

BY AWARDING THE JOB REFERRED TO HEREIN, YOU ARE DEEMED TO HAVE ACCEPTED THE FOLLOWING TERMS AND CONDITIONS APPLICABLE TO ALL WRITTEN LANGUAGE SERVICES PROVIDED BY INPOKULIS

Article 1: Object

Except where a written agreement exists to the contrary, any and all services ordered from INPOKULIS (by post, in person, by fax, by e mail or by any other method) shall be governed by these General Conditions of Sale, and it shall therefore not be necessary to make a specific reference to this fact or for the client to formally accept. To this end, INPOKULIS must always inform the client of these Terms and Conditions.

Article 2: Delivery of Texts

When awarding the job, the client must include a definite written confirmation of the order, failing which INPOKULIS reserves the right not to begin the job.

The client undertakes to submit the typed or printed texts for the job either on paper or in a universally legible digital format or any other method agreed between the parties. Whenever necessary, technical texts must be accompanied by reference documents supplied by the client, and/or figures or drawings to facilitate better understanding: the technical terms shall be standardised in accordance with the definitions contained in the technical dictionaries consulted.

In the event of any difficulties in understanding the text, whether in terms of form or context, the client undertakes to supply any information that may be necessary for INPOKULIS to perform the service ordered. If the client wishes to make changes to the original texts, a typewritten request containing precise details must be submitted either printed on paper or in a universally legible digital format, or by any other means.

Article 3: Quality Certificate (ISO 17100)

As required for certification under International Standard 17100, our Quality Policy means that our translations will always be revised by a second translator who has the appropriate competence in the source and target languages, and experience in the domain under consideration.

The reviser will verify that the translation is suitable for its purpose, comparing the original document and the translation for terminology consistency, register and style.

The aforementioned revision by a second translator shall not be carried out if the client, having been advised of the possible consequences of such a course of action, specifically states in writing that it is not required, acknowledging that the translation in question shall not then be certified under ISO 17100.

Article 4: Responsibility for Published Texts (in print or online)

Translations are intended for the client's exclusive use; the client shall be wholly responsible for any reproduction for commercial, advertising or other purposes. Certain requirements must be met by all work intended for publication (whether in print or online) in order to avoid errors that cannot be corrected after the work has gone to press, or which could occur when being added to online content.

INPOKULIS shall only accept responsibility for the quality of published texts if the client has approved a quote that includes final proofreading of the proofs in PDF format and/or the online content in order to guarantee the quality of the end product.

In the case of material to be printed, INPOKULIS shall send the final revised version by e-mail together with a statement confirming that the final content has been duly verified and approved for publication. In the case of online content, we can either send the final revised version by e-mail, or do the final revision directly on the website in question.

Inpokulis declines responsibility for any changes that may be made to the texts produced without its express knowledge and approval.

Article 5: Delivery deadline

All delivery deadlines given by INPOKULIS are based on the date on which the job is awarded. The estimated delivery deadlines mentioned in quotes and order confirmations are intended as a guideline only. In the event of difficulties in understanding the text, the delivery deadline will be extended by the amount of time required to carry out the necessary research.

INPOKULIS declines responsibility for late delivery as a result of delays in the delivery methods used (post, personal delivery, fax, e mail, any other electronic data transmission method or any other agreed method), or in the case of force majeure.

Article 6: Prices and payment

The sums shown in this quote shall serve as a reference for future orders and shall always be subject to the availability of the suppliers on the date on which the job is awarded. The prices shown are exclusive of VAT; whenever applicable, VAT must be added at the prevailing legal rate.

Except where agreed otherwise, invoices shall show the net sum due with no discounts or deductions, and the due date shall be calculated from the date on which the client receives the invoice. Late payment will entitle INPOKULIS to charge arrears interest at one and a half times the prevailing legal rate of interest.

INPOKULIS reserves the right to interrupt any ongoing work in the event of late payment. In the event of an order being cancelled, any work that has already been carried out before receipt of notice of cancellation will be invoiced at 100% and the outstanding work at 50%.

Article 7: Complaints

Complaints about the quality or delivery of work ordered must be made in writing and sent by registered letter with proof of delivery no later than 22 working days after delivery of the work in question. Complaints must be accompanied by the original documents and those to which the complaint refers, indicating which parts are unsatisfactory. Complaints made after the stipulated period will be refused. Under no circumstances shall errors in a part of the work be considered as a reason for calling the entire job into question. INPOKULIS reserves the right to proceed accordingly with any necessary corrections. INPOKULIS' liability, even in cases where the documents sent to the client are lost or destroyed, shall be limited to the sum shown on the invoice for the service provided. INPOKULIS shall be considered the legitimate owner of the texts produced until full payment is received.

Whenever considered appropriate, complaints will be handled in line with the terms set forth in the APET - Portuguese Association of Translation Companies' document "Civil Liability Insurance Regulations" and the terms of the insurance policy (see General Civil Liability Insurance Policy). Under no circumstances shall the company INPOKULIS be held morally or materially liable, or accept any complaints relating to nuances of style, particularly with respect to advertising material.

Article 8: Confidentiality

INPOKULIS undertakes to respect the confidentiality of the documents received and not to pass on any information to third parties either during or after the provision of any service, except to our suppliers involved in the provision of the service ordered. Said suppliers shall have previously signed a confidentiality agreement with INPOKULIS.

Under the scope of this clause, INPOKULIS cannot be held liable where data is transferred via INTERNET.

Article 9: Data Protection

Data processing

Customers' personal data are collected and stored on the INPOKULIS database so that staff who are specifically authorised to do so can manage the services purchased. Customers' data will only be used by INPOKULIS.

Any personal data shown on the documents which are the object of the service purchased may be passed on to service providers whose intervention is necessary for the strict fulfilment of the service and with whom INPOKULIS has a Confidentiality Agreement.

Customers' personal data stored on the INPOKULIS database may also be used for the purposes of conducting studies on the use of INPOKULIS's services, carrying out marketing campaigns and adjusting the services to suit customers' preferences. We may also use them to send customers personalised messages and special offers appropriate to their interests, if we have been given express permission to do so.

Customer consent

As a customer, you consent to the processing of your personal data directly by INPOKULIS and/or by entities subcontracted by INPOKULIS (including but not limited to accountancy and auditing firms and services providers whose intervention is necessary in order to provide the service purchased by you).

Strictly in the scope of providing the service purchased by you, you expressly consent to the processing of your personal data covered by the special data categories set out in Article 9 of EU Regulation 2016/679: personal data which reveal the racial or ethnic origin, political opinions, religious or philosophical convictions and union memberships, as well as the processing of genetic data, biometric data to unequivocally identify a person, data relating to health or data relating to a person's sex life or sexual orientation.

Strictly in the scope of providing the service purchased by you, you expressly consent to the processing of your personal data relating to criminal convictions and offences pursuant to Article 10 of EU Regulation 2016/679.

Ownership rights

As the owner of the personal data, you have the right, at any time, to access, correct, update, limit the processing of and delete your personal data, as well as opposing their use for commercial purposes or withdrawing your consent. To exercise your right, you must contact INPOKULIS (office@inpokulis.pt).

Article 10: Disputes

The courts of the Judicial District of Faro shall have jurisdiction over any disputes arising from the interpretation or performance of any of the provisions of these General Conditions, to the exclusion of all others.