

# arcobaleno vertalingen

## linguistic services

### Terms and Conditions<sup>1</sup>

#### Article 1 - General

1. The following General Terms and Conditions shall apply to all legal transactions between Arcobaleno Vertalingen and the principal and/or the employee, to the exclusion of the general conditions of the principal and/or the employee, unless Arcobaleno Vertalingen has agreed in writing to the application of the latter conditions. A 'principal' is defined as any natural person or legal entity which commissions Arcobaleno Vertalingen to perform specific 'linguistic activities', which are defined as the translation, correction or editing of texts.
2. These terms and conditions shall also apply to all agreements with Arcobaleno Vertalingen, the execution of which may require the involvement of third parties.

#### Article 2 - Validity

These conditions shall apply to all our cost estimates, notifications, quotations, acceptances and agreements, unless and in so far as we declare otherwise in writing, and as such prevail over possible similar conditions of the principal and/or the employee(s), which are hereby not accepted as well as being rejected in writing.

#### Article 3 - Quotations, entering into an agreement

1. All quotations and cost estimates of Arcobaleno Vertalingen shall be without obligation.
2. The contract shall take effect on the acceptance in writing by the principal of the quotation submitted by Arcobaleno Vertalingen, or - should no quotation have been submitted - by the confirmation in writing by Arcobaleno Vertalingen of a commission granted him by the principal. In the event of Arcobaleno Vertalingen being unable to examine the complete text before submitting his quotation Arcobaleno Vertalingen may however retract the cost estimate and lead times he has quoted after the principal has accepted the quotation. All quotations and fees stated shall be excluding VAT (btw) unless it has clearly been agreed to be otherwise.

<sup>1</sup> In the event of discrepancies or ambiguity between the original Dutch version of these Terms and Conditions and this translation, the Dutch text shall prevail.

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3. Arcobaleno Vertalingen may consider his principal to be the person who has commissioned the work, unless the said person has clearly stated that he is acting on behalf of, on the orders of and on the account of a third party and providing the name and address of the said third party are concurrently submitted to Arcobaleno Vertalingen.

### **Article 4 - Execution of commissions, confidentiality**

1. Arcobaleno Vertalingen commit himself to executing the commission to the best of his ability, thereby employing sound professional knowledge and skills, with due regard to the purpose specified by the principal.
2. Arcobaleno Vertalingen shall treat all information entrusted to him by the principal with the strictest confidence. Arcobaleno Vertalingen shall require his employees to observe the strictest confidence. Should an employee breach the said confidence, Arcobaleno shall not, however, be held liable if he can demonstrate that it was not in his power to prevent such disclosure.
3. Unless it has been expressly stipulated to the contrary, Arcobaleno Vertalingen shall be entitled to have the commission (partly) executed by a third party, without prejudice to his responsibility for the observance of confidentiality and for the quality of execution of the commission. Arcobaleno Vertalingen shall require the said third party to observe the strictest confidence.
4. On request, the principal shall provide Arcobaleno Vertalingen with information regarding the contents of the text to be translated, including documentation, reference material and terminology. Dispatch of the documents concerned shall be at the principal's risk and expense.
5. Arcobaleno Vertalingen shall not be held responsible for the accuracy of information supplied to him by the principal and shall on no account accept liability for damage of any kind if Arcobaleno Vertalingen has operated from inaccurate or incomplete information supplied to him by the principal, even if such information was supplied to him in good faith.

### **Article 5 - Lead time and delivery**

1. The agreed lead time shall be an estimated time, unless expressly stipulated otherwise. As soon as it becomes apparent Arcobaleno Vertalingen that the agreed delivery time is not feasible, he shall be bound to inform the principal immediately.
2. Should Arcobaleno Vertalingen be accountable for the delay in delivery, the principal shall be entitled - if it is unreasonable for him to wait any longer - to rescind the contract unilaterally. In this event Arcobaleno Vertalingen shall not be entitled to any compensation.

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3. In the event that a principal cancels an assignment for which Arcobaleno Vertalingen has already commenced work, the principal shall be liable to pay compensation, to be determined in accordance with circumstances, unless the assignment is cancelled by the principal for reasons which cannot be attributed to Arcobaleno Vertalingen, in which case Arcobaleno Vertalingen is entitled to the agreed fee or the fee which would reasonably have been due if the assignment had been completed.
4. Arcobaleno Vertalingen reserves the right to withdraw from an assignment if the principal alters the assignment, following acceptance by Arcobaleno Vertalingen, to such an extent that, in the opinion of Arcobaleno Vertalingen, said assignment could not reasonably have been accepted. Arcobaleno Vertalingen is then entitled to the agreed fee or the portion thereof which would reasonably have been due if the assignment had been completed, in accordance with the work performed by Arcobaleno Vertalingen up to that date.
5. Delivery shall be considered to have taken place at the moment of delivery by hand, dispatch by normal postal service or electronic post, fax, telex, courier, modem, etc.

### Article 6 - Fees and payment

1. Arcobaleno Vertalingen's fee is in principle based on a word tariff. For work other than translation a fee based on an hourly rate will in principle be charged. By request the principal shall be notified on the word tariff or hourly rate. Arcobaleno Vertalingen may, in addition to his fee, declare the expenses incurred in executing the commission..
2. All sums shall be stated excluding value-added tax (btw), unless it has been expressly stated to the contrary.
3. If the execution of the activities so requires and Arcobaleno Vertalingen has received a written or verbal request to that effect in advance, Arcobaleno Vertalingen has the right to increase the fee by a priority surcharge of 50% (working days) or 100% (Saturdays, Sunday, national holidays and night work) for activities performed outside normal office hours or devoted to the assignment at the expense of other scheduled activities.
4. Accounts should be settled at the latest date 15 days after the date of the invoice in the currency in which the invoice is drawn up. Should the payment not be made within the period specified, the principal shall immediately, without further notification, be in default, in which case the principal shall be liable for the statutory interest from the date of default to the moment of full settlement.

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5. In the event of extrajudicial collection, collecting rates of 15% over the first EUR 2,269.45 of the capital sum plus interest shall be levied and a rate of 10% over the remainder, with a minimum collection charge of EUR 68.08.
6. All collection costs, both judicial and extrajudicial, shall be for the principal's account.

### **Article 7 - Liability and indemnity**

1. Arcobaleno Vertalingen shall be responsible solely for damage that is the direct and demonstrable result of a shortcoming for which Arcobaleno Vertalingen can be held accountable. Arcobaleno Vertalingen shall never be liable for any other form of damage such as consequential loss, loss due to delay or loss of income or profits. The liability shall in every case be limited to a sum equal to the invoice value excluding value-added tax (btw) of the commission concerned, to a maximum of EUR 1,000.
2. Ambiguity in the text to be translated indemnifies Arcobaleno Vertalingen from any liability.
3. Judgment as to whether the text to be translated, or the translated text, contains certain risks of bodily harm or injury shall be the sole responsibility and liability of the principal.
4. Arcobaleno Vertalingen shall not be held responsible for damage to or the loss of documents, information or information carriers placed at his disposal for the purpose of executing the commission. Nor shall Arcobaleno Vertalingen be held liable for damage arising from the use of information technology or modern means of telecommunication.
5. Arcobaleno Vertalingen's liability shall be limited to a maximum of EUR 1,000 in each case.
6. The principal shall be bound to indemnify Arcobaleno Vertalingen from all claims from third parties arising from the utilization of the work delivered, excepting the liability of Arcobaleno Vertalingen that may exist on the grounds of the provisions of this article.

### **Article 8 - Rescission**

1. In the event of the principal failing to honour its commitments, or in the case of bankruptcy, moratorium, receivership or liquidation of the principal's business, Arcobaleno Vertalingen shall be entitled wholly or partially to rescind the contract or suspend the execution of the commission, such action never rendering Arcobaleno Vertalingen liable for any claim for damages. Arcobaleno Vertalingen may then demand immediate payment of remuneration due to Arcobaleno Vertalingen.
2. If, as a result of circumstances beyond its control, Arcobaleno Vertalingen can no longer honour its commitments, Arcobaleno Vertalingen is entitled to dissolve the agreement without being obliged to pay damages. Such

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circumstances shall include - but not be exclusively confined to - fire, accident, illness, strike, riots, war, hindrance or restriction of transport, governmental measures or other circumstances which are beyond Arcobaleno Vertalingen's control.

### **Article 9 - Complaints and Disputes**

1. The principal shall report complaints concerning the work delivered by Arcobaleno Vertalingen as soon as possible and inform him in writing of his dissatisfaction within ten days after acceptance. The reporting of a complaint shall in no way relieve the principal of his obligation to pay for the work delivered.
2. Should the complaint be well-founded, Arcobaleno Vertalingen shall improve or replace the delivered work within a reasonable period of time, or - if Arcobaleno Vertalingen cannot reasonably comply with the request for improvement - agree to a reduction in the fee.
3. If the principal and Arcobaleno Vertalingen cannot reach agreement concerning the complaint within a reasonable period of time, the two parties may submit the complaint to the Disputes and Disciplinary Committee of the NGTV (Netherlands Society of Interpreters and Translators) within two months after such situation has arisen. Settlement of the dispute shall in this case take place in accordance with the NGTV arbitration code.
4. The principal's right to make a claim shall cease if he has revised - or has caused to be revised - the work as delivered and has subsequently passed it on to a third party.

### **Article 10 - Force Majeure**

1. In the present terms and conditions, force majeure shall be understood, in addition to the legal definition and interpretation of the term, to include all exterior causes, whether anticipated or not, over which Arcobaleno Vertalingen cannot exercise any control, but which prevent Arcobaleno Vertalingen from being able to meet his commitments. Such circumstances shall in any case include - but not exclusively - fire, accident, illness, industrial action, rebellion, war, governmental measures or hindrance or restriction of transport.
2. During the period covered by force majeure Arcobaleno Vertalingen's commitments shall be suspended. Should the period within which force majeure prevents Arcobaleno Vertalingen from meeting his commitments exceed two months, either party shall be empowered to rescind the agreement; no obligation of indemnity shall in such case arise. If the principal is the consumer the empowerment to rescind shall only apply in so far as such empowerment is enforceable by law.

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3. If, at the time of the commencement of force majeure Arcobaleno Vertalingen has partially met his commitments, or can only partially meet his commitments, Arcobaleno Vertalingen shall be entitled to draw up a separate invoice covering the work executed and the principal shall be bound to pay the said invoice as though it applied to a separate agreement.

### **Article 11 - Intellectual property**

1. Unless it is expressly stated in writing to the contrary, Arcobaleno Vertalingen shall retain the copyright on translations and other texts executed by him.
2. The principal shall indemnify Arcobaleno Vertalingen from any claim by a third party regarding alleged breach of rights of ownership, patent, authors' copyright or other intellectual property in connection with the execution of the commission..

### **Article 12 - Legal system applicable**

1. The law of the Netherlands shall be applicable to all legally binding transactions between the principal and Arcobaleno Vertalingen.
2. Any dispute shall be subject to the judgment of the officially appointed Netherlands judge.