

# P.F. Sworn Translations

## General terms and conditions

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### Definitions

- Client: 1) The natural or legal person who has entered into the contract (of Work) with the translator;  
2) The natural or legal person who, by means of an authorization, has given permission to a third party to enter into the contract for services with the Translator;
- Contract (of Work): The contract to be entered into by Translator and Client concerning translation work;
- Translator: The natural or legal person performing the Client's translation;
- Translation: The final version of the file/document after the translation work has been performed.

### 1. Applicability of terms and conditions

- 1.1. These General Terms and Conditions apply to all quotations and translations made by the Translator and all contracts between the Translator (hereinafter referred to as "the Translator") and the Client.
- 1.2. If there is anything unclear or contentious about the interpretation of any of the provisions in these General Terms and Conditions, then the interpretation will be made in accordance with the spirit of these provisions.

### 2. Quotations

- 2.1. All quotations made by the Translator are with no obligation.

- 2.2. Contract formation takes place by the Client's written acceptance of the quotation, or by the Translator's acceptance of the Work commissioned to him/her by the Client. The Translator gives a detailed description of how the source material is to be submitted and within what time frame(s) the source material must be in the Translator's possession.
- 2.3. The Translator can ask for an advance payment of up to 25% of the total amount of the translation work before starting with the order.

### **3. Changes or cancellation**

- 3.1. If the Client modifies the Work after formation of the contract, the Translator is entitled to adjust the delivery date and/or fee or reject the Work. Any work already done will be assessed in mutual in accordance with the principles of reasonableness and fairness.
- 3.2. If the Client cancels the Work commissioned, he/she has to pay for that part of the Work that has already been done as well as pay an amount of compensation, at an hourly rate, for any research done with respect to the remaining part of the Work.
- 3.3. If the Translator has reserved time for the performance of a work that has subsequently been cancelled and is no longer able to use this time for other work, the Client shall pay the Translator 50% of the fee for the portion of the Work that has not been done.

### **4. Performance and Non-disclosure**

- 4.1. The Translator undertakes to perform the Work to the best of his/her knowledge, ability, and expertise, keeping in mind the Client's stated purpose of the translation.
- 4.2. Unless it has been expressly stipulated otherwise, the Translator is authorized to have the Work (partly) performed by a third party, without prejudicing his/her

responsibility for observing confidentiality and for the proper performance of the Work.

- 4.3. The Translator cannot vouch for the correctness of the information supplied by the Client and does not accept any liability for damage and/or loss, of whatever nature, caused by the use of the information supplied.
- 4.4. If the Client defaults on the proper observance of whatever obligation he/she has entered into with the Translator, the Client will be liable for any damage and/or loss caused to the Translator, whether directly or indirectly.
- 4.5. Where possible, the Client is obliged to provide substantive explanation of the text to be translated on request and to provide relevant documentation and terminology where available. Providing such information is entirely at the Client's own expense and risk.
- 4.6. If the Client defaults on the proper observance of any of the obligations he/she has entered into with the Translator, the Client will be liable for any damage and/or loss caused to the Translator, whether directly or indirectly.
- 4.7. If, during the execution of the Contract, it appears that, for its proper execution, some modification or addition to the Contract is required, the parties will modify the Contract in a timely manner and by mutual consultation. As a result, the price initially agreed on may be raised or lowered. If such situations occur, the Translator will submit a cost estimate. The Client accepts the fact that the Contract may be modified, including an adjustment in price and delivery date.

## **5. Intellectual property**

- 5.1. The Translator has the copyright on the translations and other texts produced by the Translator.
- 5.2. The Client indemnifies the Translator against any claim by a third party regarding an alleged infringement of proprietary rights, patent rights, copyrights, or other intellectual property rights in connection with the execution of the Contract.

## **6. Termination**

- 6.1. The Translator has the right to terminate the Contract in full or in part if the Client defaults on his/her obligations, goes into liquidation, applies for a moratorium, is subject to a petition for insolvency, or fully or partially terminates or dissolves his/her business.
- 6.2. If it becomes apparent after formation of the Contract that performance of the Work cannot reasonably be accomplished, and if this non-performance is due to the information provided by the Client, the Translator is authorized to terminate the Contract or, as the case may be, charge extra costs for the work not included in the quotation.

## **7. Complaints and Disputes**

- 7.1. The Client must notify the Translator in writing of any complaints concerning the Work delivered as soon as possible within ten working days after delivery and in writing. Lodging a complaint does not release the Client from his/her obligation to pay for the work delivered.
- 7.2. If the complaint is well-founded, the Translator will improve or replace the delivered work within a reasonable period of time or, if the Translator cannot reasonably comply with this requirement, he/she will grant a price reduction.
- 7.3. Should the Client have made no complaints within the period stated in paragraph 7.1, he shall be deemed to have accepted the delivery in its entirety and complaints shall only be considered at the sole discretion of the Translator.

## **8. Lead Time and Delivery**

- 8.1. Unless expressly stipulated otherwise, the agreed lead time is an estimate. As soon as it becomes apparent to the Translator that the agreed delivery date is not feasible, the Translator is obliged to notify the Client without delay.

- 8.2. In the event of an attributable failure to meet the agreed lead time, the Client has the right to terminate the Contract unilaterally if he/she cannot, within reason, be expected to wait for its completion any longer.
- 8.3. Delivery is considered to have taken place at the time of personal delivery or dispatch by regular mail, telefax, courier, or electronic mail.

## **9. Fee and Payment**

- 9.1. In principle, the fee is based on a per-word rate unless otherwise agreed. As well as the fee, the Translator may charge the client for expenses in connection with the execution of the order. A minimum rate per language combination may be charged for every order.
- 9.2. All invoices must be paid within 14 days of the invoice date in the currency in which the invoice is drawn up. If payment is not made on time, the Client shall be deemed to be in default without further notice, in which case, a statutory interest of 2% shall be applied to the invoiced amount from the date of default until the moment of full payment.
- 9.3. Should the Client remain in default, the Translator shall be entitled to charge extra-judicial collection costs in accordance with the Compensation for Extra-Judicial Costs Order (*Besluitvergoeding voor buitengerechtelijke incassokosten*).

## **10. Liability and Indemnity**

- 10.1. The Translator is only responsible for damage and/or loss that is the direct and demonstrable result of an attributable breach on the Translator's part. The Translator is at no time liable for any other form of damage and/or loss, such as consequential loss, loss due to delay, or loss of profits. Where applicable, the Translator's liability is at all times limited to the invoice value, exclusive of value-added tax (sales tax), of the Work concerned.

- 10.2. If the Translator is liable for any damage and/or loss incurred, the Translator's liability is limited to a sum equivalent to the invoice value, exclusive of value-added tax (sales tax), of the Work concerned.

## **11. Force Majeure**

- 11.1. In these Terms and Conditions, the meaning of the term "force majeure" includes what is meant by according to statutory law and case law, as well as all exterior causes, whether foreseeable or not, that are beyond the Translator's control and that prevent the Translator from meeting his/her obligations. Its meaning includes - but is not confined to - fire, accident, illness, strike, riot, war, government measures, prolonged power cuts, disrupted transfer, and terrorist threats.
- 11.2. During the period of force majeure, the Translator's obligations are suspended. If, due to force majeure, the Translator is unable to meet his/her obligations, both parties are authorized to terminate the Contract, without any damages being required. However, the obligation to pay for work already performed remains in place.

## **12. Applicable Law, Disputes, and Competent Court**

- 12.1. All legally binding transactions between the Client and the Translator are governed by Dutch law.
- 12.2. Any dispute about these General Terms and Conditions are subject to the judgment of the competent Dutch court.