

General terms and conditions Braxare

Definitions

The *client* is:

- 1) the natural person, or the legal persona, who enters into an agreement with the translator.
- 2) the natural person, or the legal persona, who, by means of power (of attorney) or authorization, has granted permission to a third party to enter into an agreement with the translator.

An *agreement* is:

A future agreement to be entered into or an agreement already entered into by the translator and the client concerning translation and/or any other services pertaining to texts such as revising, proofreading and post editing..

The *translator* is:

the natural person making the translation or providing other text related services such as correction, proof reading and post editing and thereby receiving this copyrights and intellectual property rights on previously named services.

The *translation* is:

The final document/ file after the translation has been finished, and spelling checks and type errors have been performed.

Article 1 – Applicability of these general terms and conditions

- 1.1 These general terms and conditions are applicable to all quotations made by the translator and all agreements between the translator (hereinafter referred to as “the Translator”) and the client (hereinafter referred to as “the Client”).
- 1.2 The Translator declares these terms and conditions applicable to each quotation and/or agreement he enters into with the Client.
- 1.3 With regard to the performance of the assignment, the Translator is allowed to engage the services of his employees or third parties, in which event the Translator exercises due care and diligence.
- 1.4 If at any time one or more provisions of these General Terms and Conditions become null and void or nullified wholly or partly, the remainder of these General Terms and Conditions will remain in full force. In this particular case, the Translator and the Client will decide in consultation on the replacement of the null and void or nullified provisions by new provisions, having consideration for the purpose and tenor of the original provisions as much as possible.
- 1.5 If there is uncertainty or disagreement about the interpretation of any of the provisions in these General Terms and Conditions, then the interpretation will be made in accordance with the tenor of these provisions.
- 1.6 If a situation arises between parties that has not been provided for in these General Terms and Conditions, this situation will be judged in accordance with the tenor of these General Terms and Conditions
- 1.7 If the Translator does not insist on the strict observance of these General Terms and Conditions at all times, this does not mean that the provisions concerned have become inapplicable or that, in other

cases, the Translator has in any way relinquished the right to insist on the strict observance of the provisions of these General Terms and Conditions.

Article 2 – Quotations, realization of an agreement

- 2.1 All quotations and estimates made by the Translator are free of engagement.
- 2.2 The files and/or documents submitted by the Client need to be submitted in certain formats, such as all file extensions of Microsoft Office, Adobe pdf-files, and file extensions of Trados. All other file formats have to be decided on in consultation with the Translator.
- 2.3 The realization of an agreement takes place by the Client's written acceptance of the quotation, or by the Translator's acceptance of the assignment commissioned to him by the Client. The Translator gives a detailed description of how the source material is to be submitted and within what time frame the source material should be in the Translator's possession.
- 2.4 If, for quotation purposes, the Translator has not been able to examine the complete text of the assignment within five working days after the quotation date, he may still revoke the quotation and/or time(s) of delivery after the assignment/quotation has been accepted. The aforementioned provision also applies if the files/documents submitted by the Client do not comply with the specifications of the source materials as referred to in Article 2.2.
- 2.5 If the Client accepts the submitted quotation under the condition of one or more modifications, then a new quotation will have to be submitted. If, in this event, no new quotation is submitted, no new realization of an agreement takes place.
- 2.6 A combined estimate does not oblige the Translator to perform part of the assignment at a pro rata quotation price. Previously submitted quotations do not automatically apply to future work.
- 2.7 The Translator cannot be held to his/her quotation, if that quotation, or part of it, contains an obvious mistake or clerical error.

Article 3 – Modifications, cancellation of an agreement

- 3.1 If the Client modifies the assignment after the realization of an agreement, the Translator is entitled to adjust the time of delivery/or fee, or reject the assignment. Any work already done will be assessed in mutual consultation and in accordance with the principles of reasonableness and fairness.
- 3.2 If the Client cancels the commissioned assignment, he/she has to pay for that part of the assignment 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 assignment.
- 3.3 If the Translator has reserved time for the performance of a assignment 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 part of the assignment that has not been done.

Article 4 – Performance of the assignment, secrecy

- 4.1 The Translator undertakes to perform the assignment to the best of his knowledge, ability, and expertise, keeping in mind the Client's stated purpose of the translation.
- 4.2 The Translator keeps all information provided by the Client strictly confidential. The Translator's employees and/or third parties engaged in the carrying out of the agreement are sworn to secrecy by the Translator.
- 4.3 Unless it has been expressly stated otherwise in writing, the Translator is authorized to have the assignment (partly) performed by a third party, without prejudice to his responsibility for observing secrecy and for observing the proper performance of the assignment.
- 4.4 The Translator may enter into a written agreement with the Client for the purpose of completing the assignment in stages and for the separate submission of invoices for (each) completed stage of the assignment.

- 4.5 If the assignment is performed in stages, the Translator may suspend the completion of portions of the assignment belonging to subsequent stages until the Client has approved in writing the already completed parts of the assignment
- 4.6 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.
- 4.7 If the Client is in default in proper fulfilment of obligations to the Translator, the Client will be liable for any damage and/or loss caused to the Translator, whether directly or indirectly.
- 4.8 If, during the execution of the agreement, it appears that, for its proper execution, some modification or addition to the agreement is required, the parties will modify the agreement 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 as far as is reasonably possible. By modifying the agreement, the initially quoted price may be changed. The Client accepts the fact that the agreement may be modified, including an adjustment in price and delivery period.

Article 5 – Intellectual property

- 5.1 Unless expressly stated otherwise in writing, the Translator reserves the copyright on translations and other texts produced by the Translator.
- 5.2 If, for the carrying out of the agreement, the Translator acquires knowledge about how to translate certain words/terminology, he/she has the right to use this knowledge for other purposes, or for the performance of other assignments. All this on the understanding that the Translator does not thereby prejudice his/her duty of confidentiality regarding the Client.
- 5.3 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 carrying out of the agreement.

Article 6 –Annulment

- 6.1 The Translator has the right to annul the agreement wholly or partly if the Client is in default concerning his/her obligations, goes into liquidation, applies for a moratorium, is subject to an instituted petition in bankruptcy, or wholly or partly terminates or dissolves his/her business.
- 6.2 If it becomes apparent after the realization of an agreement that performance of the assignment cannot reasonably be accomplished, and if this non-performance is due to the information provided by the Client, the Translator is authorized to annul the agreement or, charge additional costs for the work not included in the quotation. The above also applies if, in the carrying out of the agreement, it appears to be the case that the information provided by the Client at the time of realization of the agreement is fundamentally different from what is provided during the carrying out of the agreement.
- 6.3 Annulment of the agreement as referred to in articles 6.1 and 6.2 does not discharge the Client from his/her obligation to pay for the work already completed by the Translator.

Article 7 –Complaints and disputes

- 7.1 The Client notifies the Translator in writing of any complaints concerning the work delivered as soon as possible within ten working days after delivery. 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 will grant a price reduction.
- 7.3 If the Client and the Translator cannot resolve the complaint within a reasonable period of time, the dispute will be submitted to a competent Dutch judge.

- 7.4 The Client's right of complaint lapses if the Client has revised the work himself/herself or has ordered a third party to revise it without the Translator's written permission and subsequently publishes this revision or, has it printed.
- 7.5 If the competent Dutch judge establishes that the complaint is unfounded, the costs made by the Translator as a result of it, including the costs of research, will be at the expense of the Client.

Article 8 – Delivery period and time of delivery

- 8.1 Unless expressly stipulated otherwise, the agreed time of delivery is an estimate. As soon as it becomes apparent to the Translator that the agreed delivery period 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 time of delivery, the Client has the right to annul the agreement 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.
- 8.4 Delivery of documents via electronic mail is considered to have taken place at the time when the medium confirms the dispatch.

Article 9 – Fee and payment

- 9.1 Normally, the Translator's fee is based on a per-word rate. A fee may occasionally be charged on the basis of an hourly rate. In addition to a fee, the Translator may charge the Client for any disbursements related to the carrying out of an agreement.
- 9.2 Unless expressly agreed otherwise in writing, the agreed fee is exclusive of value-added tax (sales tax).
- 9.3 If the Translator and Client agree on a fixed fee or fixed price, the Translator nevertheless has the right to increase this fee or price if this increase is caused by an event as referred to in Article 4.8, by authority or obligation in accordance with the law, by wage rises and the like, or by anything else that could not be reasonably foreseen at the time of entering into the agreement. In this case, the Client has the right to annul the agreement, unless the parties accept a new fee or price by mutual agreement.
- 9.4 Accounts should be settled within 30 days of the invoice date, in the currency specified in the invoice. After the 30-day period has expired, the Client immediately will be in default, without further notice of default, in which case the Client also owes (statutory) interest from the date of default to the moment of full settlement.
- 9.5 If the Client is in default or non-compliant, then all reasonable costs incurred for obtaining a settlement in court or out-of-court shall be at the Client's expense. Extrajudicial collection costs are calculated on the basis of the generally accepted debt collection rates in the Netherlands. The payable debt collection costs are subject to (statutory) interest rates.
- 9.6 The Client is not entitled to offset any amount he/she owes the Translator. Objections against the invoiced amount do not suspend the obligation to pay.

Article 10 – Liability: indemnity

- 10.1 The Translator is only responsible for damage and/or loss that is the direct and demonstrable consequence of an culpable failing on the Translator's part. The Translator is at no time liable for any other form of damage and/or loss, such as trading loss, loss caused by delay, or loss of profit. Where applicable, the Translator's liability is at all times limited to the invoice value, exclusive of value-added tax, of the assignment 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, of the assignment concerned.

- 10.3 In a particular case, the Translator's liability is at all times limited to the amount paid out under the Translator's insurance policy.
- 10.4 The Client indemnifies the Translator against all claims made by third parties who have incurred damage/loss in connection with the carrying out of the agreement, and also if this damage/loss can be attributed to a party other than the Translator. Furthermore, in so far as the Translator's liability exists on the basis of this Article, the Client will indemnify the Translator against all claims from third parties arising from the use of the work delivered.

Article 11 – Force Majeure

- 11.1 In these Terms and Conditions, the meaning of the term “force majeure” includes what is meant by it in 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 annul the agreement, without there being any obligation to pay damages. However, the obligation to pay for already performed work remains in place. If the Client is the consumer, the power to suspend only applies in so far as this power is enforceable by law.
- 11.3 If, at the commencement of force majeure, the Translator has already met part of his/her obligations, or is only able to meet part of his/her obligations, the Translator has the right to send a separate invoice for the work performed so far, and the Client is obliged to pay this invoice as though it was a separate agreement.

Article 12 – Applicable law, disputes, and competent judge

- 12.1 All legal relations between the Client and the Translator are governed by Dutch law.
- 12.2 All disputes about these General Terms and Conditions are subject to the judgment of the competent Dutch judge.
- 12.3 The parties take a matter to court only if they have done their utmost to resolve the dispute by mutual consultation. If that consultation has not resulted in a solution, the dispute can be submitted to a competent Dutch judge.

Article 13 – Deposition and registration

- 13.1 Braxare Translations reserves the right to make modifications or additions to these General Terms and Conditions. Modifications also apply to already entered into agreements, in accordance to a 30-day period of notice after the Client has been given notice thereof. If a Client does not wish to accept a proposed modification or addition, he/she has the right to cancel the agreement until the date on which the new General Terms and Conditions will come into effect. The most recent and applicable version and previous version(s) can always be found at www.braxare.nl.
- 13.2 In the event of conflicting interpretations, the Dutch version of the General Terms and Conditions shall prevail.
- 13.3 Braxare Translations has been registered in the Trade Register of the Leeuwarden Chamber of Commerce under registration number 74181580.