

	<b>Processus Normalisation</b>	
	<b>ILNAS/OLN/CDV-EN</b> <b>Conditions Générales de Vente ILNAS e-Shop (English)</b>	
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*Browse and buy standards online*

# **General Terms and Conditions of Sale**

**English version**

*Traduction du français*  
*En cas de litige, la version française fait foi*

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## 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 “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 of Standardization, Accreditation, Safety 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 customer 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 customer, 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 send an e-mail to [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 customer 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 customer hereby waive any requirement for a private agreement, pursuant to Article 1322 et seq. of the Civil Code. ILNAS and its customer shall acknowledge that computerised recordings of their messages shall constitute documentary evidence. The customer'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 customer consents to receive sales invoices electronically.

### 5. Payment

Except for payments made 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 within the Grand Duchy of Luxembourg. Provision of the card's number and expiry date ("banking details") by the customer implies acceptance to pay the accepted price (including VAT) in the order. Confidentiality of bank details submitted by the customer *via* the "ctie-connect" website to an accredited banking institution is assured in a secure environment. As a result, the customer 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 customer ;
- the initial download of a document by a new customer.

## **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 customer 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 customer shall not exceed the value paid by the customer to ILNAS.
- c. ILNAS shall not be liable vis-à-vis the customer for any misunderstanding or misinterpretation during verbal communications.

## **8. Password**

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

Customers may change their password at any time by going to the ILNAS e-Shop interface 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 customer agrees to not damage, modify or remove identification markings (watermark) of supplied documents.

## 11. Responsibility for the online service

The customer 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 the present 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 interface by clicking on "Login/Register" and "General usage conditions for CTIE sites".

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

ILNAS considers it very important to protect its customers' personal data and undertakes to respect the confidentiality of the information provided by them in accordance with *Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data* (« GDPR ») and to:

- Process the personal data in a suitable, relevant and limited way to the strict necessary requirements ;
- Limit to the strict minimum the duration of archiving of personal data ;
- Update personal data and ensure its accuracy ;
- Establish adequate protection of personal data against unauthorized and illegal access, as well as loss.

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

It is also possible at any time for the customer to consult and rectify his/her data via the ILNAS e-Shop interface. If the customer wishes to delete his/her account, he/she can do so by sending an e-mail to [normalisation@ilnas.etat.lu](mailto:normalisation@ilnas.etat.lu).

The customer also has the possibility to lodge a complaint with the National Commission for the protection of the data (Commission nationale pour la protection des données - CNPD) having its seat at 1, Avenue du Rock'n'roll, L-4361 Esch-sur-Alzette.

#### **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.