

General terms and conditions

1. Applicability of these terms and conditions

These general terms and conditions apply to every quotation and agreement between the translator (hereinafter referred to as freelancer) and the client on which the freelancer has declared these conditions applicable, to the exclusion of the (general) terms and conditions of the client, if these conditions are not expressly waived by the freelancer.

2. Client

A client is a natural or legal person who instructs the freelancer to perform any work or duties.

3. Quotations and conclusion of contracts

3.1 The freelancer may at any time revoke or change prices and dates of delivery quoted if it has not had the opportunity - prior to quoting such details - to view the entire text to be translated or edited.

3.2 The client's written acceptance of the quotation submitted by the freelancer or, if no quotation is submitted, confirmation by the freelancer in writing of an order placed by the client shall constitute a contract. In these cases, an email is regarded as a written agreement. If the freelancer is not provided with the complete document within 5 working days, the freelancer may revoke or change prices and dates of delivery quoted. All quotations and fees stated are exclusive of VAT, unless explicitly stated otherwise.

3.3 In general, the freelancer will send a written order confirmation to the client. However, absence of such a confirmation shall not affect realisation of the agreed order.

3.4 The freelancer may consider as a client any person or entity that has placed an order with the freelancer, unless said person or entity explicitly states that they are acting on the instructions, on behalf and at the expense of a third party, whose name and address shall be disclosed to the freelancer at the same time.

3.5 Any reasonable doubt on the part of the freelancer about the client's ability to pay shall entitle the freelancer to require the client to provide sufficient security before the freelancer commences or continues to execute an order.

4. Date and time of delivery

4.1 The agreed date of delivery shall be provisional, unless an explicit written agreement stipulates otherwise. The freelancer will adhere to the agreed date of delivery, however if the freelancer perceives that he or she will be unable to meet an agreed deadline, due to circumstances beyond his or her control, the freelancer shall notify the client immediately. If the freelancer fails to meet the agreed time of delivery for reasons other than circumstances beyond its control, and if the client cannot reasonably be expected to accept any further delay, the client shall be entitled to cancel the contract unilaterally. In such case the freelancer is not liable to pay any compensation whatsoever.

4.1.1 Force majeure in these terms and conditions are, in addition to the provisions of the law and jurisprudence, all external causes, foreseen or unforeseen, that are beyond the freelancer's control, but result in the freelancer not being able to meet his or her obligations. Such circumstances include, but are not limited to: fire, accidents, illness, strikes, riots, war, government measures and transport restrictions and delays.

4.1.2 In case of force majeure, any of the freelancer's obligations are suspended. In case the period during which the freelancer cannot meet his or her obligations exceeds two months, both parties shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. If the client is a consumer, the suspension as referred to in this paragraph only applies where this authority to him or her under law.

4.1.3 In case of force majeure, when the freelancer has already partly fulfilled his or her obligations or due to force majeure can only partly fulfil his or her obligations, the freelancer shall retain the right to payment for any work performed up to that moment and the client must fulfil these payment obligations, as they would with any other order agreement.

4.2 Delivery shall be deemed to have taken place at the moment when the text is dispatched. The moment when the text is posted, or - if the text is transmitted electronically (e-mail, modem, FTP etc) - the moment when the medium completes the transmission shall count as the time of dispatch.

4.3 The client shall do whatever may reasonably be necessary for or conducive to prompt delivery by the freelancer of work performed under the contract.

5. Changes to or cancellation of orders

5.1 Any major changes to be made by the client to an order after a contract has been concluded shall entitle the freelancer either to modify the price and/or the date of delivery agreed or to refuse to execute the order or the proposed changes.

5.2 Any changes to be made by the client to order conditions after a contract has been concluded, shall only apply after written acceptance and confirmation of the freelancer.

5.3 Cancellation of an order by the client shall require the client to pay in full for the work with respect to that order, unless the freelancer has confirmed in writing that he or she will grant a discount. In case of a discount, the freelancer will indicate the reduced price, depending on the work already performed. The freelancer shall make the work performed available to the client at the latter's request, but shall accept no responsibility for its quality. If the freelancer has earmarked time for executing an order that has been cancelled, it may charge the client 50% of the agreed price for that part of the work not performed.

6. Execution of orders and non-disclosure clause

6.1 The freelancer undertakes to carry out orders to the best of its ability, bringing to bear sufficient professional know-how to meet the purpose specified by the client for the text(s) to be translated or edited by the freelancer.

6.2 The freelancer shall be entitled to hire qualified third parties to carry out the order (in full or in part).

6.3 For the freelancer to be able to offer the best possible quality, the client shall honour as best as possible any request for information by the freelancer about the content of the text to be translated, as well as requests for relevant documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the client's expense and risk. The freelancer, however, will accept no responsibility for the quality of the information proved by the client, nor will the freelancer accept responsibility for any damages caused by inaccurate or incomplete information provided by the client to the freelancer.

6.4 The freelancer shall keep any information provided by the client confidential in so far as

this is possible in connection with the performance of the contract. The freelancer shall require any third party to observe this code of confidentiality. However, the freelancer shall not be liable for any breach of confidentiality by such third parties.

7. Prices and payment

7.1 Prices for translations are calculated by multiplying the number of words in the supplied document (source text) by the applicable agreed price per word. In general, for work other than translations or revision, a fee based on an hourly rate shall apply. The freelancer is entitled, after written confirmation, to charge the client for any other out-of-pocket expenses related to the execution of the order.

7.2 In addition to the standard rate, the freelancer shall apply extra charges for e.g. documents that need additional editing, that are of a very specialist nature or need to be translated within a very short period of time. These additional charges shall be agreed by contract via an offer from the freelancer to the client. The agreement will only be effective after the client's written consent with the received offer. The freelancer will then commence working.

7.3 All prices are quoted exclusive of VAT, unless explicitly stated otherwise.

7.4 Payment for products supplied or services rendered under the contract shall be due 30 calendar days after the invoice date. If payment is not made by the due date, the client shall be in default - immediately and without notice of default being required - and shall owe the statutory interest due on the invoice amount and any other payment costs.

8. Complaints and disputes

8.1 The client shall be required to notify the freelancer in writing of any complaints about the product supplied or service rendered by the freelancer as soon as possible, yet no later than ten working days after the said product is supplied or the said service is rendered. Lodging a complaint shall not release the client from its payment obligations.

8.2 If the client does not lodge a complaint within the period specified in clause 8.1 above, the client shall be deemed to have fully accepted the product supplied or the services rendered by the freelancer, and complaints shall only be considered if the freelancer at its sole discretion deems such to be expedient.

8.4 In the case of a valid complaint, the freelancer shall be allowed a reasonable period of time to improve or substitute the product or service. If the freelancer in all fairness is unable to make the required improvements or to substitute the product or service, it may grant the client a discount.

9. Liability and indemnity

9.1 The freelancer shall exclusively be liable to the client for any loss or damage directly and demonstrably deriving from shortcomings attributable to the freelancer. The freelancer shall under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance or loss of profit. Ambiguities in the text to be translated shall release the freelancer from any liability whatsoever.

9.2 The freelancer's liability shall never exceed the invoice value, exclusive of VAT, of the part of the product or service in question, which part has already been invoiced and/or supplied or rendered.

9.3 The question of whether (the use of) a text to be translated or edited or the translation or

edited version of such text, produced by the freelancer, entails any risk of bodily injury shall be entirely at the client's expense and risk. Upon delivery of the translated text, the client is expected to closely check essential items, such as money figures and medical terms, for correctness and accuracy, because although the freelancer undertakes to carry out orders to the best of its ability, he or she cannot exclude the occurrence of any omissions.

9.4 No liability whatsoever shall be incurred by the freelancer in respect of damage to or loss of documents, data or data carriers made available to facilitate performance of the contract. Nor shall any liability be incurred by the freelancer in respect of any costs incurred and/or any loss or damage sustained as a result of the use of information technology and telecommunications media, the transport or dispatch of data or data carriers, or the presence of computer viruses in any files or data carriers supplied by the freelancer.

9.5 The client undertakes to indemnify the freelancer against any claims by third parties on account of alleged violation or infringement of property rights, proprietary rights, patent rights, copyrights or any other intellectual property rights in connection with the performance of the contract.

10. Dissolution

10.1 If the client fails to meet its obligations, if the client is declared insolvent or bankrupt or if the client is subject to an arrangement under the debt rescheduling regulations for natural persons or if the client's company or business is liquidated, the freelancer shall have the right, without being required to pay any compensation, to dissolve the contract in whole or in part or to suspend performance of the contract. The freelancer shall in that case be entitled to demand immediate payment of any outstanding amounts.

10.2 Should the freelancer prove unable to meet its obligations due to circumstances beyond its control and risk, it shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. Such circumstances (force majeure) include, but are not limited to fire, accidents, strikes, riots, war, transport restrictions and delays and government measures.

11. Copyright

Barring explicit agreement in writing to the contrary, the copyright on translations produced by the freelancer shall devolve upon the client at such time as the client meets all its financial and other obligations to the freelancer in full with respect to the work in question.

12. Governing law

The legal relationship between the client and the freelancer shall be governed by Netherlands law. Any disputes shall be submitted for judgment to the competent court at the place where the freelancer has its office.