

# TERMS AND CONDITIONS OF KEES KRANENDONK\* FOR TRANSLATION AND WRITING SERVICES

\* registered in Spain as Cornelis Kranendonk

## Definitions

### Client

- 1) The natural or legal entity who has concluded the Contract with the Translator-Writer;
- 2) The natural or legal entity who, by means of a power of attorney/authorization, has given permission to a third party to conclude the Contract with the Translator-Writer.

### Contract

The agreement to be concluded between the Translator-Writer and the Client concerning translation/writing services.

### Translator-Writer

The natural or legal entity who provides the Translation/Text for the Client.

### Translation

The final file/document after the translation work has been carried out.

### Text

The final file/document after the writing work has been carried out.

## Article 1 - Applicability of the Terms and Conditions

**1.1** These Terms and Conditions shall apply to all quotations from the Translator-Writer and to all Contracts between the Translator-Writer (hereinafter referred to as "the Translator-Writer") and a Client, with the express exclusion of any (general) terms and conditions applied by the Client.

**1.2** The Translator-Writer shall declare these Terms and Conditions applicable to every quotation and/or Contract he concludes with a Client.

**1.3** The Translator-Writer may in the execution of the assignment involve his own employees or third parties, in which case the Translator-Writer shall exercise due care.

**1.4** If one or more provisions of these Terms and Conditions are, at any time, wholly or partially void or voided, these Terms and Conditions shall continue to apply in all other respects. The Translator-Writer and the Client will then consult to agree on new provisions to replace the void or voided provisions, whereby the purpose and meaning of the original provisions will be taken into account as much as possible.

**1.5** If there is any ambiguity or disagreement regarding the interpretation of one or more provisions of these Terms and Conditions, the interpretation should be in the spirit of these provisions.

**1.6** If a situation should arise between the parties that has not been provided for in these Terms and Conditions, such situation should be assessed in the spirit of these Terms and Conditions.

**1.7** If the Translator-Writer does not always require strict compliance with these Terms and Conditions, this shall not mean that the provisions thereof are not applicable, or that the Translator-Writer would in any way lose the right to require strict compliance with the provisions of these Terms and Conditions in other cases.

## Article 2 - Quotations, conclusion of Contract

**2.1** All offers and quotations from the Translator-Writer are without obligation.

**2.2** The Contract is concluded by the Client's signature on the quotation or by the acceptance by the Translator-Writer of the assignment given by the Client. The Translator-Writer shall ensure that a clear description is given of the delivery specifications and the lead time(s) within which the material to be supplied by the Client must be in the possession of the Translator-Writer. This signed quotation shall be sent to the Translator-Writer by email.



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**2.3** If the Translator-Writer has not been able to inspect the complete job description and original Text of the assignment related to the quotation within five working days of the quotation date, the Translator-Writer may, after accepting the assignment/quotation, revoke the quotation and/or lead time provided. The foregoing shall also apply if the files/documents submitted by the Client do not meet the delivery specifications referred to in Article 2.2.

**2.4** If the Client accepts the quotation issued with due observance of one or more modifications, a new quotation must be issued. If in such a situation no new quotation is issued, no Contract has been concluded.

**2.5** A composite quotation shall not oblige the Translator-Writer to carry out part of the assignment in return for a corresponding part of the quoted amount. Quotations previously submitted shall not automatically apply to future assignments.

**2.6** The Translator-Writer cannot be held to his quotation if it, or part thereof, contains an obvious mistake or typographical error.

### Article 3 - Alteration, withdrawal of assignments

**3.1** If, after the Contract has been concluded, the Client makes any alterations to the assignment, the Translator-Writer shall be entitled to adapt the lead time and/or the fee or to reject the assignment.

**3.2** If an assignment is withdrawn by the Client, payment for that part of the assignment that has already been completed shall be due, as well as compensation on the basis of an hourly rate for research that has already been carried out with regard to the remainder.

**3.3** If the Translator-Writer has reserved time for the execution of the assignment and this time cannot be used productively for another assignment, the Client shall be required to pay 50% of the fee for the portion of the assignment that has not been executed.

### Article 4 - Performance of assignments, confidentiality

**4.1** The Translator-Writer is bound to carry out the assignment to the best of his knowledge and ability and with due diligence for the purpose specified by the Client.

**4.2** The Translator-Writer shall treat all information made available by the Client as strictly confidential. The Translator-Writer shall require his employees and/or third parties to observe this code of confidentiality.

**4.3** Unless expressly agreed to the contrary, the Translator-Writer shall be entitled to have the assignment (partly) carried out by a third party, without prejudice to his responsibility for the confidential treatment and proper execution of the assignment.

**4.4** The Translator-Writer and Client may agree in writing that the assignment will be executed in stages and that any portions already executed will be invoiced separately.

**4.5** If the assignment is executed in stages, the Translator-Writer may suspend execution of the parts belonging to the next stage until the Client has approved in writing the work already completed.

**4.6** The Translator-Writer does not guarantee the accuracy of the information supplied by the Client to the Translator-Writer and accepts no liability for damage, of whatever nature, resulting from the use of such information.

**4.7** If the Client should default in the correct execution of their duties the Translator-Writer, the Client shall be liable for all damage caused directly or indirectly to the Translator-Writer as a result.



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**4.8** If, during the execution of the Contract, it should turn out that its proper execution requires the amendment or supplementation of the Contract, the parties shall consult each other in good time and agree on an appropriate adjustment. (This may result in an increase or decrease in the fee originally agreed upon. The Translator-Writer will quote the fee to the extent possible. By amending the Contract, the originally specified period of execution may be altered.) The Client shall accept the fact that the Contract may be amended, including the change in price and the period of execution.

### Article 5 - Intellectual property

**5.1** Unless expressly agreed otherwise in writing, the Translator-Writer shall retain the copyright on Translations and other Texts produced by the Translator-Writer.

**5.2** If the Translator-Writer, in the execution of a Contract, acquires knowledge of the translation of certain words/concepts, he may use this knowledge for other purposes or in the execution of other contracts. This is on condition that the Translator-Writer does not violate his duty of confidentiality in relation to the Client.

**5.3** The Client shall indemnify the Translator-Writer against claims from third parties arising from alleged infringement of property rights, patents, copyrights or other intellectual property rights in connection with the execution of the Contract.

### Article 6 - Rescission

**6.1** The Translator-Writer may terminate the Contract wholly or partially if the Client fails to meet their obligations, goes into liquidation, applies for a suspension of payment, a petition for bankruptcy has been filed or if the Client ceases all or part of their business operations or dissolves the company.

**6.2** If, after the Contract has been concluded, it turns out that execution of the assignment is not reasonably possible and the impossibility of execution is due to the information supplied by the Client, the Translator-Writer shall be entitled to rescind the Contract or to charge additional fees for work carried out that differs from that which was quoted. The foregoing shall also apply if, during the execution of the Contract, the information supplied by the Client at the time the Contract was concluded proves to be of a fundamentally different nature than that which was specified at the time the Contract was executed.

**6.3** Dissolution of the Contract as referred to in Articles 6.1 and 6.2 shall not relieve the Client of their obligation to pay for the work already performed by the Translator-Writer.

### Article 7 - Complaints and disputes

**7.1** The Client shall report complaints concerning the work delivered to the Translator-Writer in writing as soon as possible and in any case within ten working days after delivery. The submission of a complaint does not relieve the Client of their obligation to pay.

**7.2** If the complaint is well-founded, the Translator-Writer shall improve or replace the work delivered within a reasonable period of time or, if the Translator-Writer cannot reasonably comply with the request, offer a price reduction.

**7.3** If the Client and the Translator-Writer cannot reach agreement concerning the complaint within a reasonable period of time, the dispute must be submitted to the NGTV Disputes and Disciplinary Committee within two months after such a situation has arisen. Settlement of the dispute shall then take place in accordance with the dispute regulations of the NGTV. If no appeal is made to the Disputes and Disciplinary Committee of the NGTV, no appeal may be made to the civil courts (see Article 12.3 of these Terms and Conditions).



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**7.4** The Client's right to complain shall lapse as soon as the Client has edited or has caused to be edited the work as delivered without the written permission of the Translator-Writer, and has published or caused to be published the edited work.

**7.5** If the Disciplinary Committee has established that the complaint is unfounded, the resulting costs incurred by the Translator-Writer, including the costs of investigation, shall be borne by the Client.

### Article 8 - Time and date of delivery

**8.1** The agreed delivery lead time is a target, unless expressly agreed otherwise in writing. The Translator-Writer shall be bound, as soon as it becomes apparent to him that timely delivery is impossible, to inform the Client without delay.

**8.3** Delivery shall be considered to have taken place at the moment of delivery in person or dispatch by ordinary mail, fax, courier or electronic mail.

**8.4** Delivery of data by electronic mail shall be deemed to have taken place at the time when the medium has confirmed transmission.

### Article 9 - Fee and payment

**9.1** The fee for the Translator-Writer can consist of a project price or can be based on a rate per word or per hour. This is to be decided on a case by case basis by the Translator-Writer. In addition to his fee, the Translator-Writer may also charge the Client for any out-of-pocket expenses incurred in the execution of the assignment.

**9.2** The fee is exclusive of VAT, unless expressly agreed otherwise.

**9.3** If the Translator-Writer has agreed with the Client a fixed fee or a fixed amount, the Translator-Writer shall nevertheless be entitled to raise this fee or amount if the increase is the result of an event such as the one referred to in Article 4.8, or is the result of a legal right or obligation, or is caused by an increase in the price of wages etc. or on other grounds which could not reasonably have been foreseen at the time when the Contract was concluded. In this case, the Client will be entitled to dissolve the Contract, unless the parties agree on a new fixed fee or fixed price in mutual consultation.

**9.4** Invoices must be paid no later than 30 days after the invoice date in the currency in which the invoice is drawn up. After the 30-day period has expired, the Client will be in default immediately and without further notice, in which case the Client will owe statutory interest on the invoice amount from the date of default until payment is made in full.

**9.5** If the Client is in default or breach of Contract, all reasonable costs incurred in seeking compensation in and out of court will be borne by the Client. The extrajudicial costs will be calculated on the basis of what is customary in the Dutch collection practice. (Statutory) interest will also be due on the collection costs owed.

**9.6** The Client shall not be entitled to set off any amount they owe to the Translator-Writer. Objections to the amount of the invoice do not suspend the obligation to pay.

### Article 10 - Liability: indemnity

**10.1** The Translator-Writer shall be liable only for damage that is the direct and demonstrable result of a shortcoming for which the Translator-Writer is responsible. The Translator-Writer shall never be liable for any other form of damage, including trading loss, loss due to delay, or loss of profit. The liability shall in all cases be limited to a sum equal to the invoice value excluding value-added tax of the assignment concerned.



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**10.2** If the Translator-Writer should be liable for any damage whatsoever, the liability of the Translator-Writer shall be limited to an amount equal to the invoice value excluding value-added tax of the assignment concerned.

**10.3** The liability of the Translator-Writer shall in all cases be limited to the amount paid out by his insurer in a case such as this.

**10.4** The Client shall indemnify the Translator-Writer against any claims by third parties who suffer damage in connection with the performance of the Contract and where the damage is attributable to a party other than the Translator-Writer. Furthermore the Client shall indemnify the Translator-Writer against all claims by third parties arising from the use of the work delivered, except where the Translator-Writer is liable on the grounds of this article.

### Article 11 - Force majeure

**11.1** In these Terms and Conditions force majeure shall be understood to include, in addition to the legal definition and interpretation of the term, all exterior causes, whether foreseeable or not, over which the Translator-Writer cannot exercise any control, but which prevent the Translator-Writer from being able to meet his obligations. Such circumstances shall in any case include, but not be limited to: fire, accident, illness, strikes, riots, war, governmental measures, power cuts of long duration, transport restrictions and the threat of terrorism.

**11.2** During the period of force majeure, the obligations of the Translator-Writer shall be suspended. If fulfilment of the obligation is no longer possible owing to force majeure, both parties shall be entitled to rescind the Contract without any obligation to pay compensation. The Client's obligation to pay for work already carried out shall remain in force. If the Client is a consumer, the authority to suspend the Contract will only apply in so far as it is permitted by law.

**11.3** If, at the time of the commencement of the force majeure event, the Translator-Writer has already partially fulfilled his obligations, or can only partially fulfil his obligations, the Translator-Writer shall be entitled to invoice the work already carried out separately, and the Client shall be bound to pay this invoice as if it were a separate Contract.

### Article 12 - Applicable law, disputes and competent court

**12.1** The legal relationship between the Client and the Translator-Writer shall be governed by Dutch law.

**12.2** All disputes concerning these Terms and Conditions shall be subject to the jurisdiction of the competent Dutch court.

**12.3** The parties will only appeal to the court after they have made every effort to resolve the dispute by mutual consultation. If such consultation has not led to a solution, the dispute must first be submitted to the Disputes and Disciplinary Committee of the NGTV, before an appeal to the courts may be made. Article 7.3 is applicable mutatis mutandis.

### Article 13 - Validity

**13.1** The Translator-Writer reserves the right to amend or supplement these Terms and Conditions. Amendments shall also apply to Contracts already concluded, subject to a period of 30 days after notification of the Client. If a Client does not wish to accept a proposed amendment, they may terminate the Contract until the date on which the new Terms and Conditions take effect.

**13.3** The Dutch text of the Terms and Conditions shall always be decisive for the interpretation thereof.