

**General Terms for Translation
and Validation Services**

**DIPS Bulgaria Ltd
DIPS Belgium bvba**

1. General

- 1.1. As herein defined, with "Service Provider" is meant the legal entities "DIPS Belgium bvba" and/or DIPS Bulgaria Ltd, alone or combined.
- 1.2. The Agreement between **Service Provider** and the Client about translation and validation services provided by **Service Provider** shall be subject to these General Terms for Translation and Validation Services.
- 1.3. The General Terms for Translation and Validation Services of **Service Provider** shall always take precedence over those of the Client.
- 1.4. 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 **Service Provider** 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.
- 1.5. 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.
- 1.6. Any time period given in days is calculated as the sum of consecutive working and non-working days.
- 1.7. Entities DIPS Bulgaria Ltd and DIPS Belgium bvba are entitled, for any order, to transfer their obligations and liabilities with regards to the Translation and Validation Services to each other, with the proviso that the liability for the validation services will always remain with DIPS Belgium bvba.

2. Offers, Assignments and Establishment of the Agreement

- 2.1. All offers of **Service Provider** shall be made in writing.
- 2.2. All assignments of the Client shall be made in writing.
- 2.3. All offers and fees of **Service Provider** 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 **Service Provider** has been able to view the source text (i.e. the text to be translated or validated) can be revoked by **Service Provider** .

- 2.5 The Agreement is established by the written acceptance by the Client of an offer or by written confirmation by **Service Provider** 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 **Service Provider** has reasonable doubts whether the Client will be able to fulfill his obligations within the terms of the Agreement, in particular his payment obligations, **Service Provider** 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, **Service Provider** 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 **Service Provider** .
- 3.2 If any terms or fees are changed by **Service Provider** , 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 **Service Provider** is made aware of the withdrawal, either orally or in writing. **Service Provider** 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 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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, **Service Provider** 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 **Service Provider** 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 **Service Provider** 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. **Service Provider** is not liable for any translation errors in the text, if said text has not been produced by **Service Provider** .

Confidentiality

- 4.10 **Service Provider** 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, **Service Provider** 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. **Service Provider** will impose the same confidentiality conditions on said third party. However, **Service Provider** is not liable for a breach of confidentiality by said third party when **Service Provider** 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 **Service Provider** 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. **Service Provider** is obliged to immediately inform the Client when it becomes clear to **Service Provider** 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 **Service Provider** 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. **Service Provider** 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, **Service Provider** 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. **Service Provider** 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 **Service Provider** 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 **Service Provider** .
- 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 **Service Provider** .

- 7.3 If the Client has reasonable doubts about the correctness of certain translations or validations and **Service Provider** is asked to verify or comment on such translations or validations, and if **Service Provider** can make a reasonable case that said translations or validations are correct, **Service Provider** 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 **Service Provider** acknowledges any fault.
- 7.5 If a complaint is found legitimate, **Service Provider** 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 **Service Provider** 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 1.4.
- 9.2 **Service Provider** can only be held liable for the safekeeping of the additional material as defined in paragraph 4.5.
- 9.3 **Service Provider** can only be held liable for the quality of the translation, not for the content of the translation.
- 9.4 **Service Provider** can only be held liable for the damage that is the direct and demonstrable consequence of an accountable fault of **Service Provider** . **Service Provider** is not liable for any other damages, such as - but not limited to - indirect damages and loss of profits.
- 9.5 **Service Provider** 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, **Service Provider** may commit itself to deliver the translated text in a similar lay-out as the source text.
- 9.6 **Service Provider** 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 **Service Provider** or of circumstances beyond its control (force majeure). **Service Provider** will notify the Client accordingly and within a reasonable time period in writing.
- 9.7 **Service Provider** 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 **Service Provider** 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 **Service Provider** 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, **Service Provider** 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. **Service Provider** 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, **Service Provider** is entitled to partial or complete suspension or annulment of the assignment without any obligation to pay any damages.
- 10.2 In case **Service Provider** cannot satisfy its obligations arising from the Agreement as a result of circumstances beyond its influence, **Service Provider** 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 **Service Provider** 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 **Service Provider** with regard to the assignment.
- 11.2 The Client indemnifies **Service Provider** 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 **Service Provider**, the Competent Court is the court competent for the place of business of **Service Provider**.

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 ?