

General terms for translation service

Article 1 - Definitions

In these general terms, the following definitions apply:

- the translation agency: Translation Agency W10H Xtra at Broek in Waterland, registered at the Chamber of Commerce in Amsterdam under number 63096757;
- the client: the natural person or legal entity that has assigned work activities to the translation agency.

Article 2 - Applicability

1. These general terms apply to any offers, agreements with and services by the translation, as well as to any legal relations between the translation agency and the client. The applicability of any additional general terms from client are expressly rejected.
2. Should any provision in these general terms be void or become nullified, the remaining provisions shall continue to apply. The translation agency and client will in that instance confer, to replace the void or nullified provision by another valid provision, aiming to observe the purpose and tenor of the void or nullified provision as much as possible.
3. If the translation agency does not require consistent strict observance of these general terms, this shall not lead to its provision not being applicable, or that translation agency should give up the right to demand strict observance of the provision in these general terms in other cases.

Article 3 - Quotations and establishment of the agreement

1. All quotations, offers and price quotations of the translation agency are non-binding.
2. The agreement will be established by written acceptance of quotation of the translation agency by client, or, if no quotation was issued, through written confirmation by W10H Xtra, regarding an assignment provided by the client.
3. W10H Xtra pursues a policy of advance payment of the total agreed price for the assignments to be performed. This advance payment must be paid into the account of W10H Xtra before any implementation of the assignment(s) has commenced. The above shall be applicable until the translation agency is regarding the relation with client sufficiently reliable to agree payment afterwards.
4. Price quotations and terms issued (deadlines) can always be revoked if the translation agency has not been given the opportunity to access the entire text to be translated or processed before issuing.
5. A composite price quotation does not oblige the translation agency to perform part of the assignment against a corresponding proportion of the price issued. Any previous quotations do not automatically apply to future assignments.
6. The translation agency consider their client to be the entity who provided the assignment, unless client expressly states that he is acting on behalf of, in the name of and for the account of a third party, provided that the contact details of this third party have been issued to the translation agency simultaneously. If this third party fails to fulfil their (payment) obligations towards the translation agency, the entity that provided the assignment shall be held accountable.
7. Any agreements and commitments made by the translation agency, will only bind the translation agency after the translation agency has confirmed those in writing.

Article 4 - Amendment and cancellation of assignments

1. Any modifications, by the client, to the text to be translated, after establishment of the agreement, will entitle the translation agency to adjust the delivery term and/or the price or to entirely reject or the assignment after all. In that instance, the client is obliged to payment of the part of the assignment that was processed already, while paragraph 3 of this article will be correspondingly applicable.
2. If client withdraws an assignment, client is obliged to fully remunerate the translation agency for the part of the assignment that was processed already. The translation agency will make this part available to the client at his request, but cannot guarantee its quality.
3. If the translation agency reserved time to process the withdrawn assignment, the translation agency is entitled to claim a compensation of 50% of the price for the part of the assignment that was not processed.

Article 5 - Implementation and confidentiality

1. The translation agency shall implement the assignment to the best of their ability and with appropriate specialised expertise, taking account of the client's objective, regarding the text to be translated or processed.
2. Unless expressly agreed contrarily, the translation agency has the right to use third parties for the implementation of the assignment. The translation agency will always be held accountable for the quality of the translation(s).
3. The translation agency shall treat the information provided by the client confidentially, insofar this is possible in connection with the processing of the assignment. The translation agency will oblige their staff and/or third parties to be used, to confidentiality. The translation agency is however not responsible for any violation of the confidentiality obligation by any assistants and/or third parties, if the translation agency can sufficiently demonstrate that this violation could not be prevented.

Article 6 – Delivery term and time of delivery

1. The delivery term issued is a target period, unless expressly agreed otherwise, in writing. As soon as the translation agency observes or expects that timely delivery is impossible, the translation agency will inform client about this.
2. In the event that a vital delivery term, expressly agreed in writing, is being exceeded, attributable to the translation agency, client is entitled to dissolve the agreement. In that instance, the translation agency will not be obliged to pay any compensation. This dissolution shall not affect the client's obligation to pay the part of the assignment that was processed. The provisions in this paragraph do not apply if the exceeding was a consequence of force majeure, as intended in article 10, or modifications in the text to be translated, as intended in article 14, par. 1.
3. The delivery is deemed to have taken place at the time of submission or issuing of the translation or other performance.
4. In connection with the implementation of the agreement by the translation agency, client is obliged to do his utmost to do what is reasonably necessary or desirable to facilitate timely delivery by the translation agency.
5. Client is obliged to fully cooperate with the issuing of the translation or other performance by the translation agency, in accordance with the agreement. Client will also be in negligent omission, without being summoned, should he refuse to accept the translation or other performance, in which case, the provision in article 7, par. 3 applies without prejudice.

Article 7 – Translation costs, other costs and payment

1. In the event of subtitling, translation costs shall be paid on the basis of the number of minutes of video, whereas (plain) text will be charged per word, unless agreed otherwise. Regarding "non-editable text" (e.g. .jpg's), a separate rate will apply. In addition to translation rates, the translation agency could charge other costs to client, in connection with the implementation of the assignment, such as postal charges, legalisation and courier costs.
2. The price issued by the translation agency for the activities to be performed, exclusively apply to the activities in conformity with the agreed specifications.
3. Invoice must be paid within a term of 30 calendar days after the invoice date (or within an alternative term, dictated in writing by the translation agency), without any discount, settlement or suspension, in the currency stated on the invoice. In the event of non-timely payment, client will be in default without any notice, in which case client shall be due the lawful interest over the outstanding payment, from the date of default until the moment of full payment.
4. Without prejudice to the lawful interest over the overdue amount, the translation agency is authorised to increase this overdue amount with any costs connected to the collection of the amount due. The extrajudicial expenses are established at 15% of the principal sum, at a minimum of € 40 for private clients and a minimum of € 500 for clients who are acting in the conduct of a profession or business.

Article 8 – complaints and disputes

1. Client must make any complaints known to the translation agency in writing, as soon as possible, but within 14 working days after delivery, at the latest. Voicing a complaint will not relieve client of his payment obligation.
2. Modifications made by the translation agency of any part of the translated or processed text, at the request of the client, does not imply that the translation agency acknowledges to have delivered a poor performance.
3. If client has not expressed any complaints, after the term set out in paragraph 1, it is assumed that what was provided was entirely accepted.
4. If the complaint is well-founded, the translation agency is entitled to correct or replace what was delivered, within a reasonable amount of time. If the translation agency cannot reasonably fulfil the desire for correction or replacement, a price reduction could be granted.
5. If the translation agency can demonstrate the non-admissibility of the complaint, the costs incurred by the translation agency, regarding this, will be passed on to the client.
6. The entitlement of client to file complaints will lapse as soon as the client has ordered or performed alteration to the product delivered without written permission of the translation agency.

Article 9 - Liability and indemnification

1. The translation agency is solely liable towards client for damage as a direct and demonstrable consequence of a shortcoming attributable to the translation agency, up to a € 1,000 maximum per project. Liability of the translation agency for any indirect damage or consequential damage is rejected under all circumstances.
2. The evaluation of the question whether (the use of) a text to be translated or processed, or the translation or adaption delivered by the translation agency, should involve any risk of personal injury or damage, shall be entirely at the client's expense and risk.

3. The translation agency cannot be held liable for damage to or loss of documents, information or information carriers, that were made available for the implementation of the agreement. Neither is the translation agency responsible for any costs and/or damage incurred as a consequence of the use of information technology and telecommunication resources, the shipment of information(carriers) or the presence of computer viruses in the files or information carriers provided by translation agency.
4. Client shall indemnify the translation agency against all claims by third parties, resulting from the use of what was delivered.
5. Client shall also indemnify the translation agency against all claims by third parties because of (alleged) breach of proprietary rights, patent rights and/or copyrights and/or other intellectual property, in connection with the implementation of the agreement.
6. If a translation is modified or adjusted in any way, by or on behalf of the client or a third party, without express written consent of the translation agency, the translation agency cannot be held liable for the modifications or adjustments made, not the consequences thereof.

Article 10 – Dissolution and force majeure

1. If client is in default with fulfilment of his obligations, asks for suspension of payments, is declared bankrupt (or a request is filed to do so), if a debt restructuring scheme for private individuals is in place towards the client, or in case of partial or complete cessation or liquidation of the client's business, the translation agency is authorised to partially or entirely dissolve the agreement or the implementation thereof, without being obliged to pay any compensation. In that instance, the translation agency is entitled to demand immediate payment of any outstanding amounts.
2. If, due to force majeure, the translation agency is not able to (entirely) fulfil its obligations, the translation agency is entitled, without being obliged to pay any compensation, to suspend the implementation of the agreement, or to dissolve the agreement altogether. If force majeure makes implementation of the agreement impossible, both parties are entitled to dissolve the agreement, without any obligation to compensation.
3. In these general terms, force majeure is defined, in addition to its definition provided by law and case law, as all external causes, foreseeable or not, that the translation agency cannot influence and which makes the translation agency unable to fulfil its obligations. These include: fire, accident, illness, strikes riots, war, terrorist threat, governmental measures, disruption of the services of Internet providers, flaws in telecommunication services and long-term interruption of the power supply.
4. If, at the start of the force majeure, the translation agency has already performed part of its obligations, or is able to only partly fulfil the obligations, translation agency is entitled to charge the part already performed and/or the part to be performed, as well as any costs related to the implementation of the assignment, while client shall be obliged to pay the relevant invoice, as though this concerned a separate agreement.

Article 11 - Copyright

Unless expressly agreed otherwise in writing, the translation agency retains the copyright of the translations and other text, produced or issued by the translation agency.

Article 12 – Applicable law, competent court and translations

1. Dutch Law will apply to all quotations and activities to be performed by the translation agency, as also to any agreements and legal relations between the translation agency and client.

2. In case of versions of these general terms in languages other than the Dutch language, the Dutch version will prevail.

Article 13 - Implementation

1. These general terms are effective as from 1 March 2021.