

Terms and conditions

Definition

In these general terms and conditions, "the translation agency" refers to: Vertaalbureau Textwerk B.V., situated at Prins Hendrikkade 170-3, 1011 TC Amsterdam.

Article 1 - General

These general terms & conditions apply to all legal matters between the translation agency and the client, excluding the general terms & conditions used by the client, unless the translation agency has agreed to those in writing.

Article 2 - Quotes and arising from the agreement

2.1 General offers and price quotes of the translation agency are non-committal.

2.2 Price quotes and stated terms can always be revoked if the translation agency has not been able to view the entire text to be translated or edited before the statement of the price quote and term. The agreement arises by means of written or verbal acceptance by the client of the quote of the translation agency or – if no quote has been sent – by means of written confirmation by the translation agency of the project provided by the client.

2.3 The translation agency can consider the person who has commissioned the translation agency to carry out a project as its client, unless this person has explicitly stated that he acts on behalf of and at the account of a third party and if the name and address of this third party have been provided to the translation agency at the same time.

2.4 Agreements and promises made by representatives or personnel of the translation agency are only binding for the translation agency after the agency has explicitly confirmed these in writing.

2.5 If the translation agency reasonably doubts whether the client will be able to meet his payment obligations, the translation agency has the right to request sufficient assurance from the client before starting the execution of the project or continuing the execution of the project.

Article 3 - Alterations and cancellations of projects

3.1 If the client, after the agreement has arisen, significantly alters the project, the translation agency has the right to adjust the delivery period and/or fee, or to refuse the project. In case of the latter, the client is obligated to fulfil his payment obligations of the already executed part of the project and that which has been determined in section 3 of this article applies.

3.2 If a project is cancelled by the client, the client is obligated to fully pay for the already executed part of the project. Moreover, if applicable, the client must pay a compensation for the already performed research activities for the remaining part on the basis of an hourly rate. The translation agency will make the already performed work available to the client if desired. In that case, the quality of the delivered work is not guaranteed.

3.3 If the translation agency has reserved time for the execution of the cancelled project, the translation agency may charge a compensation of 50% of the fee for the non-executed part of the project to the client.

Article 4 – Execution of projects and confidentiality

4.1 The translation agency is obligated to execute the project to the best of its ability and with the required expertise, taking into account the goal specified by the client for the text(s) to be translated or edited by the translation agency.

4.2 The translation agency will confidentially handle the information made available in so far as this is possible with regard to the execution of the project. The translation agency will obligate its employees to confidentially handle the information. The translation agency is not liable for the violation of the confidentiality obligation by these employees if the translation agency can reasonably demonstrate that it could not have prevented this violation.

4.3 Unless the contrary has explicitly been agreed upon, the translation agency has the right to (partly) have a project be executed by third parties, leaving intact the responsibility of the translation agency for the confidential treatment and proper execution of the project. The translation agency will obligate said third party to observe confidentiality. The translation agency is not liable for the violation of the confidentiality obligation by these third parties if the translation agency can reasonably demonstrate that it could not have prevented this violation.

4.4 The client is obligated to provide clarifications of the translated text upon request if possible and, if present, make relevant documentation and terminology available to the translation agency. Sending the intended information always occurs at the expense and risk of the client.

Article 5 – Delivery period and time of delivery

5.1 The agreed upon delivery period is a target term, unless explicitly agreed otherwise in writing. As soon as the translation agency establishes or expects that timely delivery is not possible, the translation agency is obligated to inform the client of this.

5.2 In case of attributable exceeding of the explicit, written agreed-upon delivery period by the translation agency, the client has the right to unilaterally dissolve the agreement, if the execution can no longer reasonably be expected. In that case, the translation agency is not obligated to pay any damage compensation. This dissolution leaves the client's obligation for payment of the already executed part of the project intact.

5.3 The delivery is deemed to have occurred on the time of sending. As the time of sending, the moment of mail delivery, issuing to the courier or, in case of electronic sending (fax, email, modem, ftp, etc.), the moment at which the medium has completed sending applies.

5.4 With regard to the execution of the agreement by the translation agency, the client is obligated to do all that is reasonably required or desirable to make timely delivery by the translation agency possible.

5.5 The client is obligated to provide full cooperation with the delivery of the work performed by the translation agency on the basis of the agreement. The client will be in default, without a notice of default being required, if he refuses to accept the work performed, in which case that which has been determined in article 6.5 applies.

Article 6 – Fee and payment

6.1 The fee is based on a word- or hourly tariff, unless otherwise agreed upon. The translation agency can, alongside her fee connected to the assignment, charge — to the client. For every assignment a minimum tariff per language combination can be charged.

6.2 The price that the translation agency has given for the assignment, only applies for the work conforming to the agreed upon specifications.

6.3 The translation agency is legally allowed to increase the agreed upon price when the client delivers extra text, unclear copies, unsound computer programs or data which increase costs or time spent on the assignment above the level the translation agency might reasonably have expected when entering into the agreement. This list is not limiting.

6.4 All listed prices are excluding VAT.

6.5 Declarations are required to be paid net, in full, without any discount, settlement or suspension, in the currency in which the declaration has been made, within 15 calendar days from the invoice date. At non-timely payment the client is, immediately and without notice of default, in default, in which case the client is required to pay the legal interest, increased with 2 percentage points, over the invoice amount from the date of defaulting until the moment of complete fulfillment.

Article 7 - Reclamations and disputes

7.1 The client must submit complaints regarding the delivered work as soon as possible, yet no later than within ten working days after delivery, in writing to the translation agency. Submitting a complaint does not release the client from his payment obligation.

7.2 If the client doubts the correctness of certain translation solutions and asks the translation agency to comment and if the translation agency can subsequently demonstrate that the delivered translation is not incorrect, the translation agency has the right to charge the additional worked hours and other costs to the client.

7.3 If the client has not submitted a complaint after the end of the term mentioned in section 7.1, he is deemed to have fully accepted the delivered translation and complaints are exclusively treated if the translation agency deems this desirable for its own reasons. Alterations by the translation agency of any part of the translated or edited text upon the request of the client do not mean that the translation agency acknowledges that the original work performed was faulty.

7.4 If the complaint is justified, the translation agency has the right to correct or replace the delivered translation within a reasonable term; if the translation agency cannot reasonably meet the desire for correction or replacement, the translation agency can grant a price reduction.

7.5 If the client and the translation agency cannot come to a solution with regard to the complaint within a reasonable time, the dispute can be presented by the parties within two months after this has arisen.

7.6 The right of the client to submit complaints lapses if the client has edited the part of the delivered work to which the complaint is related, irrespective of whether he has subsequently delivered the delivered work to a third party.

Article 8 - Liability and indemnification

8.1 The translation agency is exclusively liable towards the client for damage that is the direct and demonstrable result of a failure attributable to the translation agency. The translation agency is never liable for all other forms of damage, such as indirect damage, consequential damage, company damage, damage due to delay and lost profit.

8.2 The liability of the translation agency is always limited to the invoice value, excluding VAT, of the already invoiced and/or delivered part of the project concerned. Moreover, the liability of the translation agency is always limited to an amount of EUR 45,000.-- per event or connected series of events.

8.3 Ambiguity of the text to be translated exempts the translation agency of every liability.

8.4 The evaluation of the question whether (the use of) a text to be translated or edited or the translation delivered by the translation agency or processed text includes certain risks of injury is fully at the expense and the risk of the client.

8.5 The translation agency is not liable for damage or loss of the documents, information or information carriers made available for the execution of the agreement. Nor is the translation agency liable for costs and/or damage arising as the result of the use of information technology and telecommunication means or as the result of the transport or the sending of information (carriers) or the presence of computer viruses in the files or information carriers delivered by the translation agency.

8.6 The client indemnifies the translation agency against all claims by third parties arising from the use of the delivered work.

8.7 The client indemnifies the translation agency against all claims by third parties due to alleged breach of ownership right, patent right, copyright or other intellectual property rights in connection with the execution of the agreement.

Article 9 - Dissolution and force majeure

9.1 If the client does not meet his obligations, if the client is declared bankrupt or bankruptcy is requested for the client, if the client has requested or has been granted automatic stay, if, with regard to the client, the debt rescheduling scheme natural persons is applicable or in case of liquidation of the client's company, the translation agency is authorised to partly or completely dissolve the agreement or suspend the execution of it, without being obligated to pay any damage compensation. The translation agency can immediately claim payment of that which it is owed.

9.2 If the translation agency due to circumstances that lie outside its control or its risk can no longer meet its obligations, the translation agency, without being obligated to pay any damage compensation, has the right to dissolve the agreement. Such circumstances (force majeure) are in any case – yet not exclusively – fire, accident, illness, strike, uproar, war, terrorist attacks, transport impediments, governmental measures, disruptions in the service provision of Internet providers, negligence by suppliers or other circumstances the translation agency cannot influence.

9.3 If, as a result of force majeure, the translation agency has to halt further execution of the agreement, the agency does retain the right of compensation for the activities executed until that time and the made expenses and paid disbursements.

Article 10 – Copyright

10.1 Unless explicitly agreed otherwise in writing, the copyright of the translations made by the translation agency will transfer to the client at the time all financial and other obligations towards the translation agency with regard to the project concerned have been fully met.

10.2 The client is not allowed to publish the translation or make use of it as long as the copyright still lies with the translation agency.

10.3 The translation agency tolerates the use of the translation of which the copyright lies with the translation agency for 30 days after delivery and sending of the invoice.

10.4 If the client illegitimately makes use of the translation because the copyright still lies with the translation agency, the client owes an amount of 10% of the invoice amount per day of illegitimate use of the translation.

Article 11 – Applicable law

11.1 Dutch law exclusively applies to all legal relationships between the client and the translation agency. In case of versions of these General Terms and Conditions in a different language, the Dutch text prevails. A copy of these General Terms and Conditions will always be provided to the person requesting this for free.

