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## General Buying Conditions / Agreement

Contractual conditions for Freelance Independent Suppliers

Crealingua BVBA Contractual conditions for Freelance Independent Suppliers

### Article 1: General

**1.1.** The contractual relationship between Crealingua BVBA Vertaalbureau (**hereinafter referred to as: Crealingua**) registered in the Belgian Crossroads Bank of enterprises with the enterprise number 0479 854 545 and the Freelance Independent translator and/or Freelance Independent Supplier (**hereinafter referred to as: "The F.I.S."**), regardless of whether this supplier is a natural person or provides services through a legal entity, to whom Crealingua from time to time may request to perform ad-hoc translations, revisions or other tasks such as project management or any other administrative tasks in the broadest sense of the word, as a freelancer, is regulated by the present contractual conditions for Freelance suppliers, (**hereinafter "the agreement"**) which the F.I.S. is deemed to have read on the website [www.crealingua.be](http://www.crealingua.be) and who accepts these by the accepting of orders or the performing of translation assignments or other freelance assignments.

**1.2.** This agreement is also available in English. The Dutch version, however, does service as original version and is the only legally valid and binding version in case of any disputes or ambiguities.

**1.3.** This agreement may be amended from time to time without Crealingua having to do notify this. The F.I.S. should therefore verify, before accepting an assignment in the context of this agreement, which are the provisions that will apply to his/her actual assignment.

**1.4.** This agreement shall apply to the performance delivered by the F.I.S. from the time of acceptance of an assignment by the F.I.S. and takes precedence over any terms and conditions of sale of the F.I.S.

**Article 2: Status, fiscal matters, relationship**

The F.I.S., including but not limited to its representatives, employees, subsidiaries, divisions, agencies, sub-contractors and affiliated entities and enterprises, expressly acknowledge and agree that all services performed by the F.I.S. for, to, or on behalf of Crealingua are carried out as independent translator and/or independent supplier. Also the F.I.S. expressly recognises and agrees that the F.I.S. is not an employee of Crealingua, and declares and guarantees that:

**2.1.** The F.I.S. is not authorised to proceed with any representation, concluding of a contract or entering into a commitment on behalf of Crealingua, nor vice versa. The F.I.S. is not authorised to mention or reveal his/her cooperation with Crealingua on websites, company brochures, or through other public or social media, unless explicitly stated otherwise, and in writing confirmed by Crealingua. The F.I.S. has no say in management decisions or about concrete contracts of Crealingua.

**2.2.** The F.I.S. itself remains wholly and exclusively responsible for its compliance with the labour and tax legislation, including when the F.I.S. would make use of employees and/or subcontractors and all other regulations applying to the F.I.S. As a consequence Crealingua will not withhold any taxes or social security allowances from the fees of the F.I.S., regardless whether the F.I.S. is an individual or a company, nor exercise any influence on any employees or subcontractors of the F.I.S..

**2.3.** Crealingua will declare the gross fees of the F.I.S. in accordance with the Belgian tax legislation/regulations. The F.I.S. acknowledge and accept that the agreed remuneration for all assignments will be the only compensation to which he/she would be entitled, to the exclusion of any other fees or benefits, such as, but not limited to, premiums for overtime or benefits of any kind.

**2.4.** The F.I.S. will organise and run independently the implementation of all accepted assignments in a way that can be expected of an independent service provider, taking account the definition of the contract and in particular the associated delivery terms and high quality requirements, regardless whether the F.I.S. choose, in the execution of the assignment, to use employees and/or subcontractors. The F.I.S. remain fully and exclusively responsible with regard to Crealingua for the correct execution of the order, and Crealingua will not carry out any overview and not accept any responsibility for this.

**2.5.** The F.I.S. is not covered by Crealingua's insurance policies (including but not limited to: work disability, occupational accidents, unemployment, etc.). If the F.I.S. deem it necessary, he/she must itself take the necessary measures to conclude the appropriate insurance.

**2.6.** The cooperation between Crealingua and the F.I.S. is organised assignment by assignment, without any guarantee or appointments (implicitly or explicitly) on future assignments. The F.I.S. can never claim or count on future assignments, on a minimal turnover, or stability of the assignment volumes. Crealingua can cancel the services of the F.I.S. at any time, without stating the reason and without further obligations or termination fees, with the exception of payments due for services prior to the date of termination.

**2.7.** The F.I.S. may carry out freely services for other translation and/or interpretation agencies, or any other client in any market or context.

**2.8.** Crealingua will not regularly observe or monitor the F.I.S. while services are performed under the agreement and Crealingua will not regularly make available guidelines concerning the details of the

services provided by the F.I.S.. Where it is necessary for the proper execution of an assignment Crealingua can give guidelines for work methods to the F.I.S, either orally, in writing, at the beginning, during or at the end (feedback) of an assignment. These guidelines are provided purely to optimise the efficiency and to ensure that the final result meets the requirements of the end customer of Crealingua. It is explicitly agreed that the F.I.S. also can determine and apply its own working methods fully autonomously when performing an assignment as long as this delivers the same intended result. Crealingua will not impose any defined and regular working hours for the execution of translations, proofreading or other services supplied by the F.I.S..

**2.9.** The F.I.S. reserve the right to accept or reject each assignment, and organise his/her work on private economic initiative and at its own economic risk, including with its own choices with respect to infrastructure, employees, outsourcing and/or cooperation with other translators or translation agencies, marketing, etc... The F.I.S. will also have unlimited freedom to arrange his/her availability for contracts of Crealingua, including by temporarily (for example, for holidays) or be permanently unavailable for new assignments, with the understanding that accepted assignments are to be correctly and in time carried out. The F.I.S. will also choose its own working hours and working methods (including infrastructure used) fully to own preferences, again with the understanding that these choices will not impair the correct and timely implementation of accepted assignments.

**2.10.** Email address with Crealingua domain name and Crealingua logo-signature

2.10.1. Crealingua can, for the sake of unified communications and uniform brand positioning in relation to third parties (e.g. customers, suppliers, etc. of Crealingua), impose the use of a standardised e-mail address and a standardised e-mail signature (including Crealingua logo) on the F.I.S.

2.10.2. The email address can adopt the syntax of among others "Forename@crealingua.be". The F.I.S. confirms that he/she will not use this address for private and or personal use nor to register on social media, online web site forms and/or to register with online newsletters or any online account.

2.10.3. In the event of any violation of article 2.10.2 and /or abuse of the Crealingua email address the F.I.S. will at its own cost remove the Crealingua email address and/or delete the online account immediately.

2.10.4. The F.I.S. confirms that he or she will exclusively use this e-mail address and of this signature for professional purposes, and more specifically in each communication in relation to third parties in the implementation of this agreement. The F.I.S. will however be obliged to identify his or her VAT number and (if applicable in the framework of this agreement) the private company through which the F.I.S. offers the services.

2.10.5. The email addresses can be hosted on (mail)servers that are made available by Crealingua for the F.I.S. within the framework of this agreement and may be used by the F.I.S. on each device (computer, tablet, smartphone) that the F.I.S. elects to use in the implementation of the agreement on condition that the signature given is used correctly.

### **Article 3: Secrecy and Confidentiality**

**3.1.** By accepting translation assignments, or any other assignments, the F.I.S. will be exposed, from time to time, and have access to sensitive and confidential matters and information. The F.I.S. is committed to absolute confidentiality with regard to all products, source texts and translated target text that are used directly or indirectly by Crealingua. The F.I.S. agree that he/she will never, during or in the days following a translation job, be using any information of Crealingua or a customer of Crealingua in any way for other purposes than the performance of the assignment itself, and that he/she will never

make this public. If necessary, in the implementation of the assignment the F.I.S. will be asked to sign a non-disclosure agreement.

**3.2.** The confidential information provided can be described as and includes (non-exhaustive summing up): a) any document or information sent by Crealingua (or by his representative or by the customers of Crealingua) to the F.I.S.; b) description(s) of invention(s), technical and business information related to proprietary ideas and inventions, ideas, patentable ideas, trade secrets, drawings and/or illustrations, patent investigations, existing and/or envisaged products and services, research and development, production, costs, information about profit and margin, finances and financial estimates, customers, marketing, and current and future business plans and models, medical reports, medical information, regardless of whether this information is indicated as being "confidential information" at the time of the delivery.

**3.3.** The F.I.S. agrees not to reveal confidential information which has been acquired from Crealingua to anyone, to publish it, use or distribute in public, nor reveal it to the press, (or by his representative or by the customers of Crealingua) unless he/she is required to do so by law.

**3.4.** The F.I.S. will during the implementation of this agreement and 24 months after termination of the agreement not approach or contact Crealingua customers either on a direct or indirect way, with a view to providing translation and/or other services. The F.I.S. will also during this agreement and 24 months after termination of the agreement not approach service providers (translators, proofreaders, project managers, etc.), employees, or parties with whom Crealingua cooperates, with a view of staff recruitment, commercial collaborations, the outsourcing of assignments or the concluding of orders.

**3.5.** The F.I.S. must never approach or contact the customers of Crealingua directly or indirectly (phone, email, etc.) for any additional information about ongoing assignments nor for any other purpose. All communication about ongoing assignments will be done via Crealingua itself.

**3.6.** The F.I.S. agrees to mention nowhere the name of Crealingua nor to make public the cooperation with Crealingua (under any form such as advertisements, testimonials, references, etc.), neither printed, written publicity in newspapers, magazines, periodicals etc., nor carry out online publicity or to make entries on Twitter, Facebook, LinkedIn, or any other online platforms.

**3.7.** The passwords and logins granted by Crealingua for online access to Web portals are strictly personal and may under no circumstances be transferred to third parties by the F.I.S..

**3.8.** Any violation of this article of secrecy and confidentiality will automatically give rise to payment of lump sum damages by the F.I.S. of 2,500 euro, without prejudice to the right of Crealingua to claim a higher compensation if the damage actually suffered exceeds this lump sum damage compensation.

#### **Article 4: Property**

All documents, notes, material and texts in the context of the present contract made available to the F.I.S. by Crealingua, are the property of Crealingua and/or the customers of Crealingua. At the delivery of the translations, revisions, adaptations, copywriting, etc., performed by the F.I.S. all the rights, including but not limited to any copyrights, are transferred automatically and wholly over to Crealingua who becomes always the exclusive and personal owner of it and who will be considered as the only

copyright holder. Crealingua will be the only one entitled to exercise all copyrights and any other intellectual property rights on this work, without that this can give rise to an additional fee. The F.I.S. acknowledges and confirms by accepting any assignment that the agreed remuneration is an appropriate and sufficient compensation for his efforts and for the transfer of all intellectual property rights to Crealingua.

#### **Article 5: Communication between the parties**

**5.1.** When in the email communication reply emails sent by Crealingua are marked "ok" or "OK" or other variants, in response, for example on deliveries of the F.I.S., this message should only be interpreted as "well received". The message "ok" or "OK" does not imply any judgement on the quality of the content that the F.I.S. has submitted or on the conformity thereof with the given assignment, and does not imply an acceptance of the delivered performance.

**5.2.** Where in the communication between Crealingua and the F.I.S. (among other on the Crealingua.be website, in email communication, in order confirmations, and the like) the name Crealingua as brand name and/or company name is mentioned express reference is made to "Crealingua BVBA" as a judicial entity and legal entity.

#### **Article 6: Work planning, Time Registration, Screen Monitoring**

**6.1.** To allow for an efficient work planning Crealingua can ask the F.I.S. to give his/her hour-, day-, week- and/or year planning. At the first request of Crealingua The F.I.S. will communicate their availability with the days and times that Crealingua may call upon the services of the the F.I.S. and/or with the days and times that Crealingua cannot avail on the services of the F.I.S. The F.I.S. chooses these days in complete freedom in accordance with Article 2.8, with as the sole proviso that accepted orders will be carried out promptly and correctly.

**6.2.** The F.I.S. has no right to any compensation when there is no work being carried out, regardless of the reason for the unavailability of the F.I.S.

If the F.I.S. informs on holiday periods, availabilities or unavailabilities via email and Crealingua gives an email answer to this, this reply may only to be seen and is to be interpreted as a mere sign of good reception and acknowledgement. Such a message can therefore never be interpreted as a renegeing of earlier agreements on the timely execution of orders accepted by the F.I.S..

**6.3.** The F.I.S. can also be requested by Crealingua to keep track of hours worked in a worksheet/timesheet and/or to register the hours worked online in a web application.

**6.4.** The F.I.S. may, in the framework of this agreement, receive a login and password from Crealingua for access to the web portal of Crealingua to, for example, download work files and/or the uploading of processed/finished files and assignments. By using this web portal, the F.I.S. accepts that Crealingua, via logging, can keep track via monitor software of when and at what time the F.I.S. logs on to our website(s), which pages they visit, and the amount of time active on certain screens. (screen monitoring)

#### **Article 7: Deliveries by the F.I.S.**

**7.1.** The F.I.S. may consider deliveries of translations, proofreading, legalisations or other services only as "well received", when a confirmation email was sent by Crealingua. If the F.I.S. has not received email confirmation from Crealingua, then he/she must explicitly demand a new acknowledgement of receipt via email, without which the delivery is not deemed to have been received.

**7.2.** Receiving an email acknowledgment of receipt or receiving an automatically generated sales invoice from Crealingua as a result of the services provided by F.I.S. in no way implies the substantive acceptance of the assignment.

**7.3.** The F.I.S. must at all time respect the agreed delivery term(s) and/or deadlines between the parties. If he/she for any reason whatsoever cannot respect the agreed deadlines, he/she must report this in writing without delay to Crealingua (via email or sms). The receipt of this email and/or sms may only be considered as received by Crealingua by the FZL if also a reply was sent by email by Crealingua. As long as this reply mail cannot be submitted by the F.I.S. the communication about delivery or late delivery or delivery problems is considered not accepted by Crealingua.

**7.4.** Not delivering at the agreed deadline is considered a serious contractual failure and gives the right to Crealingua, without a written notice of default being necessary, to break the agreement, and to refuse the remuneration for the performance in part or in its entirety, even if the assignment is carried out and delivered after the expiry of the deadline. Any damage to Crealingua charged by the customers of Crealingua, as a result of late delivery by the F.I.S. can be recovered and passed on to the F.I.S.

**7.5.** Throughout the time period between the assignment confirmation by Crealingua to the F.I.S. and completion of the assignment by the F.I.S., the F.I.S. need to be accessible by phone, mobile phone, and/or email and/or skype and they need to answer as soon as possible all possible questions for information, explanation etc. from the part of Crealingua. If the F.I.S. do not respond within a period of 24 hours to emails, telephone communications, voice mails, sms or skype messages from Crealingua, then the latter shall be entitled to cancel the ongoing assignment without any further consideration, without any compensation or indemnity being due, and to award the assignment to another service provider.

#### **Article 8: Liability**

**8.1.** The F.I.S. is responsible for the proper implementation of all the provisions of this agreement in accordance with the rules of the art and the diligence of a professional service provider, including but not limited to the quality of (sworn) translation work and proofreading, timeliness of delivery, and accessibility during the execution of contracts. The F.I.S. confirms and accepts the fact that the timeliness and accessibility are undertakings for results.

**8.2.** In the event of a serious, proven and attributable shortcoming in respect of these obligations through article 8.1., the F.I.S. owes a compensation to Crealingua equal to three times the value of the assignment that was entrusted to the F.I.S., without prejudice to the right of the Crealingua to claim higher damages if the damage actually suffered exceeds this flat-rate compensation.

#### **Article 9: Severability**

**9.1.** The invalidity of any clause or any part of a clause of the present contract will not result in this agreement being void in its entirety nor that the validity or possibility of execution of all other articles of

this agreement, or of each of them is compromised.

**9.2.** The F.I.S. that provides services from a legal entity declares that he/she is also personally bound as a party with regard to article 3 and article 4 of this agreement.

#### **Article 10: Scope of the agreement**

It is explicitly agreed that this agreement expresses the scope of the agreements between the parties and replaces all previous agreements between the parties, as well as all written and oral proposals, negotiations, conversations and discussions, formerly conducted between the parties with respect to the present contract. Only in writing and by common agreement can any changes be made.

#### **Article 11: Applicable law and competent law court**

This agreement is governed by Belgian law in all its aspects. Any dispute concerning the validity, interpretation, execution or termination of the present contract belongs to the exclusive jurisdiction of the courts of Bruges (Belgium).

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