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*Browse and buy standards online*

## **Conditions Générales de Vente ILNAS e-Shop**


# **"ILNAS e-Shop" General Terms and Conditions of Sale**

**version anglaise**

**(traduction du français, en cas de litige, la version française fait foi)**

**(Il s'agit d'une révision complète)**

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## "ILNAS e-Shop" General Terms and Conditions of Sale

### Terms and conditions of remote sales of standards and other normative documents

#### 1. Documents and buyers concerned

The "ILNAS e-Shop" General Terms and Conditions of Sale (hereinafter 'the Terms and Conditions') govern the remote orders of standards and other normative documents (hereinafter 'documents'), drawn up and/or adopted by the European and International Standardization Bodies (CEN, CENELEC, ISO and IEC), between the Luxembourg Institute for Standardization, Accreditation and Security and Quality of Products and Services (Institut Luxembourgeois de la Normalisation, de l'Accréditation, de la Sécurité et qualité des produits et services - ILNAS) and a client who is acting for professional or private use purposes. Documents are supplied in electronic PDF format (Portable Document Format). In the absence of a specific agreement signed by ILNAS and its client, the Terms and Conditions constitute the sole agreement between the parties regarding the order's objective and prevail over any other document.

To find out more about the Terms and Conditions for signature of a specific agreement, please contact ILNAS *via* e-mail: [normalisation@ilnas.etat.lu](mailto:normalisation@ilnas.etat.lu).

#### 2. Set up, validity and proof of the order

ILNAS reserves the right to refuse any order from a client if it was preceded by an unpaid supply of documents within the agreed deadlines. An order shall be considered created once it has been received by ILNAS. ILNAS and its client hereby waive any requirement for a private agreement, pursuant to Article 1322 et seq. of the Civil Code. ILNAS and its client shall acknowledge that computerised recordings of their messages shall constitute documentary evidence. The client's validation of the order implies acceptance of the Terms and Conditions. The order's validity is not affected by the invalidity of any of the Terms and Conditions.

#### 3. Prices


Prices shown in the catalogue are in euro and include all charges. As ILNAS is a public administrative body, documents are exempt from VAT.

#### 4. Invoicing

The detailed invoice of supplied documents is in euro. Furthermore, the client consents to receive sales invoices electronically.

#### 5. Payment

Except for payments done by credit or debit card, payments are due within 30 days of the invoice date. A fine, calculated on a *pro rata* basis by applying the statutory interest rate, shall be incurred in the event of late payment. Administration fees may be added.

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When payments are made by credit or debit card, ILNAS accepts EUROCARD, MASTERCARD and VISA cards which are accepted in the Grand Duchy of Luxembourg. Provision of the card's number and expiry date ("banking details") by the client implies acceptance to pay the accepted price (including VAT) in the order. Confidentiality of bank details submitted by the client *via* the "ctie-connect" site to an accredited banking institution is assured in a secure environment. As a result, the client expressly authorises the card issuer to debit his account in light of the records submitted by the State Information Technology Centre (Centre des Technologies de l'Information de l'Etat - CTIE), even without a signature. This authorisation is irrevocable. Payment by credit or debit card is the only method of payment accepted by ILNAS in the following cases: outstanding payment by the client or the initial download of a document by a new client.

## **6. Intellectual property**

The documents are protected by intellectual property rights. As a result, any reproduction, distribution or communication to third parties by any means whatsoever, without prior written authorisation from ILNAS or its dependants, constitutes an infringement and shall be subject to related penalties.

## **7. Warranty/Liability**


Despite the utmost care taken, ILNAS does not guarantee, neither expressly nor implicitly, the suitability of use of the viewed information for a specific use, its modification for a specific function or its accuracy or whether it is up to date.

- a. ILNAS shall not be responsible vis-à-vis the client for any loss resulting from the order being carried out. "Any loss" includes, but is not limited to, the loss of profit, income, use of customers or any similar loss, any payment made or due to a third party, economic loss, failure to use data for particular uses, and any loss or damage resulting from the time taken to supply the data stated in the order.
- b. Any liability on the part of ILNAS vis-à-vis the client shall not exceed the value paid by the client to ILNAS.
- c. ILNAS shall not be liable vis-à-vis the client for any misunderstanding or misinterpretation during verbal communications.

## **8. Password**

The client agrees to keep his password secret. As a result, the client assumes sole responsibility for the consequences resulting from disclosing his password to third parties.

Clients may change their password at any time by going to the "ILNAS e-Shop" and clicking on "Login/Register".

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## **9. Right of withdrawal**

Article 55 of the Law of 14 August 2000 relating to electronic commerce does not apply to downloaded documents. Purchases are binding and definitive and can therefore not be exchanged or refunded.

## **10. Terms and conditions of use of downloaded documents**

Downloaded documents and/or document contents viewed on screen are subject to ILNAS' copyright and, as such, cannot be reproduced, submitted or resold by any means whatsoever. Samples of printed documents are fully protected by national and international copyright legislation and cannot be photocopied or reproduced in any way whatsoever. They cannot be resold under any circumstances. Electronic files cannot be placed on a network without them being protected by reliable access control which limits the viewing of the files to the number of users permitted by the network license. The client agrees to not damage, modify or remove identification markings (watermark) of supplied documents.

## **11. Responsibility for the online service**

The client acknowledges the characteristics and limits of the web-based network, particularly in terms of transmitting data *via* the networks and data security. ILNAS can therefore not be held responsible for technical problems which are not part of its service. ILNAS agrees to take reasonable action to fulfil the obligations under these Terms and Conditions. In any case, should ILNAS be held responsible, liability shall be limited to the value of the order.

## **12. General terms and conditions of use of CTIE sites**

The general terms and conditions of use of CTIE sites apply. They are available on the "ILNAS e-Shop"; click on "Login/Register" then "General usage conditions for CTIE sites".

## **13. Processing and storage of personal and commercial data**

ILNAS considers it very important to protect clients' personal data. The private protection sphere and the protection of our business partners are of particular importance to us. That is why we commit to processing clients' personal data in accordance with the provisions of the current law on personal data protection.

ILNAS reserves the right to save indefinitely the list of documents viewed/downloaded by the client in order to (including, but not limited to) improve its services, optimise supply, protect against fraud, monitor the order's legitimacy, etc.

## **14. Applicable law and jurisdiction**

The order and all acts arising therefrom are governed by Luxembourg law.

Any dispute relating to the use of the "ILNAS e-Shop" shall be subject to Luxembourg law and within the exclusive competence of the Luxembourg courts.