order with AlphaBest using the website contact form, by phone, by fax or by email,
- The Client is then invited to encode some data concerning the Client and concerning the services he wishes to order. The Client enables AlphaBest to assess the level of difficulty of the services required,
- AlphaBest then sends an estimate in writing (fax, email or letter),
- The estimate accepted by the Client serves as a firm and final order. AlphaBest is not bound to begin providing the service before receipt of the duly accepted estimate or the purchase order issued by the Client. Unless otherwise agreed by way of derogation in writing, estimates are valid for a period of 5 days.
- If necessary, the Client is requested to make a payment on account according to the methods of payment proposed by AlphaBest.

5. No right of withdrawal

The consumer Client is not entitled to a right of withdrawal from the moment when fulfilment of the service has begun, with the consumer Client's agreement, before the end of the 14-day cooling-off period.

6. Acceptance and delivery

- 6.1.** The documents to be translated are provided by the Client in a digital form by email, diskette, CD or via an FTP site or in hard copy by messenger, courier or by post. They are accompanied by any reference document that the Client may deem useful to make available to AlphaBest in order to assist it in its assignment, especially glossaries, lexicons, terminology bases or translations previously carried out and validated by the Client. AlphaBest will perform the service according to relevant best practices within the limit of the demands laid down by the Client. The Client is required to personally insure the original documents and media sent and entrusted to AlphaBest.
- 6.2.** AlphaBest shall take all appropriate steps to ensure delivery of the ordered work in compliance with the deadlines stipulated on the estimate accepted by the Client. Any additional provision of services requested by the Client while the assignment is in progress (additional pages or files) will extend the delivery deadline. The work is delivered to the Client according to the form of its choice: in a digital form by email, diskette, CD or via an FTP site or in hard copy by messenger, courier or by post. The costs related to delivery (excluding digital media) of the translated documents are borne by the Client. Any delivery delay shall not systematically give rise to compensation unless agreed between the Client and AlphaBest. Any Client in arrears with its contractual obligations to AlphaBest is likely to see its delivery dependent on the prior fulfilment of its obligations to AlphaBest.

7. Invoicing

AlphaBest's estimates are drawn up on the basis of the rates in force on the day of the order and the specificities of the service provided according to the information provided by the Client in order to draw up that estimate and only represent approximations. Invoices are drawn up and sent to the Client after the service has been performed. If an order should be cancelled by the Client, the work completed by AlphaBest to the date of cancellation is invoiced in full. The price may be increased for

a rush job or if evening, weekend or night work is required or when the job requires special terminology research.

8. Terms of payment

- 8.1.** AlphaBest's invoices or fees are payable within 30 days of the invoice date, unless otherwise agreed or indicated on the invoice.
- 8.2.** Services provided for which the amount exceeds EUR 2,000 entail the payment of an advance payment amounting to 30% of the order.
- 8.3.** Any sum owed to AlphaBest and not settled by the contractual due date shall entail, as of right and without notice, the charging of interest on overdue payment on the basis of a rate of 12%/year. For any overdue payment, the Client shall, in addition to the principal amount, pay compensation set at a flat rate of 10% of the outstanding sums with a minimum of € 125.00 and without prejudice to contractual interest on arrears. In the event of overdue payment, AlphaBest reserves the right to suspend the orders in progress.

9. Liability

- 9.1.** The services are provided by AlphaBest in conformity with the principle of due diligence.
- 9.2.** If a disagreement should arise concerning the terminology used with the exception of any nuance of style, AlphaBest undertakes to use its best endeavours as far as reasonably possible to find the most appropriate solution to meet the Client's demands, on the understanding that this may under no circumstances be invoked to challenge the service provided as a whole. AlphaBest then does its utmost to make the corrections in the shortest possible time.
- 9.3.** AlphaBest shall not be liable for any delay in performance of the work due to sickness, accident or temporary inability of a subcontractor.
- 9.4.** AlphaBest may not be held liable for a delay in delivery or loss of the source text or the translation by third parties (post, courier services). AlphaBest declines any responsibility regarding shortcomings in the text sent by the Client.
- 9.5.** AlphaBest may only be held liable in the event of gross negligence. In all other cases, except in cases of fraud, AlphaBest's liability will always be limited to the sums invoiced to the client and/or to the prime contractor or paid by the latter and relating to the provision of the services in question. AlphaBest may not be held liable, under any circumstances, for indirect losses, including the increase in general expenses, loss of clients or profits, the disappearance, substitution or deterioration of electronic data. This list is not exhaustive.

10. Complaints

- 10.1.** Any complaint is sent within eight days of delivery of the translation, failing which it will be declared null and void. Any invoice or fees that are not contested within eight days are deemed to be accepted.

10.2. Complaints or objections concerning the nonconformity of the translation, received within the contractual time limit, must state the detailed grounds on which they are based with reference to dictionaries, glossaries or equivalent texts written by native speakers. Refusal of a translation without good reason shall not justify non-payment of the invoice or fees.

11. Cancellation of the order

In the event of unilateral cancellation of the contract, the client shall be liable to pay compensation to AlphaBest. This compensation will be composed of an indemnity for the services already provided, invoiced on the basis of AlphaBest's current rates, together with a fixed rate of compensation equivalent to 20% of the agreed price, subject to the provision of proof of more extensive losses.

12. Copyright

Unless otherwise explicitly stipulated in the contract in writing, AlphaBest retains the copyrights for the translations, texts and educational material it has created. In particular, these may be reproduced in any form whatever, in whole or in part, by any means whatever, including by electronic means, without the Client's prior and explicit agreement in writing.

The Client shall hold AlphaBest harmless against any action by a third party for an alleged infringement of property rights, patent rights or copyrights, or any other intellectual property right in connection with the performance of the contract.

13. Force majeure

13.1. In cases of force majeure, the party that is the victim of an event of force majeure shall be released from any liability. It may reduce commitments, terminate the agreement or cancel or suspend performance of it, without being held liable to pay any compensation.

13.2. In particular, the following are considered by the parties as cases of force majeure: wars, civil wars, strikes, lockouts, machine breakdowns, fire, floods, interruption in transport services, difficulties affecting supplies of raw materials, stocks and power, restrictions or provisions imposed by the authorities, delays due to suppliers and, generally speaking, any cause resulting in the total or partial layoff of AlphaBest or of its suppliers.

14. Privacy and confidentiality

14.1. Private data concerning Clients are contained in AlphaBest's database. The person responsible for processing is AlphaBest.

14.2. By approving the General Conditions of Sale, the Client has agreed to its data being recorded and processed by AlphaBest:

- for administrative purposes,
- with a view to the management of contractual and customer relations (during exchanges of correspondence in the context of the contractual relationship or in the event of disputes),
- with a view to conducting market research,
- with a view to performance of the contract,
- with a view to carrying out informational or promotional operations about AlphaBest's products and services.

14.3. The Client has the right to object free of charge to the processing of its data for commercial prospection or direct marketing purposes by sending an email to the address info@AlphaBest.eu. The Client has the right to ask to consult the data concerning it and to obtain correction of any inaccurate data. The Client sends an email for this purpose to the address info@alphabest.eu.

15. Applicable law – Area of jurisdiction

13.1. The contractual relations between AlphaBest and the Client are subject to Belgian law regardless of the parties' nationalities.

13.2. The courts and tribunals of Nivelles shall have sole jurisdiction in any dispute.

13.3. All the Parties agree to the principle of electronic proof (for example: emails, backups, etc.) in the context of their relationship.