

Terms and conditions Jacqueline van Wijk VertalingenTranslations

Clause 1 - Applicability

All legal relations between **Jacqueline van Wijk VertalingenTranslations**, hereinafter referred to as "the translator" and the client shall be subject to these terms and conditions, to the exclusion of any terms and conditions used by the client, unless the translator has agreed otherwise in writing.

Clause 2 - Quotations and formation of contract

2.1 All offers and quotations on the part of the translator are made without obligation.

2.2 The contract is formed by the client's written or oral acceptance of the translator's quotation or, if no quotation was given, by the translator's written confirmation of the client's assignment. Quotations and deadlines may at all times be revoked if the translator was unable to see the full text before the quotation was given.

2.3 The translator is entitled to regard as his client the person who extended the assignment, unless that person expressly indicated that he was acting in the name and for the account of a third party, and provided that party's name and address were supplied to the translator at the same time.

Clause 3 - Changing and cancelling assignments

3.1 If the client makes changes, other than minor ones, to the assignment after the contract has been formed, the translator shall be entitled to revise the delivery date and/or the fee or reject the assignment altogether. In that case the client is obliged to pay for parts of the assignment that are already completed and the provision of paragraph 3 of this clause applies correspondingly.

3.2 If a client cancels an assignment, he is liable to pay for that part of the assignment that has already been completed plus a fee for research already carried out for the remainder, charged on an hourly basis.

3.3 If the translator has reserved time for the assignment and is unable to put it to other gainful use, the client shall be required to pay 50% of the fee for that part of the assignment that was not carried out.

Clause 4 - Performance of assignments and confidentiality

4.1 The translator is required to perform the assignment to the best of his professional knowledge and ability for the purpose the client has specified.

4.2 The translator will treat all information supplied by the client as strictly confidential as far as possible in relation to the performance of the assignment. The translator will require his associates to observe confidentiality. The translator is, however, not responsible for any breach of confidentiality by them if he can reasonably demonstrate that he was unable to prevent this breach.

4.3 Unless expressly agreed otherwise, the translator may have all or part of an assignment performed by a third party or third parties, without prejudice to his responsibility to observe confidentiality and ensure that the assignment is carried out properly. The translator shall require such third party to maintain confidentiality.

4.4 Upon request and where possible, the client will supply relevant information about the text to be translated, and also documentation and terminology, if available. Such documents will be sent for the account and risk of the client.

4.5 The translator does not guarantee the correctness of the information given to him by the client and does not assume liability for damage of any nature risen by inaccurate or incomplete information supplied by the client, even when this information has been supplied in good faith.

Clause 5 - Intellectual property

5.1 Unless explicitly agreed upon and stated in writing, the translator may reserve the copyright to texts translated by him and other texts.

5.2 The client indemnifies the translator against third-party liability due to infringements on property rights, patent rights, copyrights or other intellectual property rights in connection with the execution of the agreement.

Clause 6 - Deadlines and delivery dates

6.1 Any agreed delivery date is no more than a target, unless expressly agreed otherwise in writing. The translator is required to notify the client without delay if it has become clear to him that it will be impossible to deliver the translation on time.

6.2 Where the translator fails to meet an agreed deadline, in breach of the contract, and the client cannot reasonably be expected to wait for performance of the assignment, the client may cancel the contract unilaterally. In that case the translator will not be liable to pay any compensation.

6.3 The translation is deemed to have been delivered on the date and at the time it is sent. The moment when the text is posted, handed to a courier or - if the text is transmitted electronically - the moment when the medium confirms the transmission counts as the time of delivery.

6.4 In connection with the translator's performance of the agreement, the client is obliged to do anything reasonably necessary or advisable to effectuate prompt delivery by the translator.

Clause 7 - Fee and payment

7.1 Translation fees are normally based on a rate per word or an hourly rate, unless otherwise agreed. The translator may also charge for expenses agreed in advance with the client and connected with the performance of the assignment.

7.2 The fee mentioned by the translator for the work to be carried out, only concerns the performance pursuant to the agreed specifications.

7.3 All sums stated are exclusive of VAT, unless explicitly otherwise agreed.

7.4 Payments must be made within 30 days after invoice date in the currency stated in the invoice. In case of late payments the client is immediately in default without need of any notice, in which cases the client is obliged to pay statutory interest from the default date until the moment of full payment.

7.5 In case of extrajudicial collection costs, a collection rate of 15% of the first EUR 2,500 of the principal will be charged with interest and a rate of 10% of principal over EUR 2,500, with a minimum of EUR 100 per account.

Clause 8 - Termination and rescission

8.1 The agreement is deemed to be terminated when both parties have completely fulfilled all their obligations under the agreement.

8.2 If the client fails to discharge his obligations, or if his business goes into bankruptcy, or is liquidated, or if a court orders that payments to creditors be suspended, the translator shall be authorized to terminate the contract or suspend its performance in whole or in part without this giving rise to any obligation to pay compensation. In that case he can require immediate payment of the amount due.

Clause 9 - Complaints and disputes

9.1 The client must notify the translator of any complaints concerning the work delivered as soon as possible and in any event in writing within 10 working days of delivery. The fact that a complaint has been made does not release the client from his obligation to pay.

9.2 If the complaint is founded, the translator will correct or replace the work within a reasonable period of time or, if the translator cannot reasonably comply with the client's wish that the work be improved, he will reduce the price.

9.3 The client's right to complain shall lapse if the client has modified the work delivered, or had it modified, and then delivered it to a third party.

Clause 10 - Liability and indemnity

10.1 The translator is liable only for loss or damage that is a direct and demonstrable consequence of a fault for which he can be held accountable in law. The translator is never liable for any other form of loss or damage, such as trading or consequential loss, loss due to delay, or loss of profit.

10.2 In any event liability is limited to the amount invoiced for the assignment ex VAT. The translator's liability is in all cases limited to a sum of EUR 45,000 per event or sequence of related events.

10.3 The translator is relieved of any liability if the text to be translated is ambiguous.

10.4 The assessment of whether the text to be translated or the translation entails any risk of bodily injury is entirely at the client's expense and risk.

10.5 The translator is not liable for any loss of or damage to the documents, information or data carriers made available to him for the purpose of performing the assignment. Nor is the translator liable for loss or damage arising as a result of the use of information technology or modern means of telecommunications.

10.6 The client shall indemnify the translator and hold him harmless against all claims from third parties relating to the agreement and arising from the use of delivered products.

Clause 11 - Force Majeure

11.1 If the translator is unable to meet his obligations due to circumstances beyond his control and risk, he is 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, illness, strikes, riots, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond the translator's control.

11.2 If the translator is compelled by force majeure to discontinue further performance of the contract, he will retain the right to payment for any work performed up to that moment as well as reimbursement for any costs and out-of-pocket expenses incurred.

Clause 12 - Applicable law

Dutch law governs the contract between the client and the translator. All disputes and claims will be subject to the exclusive jurisdiction of the competent Dutch court.

Clause 13 - Filing and registration

13.1 These terms and conditions are filed under file number 53246152 with the Leiden Chamber of Commerce in December 2011.

13.2 Jacqueline van Wijk Vertalingen Translations is registered at the Leiden Chamber of Commerce register under file number 53246152.

In the event of any discrepancy between this English translation and the Dutch version of the Terms and Conditions ('Algemene Voorwaarden') the Dutch version will prevail. A copy of these terms and conditions will be sent to you free of charge upon first request.