

## GENERAL TERMS AND CONDITIONS

Of: Translation agency @BC Vertalingen

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### 1 Definitions

In these general terms and conditions, the following terms are defined as stated below:

- 1.1 Client: the natural person or legal entity that has instructed the Contractor to carry out work.
- 1.2 Contractor: [@BC Vertalingen](#), established in Heerenveen, the Netherlands, Fluessen 73, following acceptance of the Client (as referred to under 1.1.).
- 1.3 In writing/written: by e-mail, fax or normal post

### 2 General

- 2.1 These general terms and conditions apply to the conclusion, contents and performance of all agreements entered into by the Client and the Contractor, and all related services and costs.
- 2.2 Any terms and conditions applied by the Client are hereby explicitly rejected.

### 3 Offers, quotations

- 3.1 The sole submittal of a quotation or similar announcement, whether or not referred to as an offer, does not oblige the Contractor to enter into an agreement with the Client.
- 3.2 Offers and quotations made by the Contractor are at all times free of obligation and can only be accepted without deviations.
- 3.3 Quotations and offers remain valid for a period of 14 days from the offer date, unless otherwise agreed in writing.
- 3.4 The Contractor will only be bound by his offer if the Client has confirmed his acceptance thereof in writing, within the term of validity.
- 3.5 The Contractor is not obliged to abide by his offer, if the Client can reasonably understand that the offer or quotation, or parts thereof, contain an apparent error or mistake.

### 4 Acceptance, execution and termination of the instruction

- 4.1 The Contractor undertakes to carry out the instruction to the best of his abilities.
- 4.2 The Client is obliged to render his full cooperation in the provision of the service to be provided by the Contractor under the agreement, particularly when it concerns specialist terminology and/or terminology custom at the Client's business.

- 4.3 Within reason, the Contractor will cooperate in making changes to the agreement if the content of the service to be delivered by the Contractor does not substantially differ from the original service agreed on.
- 4.4 The Contractor is entitled to fully or partially outsource performance of the agreement to third parties. The applicability of Section 7:404, Section 7:407 subsection 2 and Section 7:409 of the Netherlands Civil Code is explicitly excluded.
- 4.5 The Client is entitled to cancel the agreement, provided the Client compensates the Contractor for any damage or loss suffered as a result. This damage includes the loss (of profits) suffered by the Contractor, as well as any costs already incurred by the Contractor on account of any preparations made, including the costs of reserved capacity, materials purchased and services hired.
- 4.6 If the Client fails to meet his obligations, the Contractor will be entitled to terminate or suspend the agreement, without any obligation to pay compensation. In that case, the Contractor can claim immediate settlement of any outstanding amount due to him, as well as in the event of bankruptcy, moratorium or winding-up of the business of the Client.

## 5 Price

- 5.1 All prices quoted are exclusive of turnover tax (VAT) and other government levies.
- 5.2 The price quoted by the Contractor for the service to be provided by the Contractor applies only to the service in accordance with the agreed specifications.
- 5.3 Following notification to the Client, the Contractor is entitled to increase the price if the Client makes changes to the original specifications, or if it emerges that the Client has supplied particularly laborious text, unclear copy, faulty computer software or data files, which constitute more work or costs for the Contractor than he could have reasonably expected upon conclusion of the agreement. The above list is not exhaustive.  
In the event that, following receipt of the aforementioned notification, the Client does not agree to the announced price increase, the Contractor is entitled to return the instruction, with due observance of the provisions of article 4.6.

## 6 Payment terms and conditions

- 6.1 Unless otherwise agreed in writing, the Client must pay the price and other amounts payable under the agreement within 14 days of the invoice date, in the currency of the invoice, without being able to invoke any set-off, unless insofar as permitted by law.
- 6.2 If the Client agrees to an offer in which the total offer amount exceeds €800, the Contractor charges 50% of the relevant offer amount, in advance. This advance must be paid by the Client prior to delivery of the service provided by the Contractor.
- 6.3 Private clients must always pay the total invoice amount prior to delivery of the service provided by the Contractor.
- 6.4 In the event of failure to pay within the term referred to under 6.1, the Client will be in default, without any notice of default from the Contractor being required.
- 6.5 In the event of late payment, the Client also owes default interest from the moment the Client is in default until full settlement.
- 6.6 If the Client fails to pay within the set term, the Contractor will recover as much collection costs from the Client as is permitted, such as extrajudicial collection costs in the event the claim is outsourced. These extrajudicial collection costs are subject to a minimum of €40.

## 7 Method of delivery

- 7.1 Unless otherwise agreed, delivery will be made where the Client practises his profession or business.
- 7.2 The Client is obliged to fully cooperate in the delivery of the service to be provided by the Contractor under the agreement. The Client will be in default if he refuses to accept the service provided, regardless of having received a demand to that end.

## 8 Delivery term

- 8.1 A delivery date as stated by the Contractor serves as an indication only, unless it has been explicitly agreed between the parties that it concerns a deadline. The Client can therefore not derive any rights from the given date.
- 8.2 The Contractor's commitment to any agreed deadline lapses when the Client and the Contractor have agreed on changes to the specifications of the instruction. In that case, the parties are obliged to agree on a new date. In the event that the parties do not agree on a new date, the provisions of article 8.1 apply.
- 8.3 The Contractor is entitled to change the agreed date if the Client has supplied particularly laborious text, unclear copy, faulty computer software or data files, which constitute more work for the Contractor than could have reasonably been foreseen upon conclusion of the agreement. The above list is not exhaustive.
- 8.4 The Client is obliged to do all that is reasonably required or desired in respect of the performance of the agreement by the Contractor in order to facilitate timely delivery.

## 9 Inspection upon delivery, complaints

- 9.1 The Contractor notifies the Client of when delivery will be made. In the event of delivery by e-mail, the Client is obliged to confirm safe receipt within 24 hours.
- 9.2 Following delivery, the Client is obliged to expeditiously inspect whether the Contractor has performed the agreement properly and to immediately notify the Contractor, in writing, of anything to the contrary. The Client must carry out the aforesaid inspection and submit the relevant notification within 14 days of delivery.
- 9.3 Following delivery and before using the translation, the Client must carry out the technical verification.
- 9.4 If the Client has notified the Contractor of a fault in the performance, the parties will consult each other regarding the possibility of corrective action.
- 9.5 Filing a complaint does not discharge the Client from his obligation to pay.
- 9.6 If the Client fails to perform the inspection and submit the notification within the set term, the instruction will be deemed to have been carried out correctly and any complaints will be rejected.
- 9.7 If, in accordance with the criteria of reasonableness and fairness, the term of 14 days as referred to in 9.2, must be deemed unacceptably short, even if the Client is cautious and alert, the Client must notify the Contractor thereof immediately, yet no later than 48 hours after receipt. In that case, this term will be extended within the stated standard term in mutual consultation between the parties, followed by a written confirmation by the Contractor.
- 9.8 The Client can no longer exercise any rights in respect of a possible faulty translation, if the Client has edited or processed the translation, has delivered it to third parties, or has instructed another party to use, edit or process it or supply it to third parties.

## 10 Third-party copyright

10.1 The Client is obliged to indemnify the Contractor against third-party claims based on infringement of right of ownership, patent right and copyright regarding the performance of the agreement.

## 11 Secrecy

11.1 The Contractor operates on the basis of mutual trust. The Contractor will treat all information made available by the Client as strictly private and confidential.

11.2 The Contractor will impose secrecy on (freelance) staff engaged by the Contractor.

11.3 However, the Contractor cannot be held liable for his (freelance) staff failing to observe secrecy if he can make it plausible that he was unable to prevent this violation.

## 12 Force majeure

12.1 Failures by the Contractor cannot be attributed to that party if they are not the fault of the Contractor, either by virtue of the law, the agreement or generally accepted standards.

12.2 Failures that cannot be attributed to the Contractor include, but are not limited to, circumstances as a result of which the Contractor is not able to (timely) meet his obligations, such as illness, accidents, breakdowns in the equipment used by the Contractor and which cannot be attributed to improper use or poor maintenance, breakdowns in the power supply or other circumstances beyond the control of the Contractor.

12.3 During the time that the force majeure period continues, the Contractor is entitled to suspend any obligations under the agreement. If such period exceeds the term of 30 days, either party may terminate the agreement without any obligation to pay damages to the other.

12.4 Insofar as the Contractor has meanwhile partly performed his obligations under the agreement at the time the force majeure commences, or will be able to do so, and the performed part and/or the part to be performed represents independent value, the Contractor will be entitled to separately invoice the part that has already been performed and/or is yet to be performed. The Client will be obliged to pay this invoice on the basis of an assumed separate agreement.

## 13 Liability; indemnification

13.1 The Contractor's liability for damage by virtue of the agreement with the Client will be limited to the extent of the total invoice amount in relation to the relevant agreement.

13.2 The Contractor cannot be held liable for indirect damage or losses including, but not limited to, direct trading losses, losses due to delays, loss of profits, regardless of the cause thereof and/or which party suffered the losses.

13.3 The Contractor cannot be held liable for personal injury, regardless of the cause thereof and/or which party suffered the injury.

13.4 The Contractor cannot be held liable for data carriers of whatever nature, made available to him for the performance of the agreement.

13.5 The Contractor cannot be held liable for costs or losses, regardless of their nature and regardless of which party incurred or suffered them, that are the result of the transport or shipment of data (carriers). This includes the provision of the service under the agreement.

13.6 The limitations in liability referred to in paragraphs 13.1 to 13.5 do not apply in the event of intent or gross negligence on the part of the Contractor.

13.7 In the event that the Contractor is held liable by a third party for any losses for which he is not liable under the agreement with the Client and/or these general terms and conditions, the

Client will fully indemnify the Contractor in this respect and pay the Contractor everything he must pay this third party.

13.8 The Client is obliged to indemnify the Contractor against all third-party claims that arise from the use of the delivery by the Client, unless the Contractor is liable by virtue of this article.

13.9 The Contractor cannot be held liable for gaps and/or inaccuracies in the specialist terminology or terminology used within the branch or business of the Client offered for translation, nor for any consequences which can arise from the use of this terminology (see also point 4.2). Following delivery and before using the translation, the Client must verify the technical correctness.

13.10 The Contractor cannot be held liable for any ambiguity in the text to be translated, as supplied by the Client.

#### 14 Deviation

14.1 These conditions can only be deviated from subject to mutual consultation between the parties and must be laid down in writing and signed for approval by those parties.

#### 15 Dispute resolution and applicable law

15.1 All disputes arising on account of an agreement between the parties will be settled by the competent court with jurisdiction in the district of the Contractor. Only Dutch law applies.

15.2 Prior to recourse to the courts, the parties will endeavour to solve the matter amicably.