

## **GENERAL TERMS AND CONDITIONS OF THE NETHERLANDS ASSOCIATION OF INTERPRETERS AND TRANSLATORS (NGTV) FOR TRANSLATION WORK**

### **Definitions**

Client	1) The natural or legal person who has entered into the contract (of Work) with the Translator; 2) The natural or legal person who, <b>by means of</b> an authorization, has given permission to a third party to enter into the contract for services with the Translator;
Contract (of Work)	The contract to be entered into by Translator and Client concerning translation work;
Translator	The natural or legal person performing the Client's translation;
Translation	The final version of the file/document after the translation work has been performed.

### **Article 1 – Applicability of Terms and Conditions**

- 1.1 These General Terms and Conditions apply to all quotations made by the Translator and all contracts between the NGTV Translator (hereinafter referred to as “the Translator”) and the Client.
- 1.2 The Translator declares these Terms and Conditions applicable to each quotation and/or contract he/she enters into with the Client.
- 1.3 With regard to the performance of the Work, the Translator is allowed to engage the services of his/her 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 void or voidable, whether in part or in full, the rest of these General Terms and Conditions remain in place. In this event, the Translator and the Client will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.
- 1.5 If there is anything unclear or contentious about the interpretation of any of the provisions in these General Terms and Conditions, then the interpretation will be made in accordance with the spirit 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 spirit 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, Contract Formation**

- 2.1 All quotations and estimates made by the Translator are without obligation.
- 2.2 Contract formation takes place by the Client's written acceptance of the quotation, or by the Translator's acceptance of the Work commissioned to him/her by the Client. The Translator gives a detailed description of how the source material is to be submitted and within what time frame(s) the source material must be in the Translator's possession.
- 2.3 If, for quotation purposes, the Translator has not been able to examine the complete text of

the Work within five working days after the quotation date, he/she may still revoke the quotation and/or the lead times after the Work/quotation has been accepted. The aforementioned stipulation 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.

- 2.4 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 contract formation takes place.
- 2.5 A combined quotation does not oblige the Translator to perform part of the Work at a pro rata quotation price. Previously submitted quotations do not automatically apply to future work.
- 2.6 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 – Changes or Cancellations**

- 3.1 If the Client modifies the Work after formation of the contract, the Translator is entitled to adjust the lead time and/or fee, or reject the Work. 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 Work commissioned, he/she has to pay for that part of the Work 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 Work.
- 3.3 If the Translator has reserved time for the performance of a work 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 portion of the Work that has not been done.

### **Article 4 – Performance of the Work and Confidentiality**

- 4.1 The Translator undertakes to perform the Work to the best of his/her 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 execution of the contract are bound to confidentiality.
- 4.3 Unless it has been expressly stipulated otherwise, the Translator is authorized to have the Work (partly) performed by a third party, without prejudicing his/her responsibility for observing confidentiality and for the proper performance of the Work.
- 4.4 The Translator may enter into a written contract with the Client for the purpose of completing the Work in stages and for the separate submission of invoices for (each) stage of the Work completed.
- 4.5 If the Work is performed in stages, the Translator may suspend the completion of portions of the Work belonging to subsequent stages until the Client has approved in writing the Work already completed.
- 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 defaults on the proper observance of whatever obligation he/she has entered into with 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 contract, it appears that, for its proper execution, some modification or addition to the contract is required, the parties will modify the contract 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 whenever possible. By modifying the contract, the initially quoted price may be changed. The Client accepts the fact that the contract may be modified, including an adjustment in price and lead time.

#### **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 execution of the contract, 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 Work. 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 execution of the contract.

#### **Article 6 – Termination**

- 6.1 The Translator has the right to terminate the contract in full or in part if the Client defaults on his/her obligations, goes into liquidation, applies for a moratorium, is subject to a petition for insolvency, or fully or partially terminates or dissolves his/her business.
- 6.2 If it becomes apparent after formation of the contract that performance of the Work cannot reasonably be accomplished, and if this non-performance is due to the information provided by the Client, the Translator is authorized to terminate the contract or, as the case may be, charge extra costs for the work not included in the quotation. The above also applies if, in the execution of the contract, it emerges that the information provided by the Client at the time of contract formation is fundamentally different from what is provided during the execution of the contract.
- 6.3 A termination of the contract 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/she 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 is submitted to the NGTV Disputes and Disciplinary Committee within two months after this has been established. In that case, a settlement of the dispute takes place in accordance with the NGTV arbitration code. If no proceedings are instituted with the NGTV Disputes and Disciplinary Committee, it is subsequently not possible to institute proceedings with a civil court of law (refer to Article 12.3 of these Terms and Conditions).
- 7.4 The Client's right to lodge a complaint becomes void 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, as the case may be, has it printed.
- 7.5 If the Disciplinary Committee establishes that the complaint is unfounded, the costs made

by the Translator as a result of it, including the costs of research, are chargeable to the Client.

#### **Article 8 – Lead Time and Date of Delivery**

- 8.1 Unless expressly stipulated otherwise, the agreed lead time is an estimate. As soon as it becomes apparent to the Translator that the agreed delivery date 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 lead time, the Client has the right to terminate the contract 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 In principle, 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 performance of the Work.
- 9.2 Unless expressly agreed otherwise, the agreed fee is exclusive of value-added tax (sales tax).
- 9.3 If the Translator and Client agree on a fixed fee or 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 a statutory or regulatory power or obligation, by wage rises and the like, or by anything else that could not be reasonably foreseen at the time of entering into the contract. In this event, the Client has the right to terminate the contract, unless the parties accept a new fee or price after mutual consultation.
- 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 will be in default immediately and without further notice of default, in which case the Client owes the statutory interest from the due date 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 or out of court shall be for the Client's account. 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 does not have the right to set off the amount he/she owes the Translator. Objections against the invoiced amount do not suspend the payment obligation.

#### **Article 10 - Liability and Indemnity**

- 10.1 The Translator is only responsible for damage and/or loss that is the direct and demonstrable result of an attributable breach on the Translator's part. The Translator is at no time liable for any other form of damage and/or loss, such as consequential loss, loss due to delay, or loss of profits. Where applicable, the Translator's liability is at all times limited to the invoice value, exclusive of value-added tax (sales tax), of the Work 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 (sales tax), of

the Work concerned.

- 10.3 Where applicable, 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 performance of the Work, if this damage/loss is attributable 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 utilization 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 terminate the contract, without any damages being required. However, the obligation to pay for work already performed 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 must pay this invoice as though it concerned a separate contract.

#### **Article 12 – Applicable Law, Disputes, and Competent Court**

- 12.1 All legally binding transactions between the Client and the Translator are governed by Dutch law.
- 12.2 Any dispute about these General Terms and Conditions are subject to the judgment of the competent Dutch court.
- 12.3 The parties initiate court proceedings only if they have done their utmost to resolve the dispute by mutual consultation. If that consultation does not result in a solution, the dispute will first have to be submitted to the NGTV Disputes and Disciplinary Committee, before it can be submitted to a court of law. Article 7.3 applies accordingly.

#### **Article 13 - Deposition and Registration**

- 13.1 These revised General Terms and Conditions have been filed with the Amsterdam Chamber of Commerce in March 2013 under registration number 40516076.
- 13.2 The Netherlands Association of Interpreters and Translators ("NGTV") reserves the right to make modifications or additions to these General Terms and Conditions. Modifications also apply to contracts already entered into, subject to a 30-day notice period after the Client has been informed. If a Client does not wish to accept a proposed modification, he/she has the right to cancel the contract until the date on which the new General Terms and Conditions take effect.
- 13.3 In the event of conflicting interpretations, the Dutch-language version of the General Terms and Conditions prevails at all times.

13.4 The Netherlands Association of Interpreters and Translators (“NGTV”) has been entered into the Trade Register of the Amsterdam Chamber of Commerce under number 40516076.