

# Terms & Conditions

## 1 Definitions

In these terms and conditions, the following phrases and expressions carry the following meanings:

- <sup>35</sup><sub>17</sub> Translator: Roozenbeek Translations
- <sup>35</sup><sub>17</sub> Client: the company or individual for whom Roozenbeek Translations is providing the translation service
- <sup>35</sup><sub>17</sub> Service agreement: any agreement between Roozenbeek Translations and the Client regarding translation or any other service
- <sup>35</sup><sub>17</sub> Price Proposal: any oral and written proposal by Roozenbeek Translations regarding the costs of services.

## 2 Applicability of Terms & Conditions

- <sup>35</sup><sub>17</sub> The Terms & Conditions apply to all offers, price proposals, services, service agreements, legal acts and other services of any kind that the Translator provides the Client.
- <sup>35</sup><sub>17</sub> Changes in agreements and the Terms & Conditions regarding services provided by Roozenbeek Translations are only valid if and when these have been approved in writing by both the Client and the Translator.

## 3 Use of Translation Services

- <sup>35</sup><sub>17</sub> A Price proposal by Roozenbeek Translations remains non-committal at all times, unless stated otherwise.
- <sup>35</sup><sub>17</sub> Price proposals are based on the information provided by the Client to Roozenbeek Translations up until the date the price proposal was made. The Client guarantees that all information relevant to the successful execution of translation and other services are provided to Roozenbeek Translations. Roozenbeek Translations cannot be held responsible or accountable for the accuracy and completeness of any documents provided by the Client.
- <sup>35</sup><sub>17</sub> A service agreement exists once the price proposal as offered by Roozenbeek Translations has been agreed upon in writing by the Client. If a price proposal is not confirmed by the Client in any way, shape or form and Roozenbeek Translations proceeds to carry out the translation services before a confirmation has been received, the content of the price proposal shall count as agreed upon.
- <sup>35</sup><sub>17</sub> Roozenbeek Translations retains the right to use the services of third parties in carrying out its services.

## 4 Rights and Obligations of Roozenbeek Translations

- <sup>35</sup><sub>17</sub> Roozenbeek Translations will do its best to carry out the service as well as possible, in accordance with demands of good craftsmanship. This obligation should be seen as an obligation to maximum effort, as the achievement of set goals cannot be guaranteed.
- <sup>35</sup><sub>17</sub> If, in carrying out the service, there occur circumstances that might impair or negatively influence the continuation or completion of the service, Roozenbeek Translations as well as the Client will inform each other of this occurrence as soon as possible.
- <sup>35</sup><sub>17</sub> If any information coming from the Client, necessary to the completion of the service, is made available to Roozenbeek Translations too late or not in accordance with the agreement, or if the Client fails to meet its obligations otherwise, Roozenbeek Translations retains the right to cancel the agreement and claim all costs already made before said misinformation came to light, in accordance with Roozenbeek Translations' rates.
- <sup>35</sup><sub>17</sub> Roozenbeek Translations retains the right to replace any advisor(s) and/or employee(s) at any time. Roozenbeek Translations will do its best to replace these advisors and/or employees with people of the same level of knowledge and expertise, so as to maintain its level of quality and credibility.

## 5 Rights and Obligations of the Client

The Client will make sure that:

- <sup>35</sup><sub>17</sub> Roozenbeek Translations possesses all the necessary and useful information, documents and data it needs to carry out its services in time.
- <sup>35</sup><sub>17</sub> It will, if requested, provide Roozenbeek Translations with any substantial information regarding all documents mentioned in the agreement, including documentation and terminology, where available. The costs and responsibility for the dispatch of said documents lie with the Client.

## 6 Adaptation of the (content of the) agreement

- <sup>35</sup><sub>17</sub> If there are unforeseen circumstances that impair the successful completion of the service, Roozenbeek Translations and the Client shall attempt to find a solution in harmony and cooperation, including, for instance, an adaptation of the original content of the documentation.
- <sup>35</sup><sub>17</sub> The Client recognises and accepts that adaptations made in the (content of the) documentation (for example in size, length or style) can influence the original time schedule. If changes in documentation or agreements are at the request of or because of actions taken by the Client, Roozenbeek Translations retains the right to claim the costs of the extra workload according to its usual rates and prices.

## 7 Confidentiality

- <sup>35</sup><sub>17</sub> Roozenbeek Translations will treat all information provided by the Client with strict confidentiality. Roozenbeek Translations will oblige its employee(s) and/or advisor(s) to complete secrecy. Roozenbeek Translations is not accountable for violation of aforementioned secrecy and confidentiality, if it can be made reasonable to assume that Roozenbeek Translations was unable to prevent this violation from happening.
- <sup>35</sup><sub>17</sub> Roozenbeek Translations will only use the available information for the purpose for which they were provided. Documents and data shall always be treated as confidential if they are marked as such.
- <sup>35</sup><sub>17</sub> The Client will not provide information to third parties about the methods, materials and techniques of Roozenbeek Translations if not given explicit written permission to do so.

## 8 Duration and termination of the agreement

<sup>35</sup><sub>17</sub> The agreement lasts only for the duration of it and therefore ends legally when the service has been provided.

<sup>35</sup><sub>17</sub> The Client recognises that the duration and planning of the service can be influenced by a wide range of unforeseen factors, including but not limited to the quality of the information, documentation and terminology provided by the Client.

<sup>35</sup><sub>17</sub> Roozenbeek Translations will do its best to carry out the service within the agreed time schedule. This time schedule and other sub-schedules can never be defined as terminal deadlines. Barring deliberate attempts to failure or gross negligence from the side of Roozenbeek Translations, a violation of the time schedule and sub-time schedules does not give the Client the right to fully or partially cancel the agreement, nor to compensation for any damages or extra costs suffered.

<sup>35</sup><sub>17</sub> Both parties retain the right to cancel the agreement in writing before its termination, if and insofar as one of these parties can show that the execution of the agreement initially agreed upon is made extremely difficult or impossible for valid reasons and can no longer reasonably be expected to be carried out.

<sup>35</sup><sub>17</sub> In case of termination for any reason whatsoever, the Client shall fully and timely compensate Roozenbeek Translations for any costs made in the process of carrying out its services for the Client. All invoices already sent to the Client shall remain valid and should be paid immediately after the termination of the agreement.

<sup>35</sup><sub>17</sub> Both parties retain the right to immediately terminate the agreement fully or partially if the other party (a) has filed for bankruptcy, (b) has filed for a deferral of payment, (c) is subject to strikes and/or liquidation of property, or (d) has suffered a seizure of a large share of its assets. In any of these cases, Roozenbeek Translations is never responsible for compensation or restitution of payments already received from the Client in carrying out its services.

## 9 Rates and prices

<sup>35</sup><sub>17</sub> The costs of services provided by Roozenbeek Translations are, in principle, calculated per word. There is a minimum charge of 25 euros excl. VAT.

<sup>35</sup><sub>17</sub> For other services for which the word count is not in correlation with the duration or difficulty, such as the translation of websites or subtitles, Roozenbeek Translations and the Client can contact each other to determine a different rate.

<sup>35</sup><sub>17</sub> All rates and prices exclude Value Added Tax (VAT) and other taxes demanded by the Dutch Government.

## 10 Payments

<sup>35</sup><sub>17</sub> the Client is obliged to pay any invoice sent by Roozenbeek Translations within a period of 14 days after the invoice date into the bank account number provided by Roozenbeek Translations.

<sup>35</sup><sub>17</sub> If the Client does not make these payments in time or in full, then the Client is immediately considered to be failing to comply with Roozenbeek Translations' terms and conditions, and Roozenbeek Translations is owed commercial interest over the amount yet to be received. If the Client fails to fulfill its payments even after a reminder, Roozenbeek Translations is allowed to call in the services of a bailiff or any other company that collects unpaid invoices. In this case, the Client is not only held accountable for the costs owed to Roozenbeek Translations, but also for the compensation of all interior and exterior costs made by Roozenbeek Translations, including the costs made by third parties in the process of seeking payment from the Client.

<sup>35</sup><sub>17</sub> Before proceeding with carrying out its services, Roozenbeek Translations retains the right to demand reasonable security for the payment of its services, if Roozenbeek Translations has reason to assume that the Client is incapable of meeting its obligations in time or in full.

## 11 Liability

<sup>35</sup><sub>17</sub> Roozenbeek Translations and its advisors and/or employees are only accountable and contractually liable for damages suffered by the Client that is a direct result of gross negligence from the side of Roozenbeek Translations in carrying out its service to the Client.

<sup>35</sup><sub>17</sub> The aforementioned contractual liability and other accountability is always limited exclusively to the payments that Roozenbeek Translations has received from the Client for the services it has provided to the Client as they were agreed upon in the price proposal.

<sup>35</sup><sub>17</sub> Roozenbeek Translations and its affiliates are not liable to any damages that the Client or any third party suffers as a result of the translation services.

<sup>35</sup><sub>17</sub> Liability of Roozenbeek Translations for gross negligence exists only when the Client notifies Roozenbeek Translations of said negligence properly and in writing, taking into account a reasonable amount of time to restore any mistakes made, and if Roozenbeek Translations continues to neglect its duties, even after aforementioned reasonable amount of time to restore mistakes has passed. The notice of negligence should be a detailed description of Roozenbeek Translations' negligence, allowing Roozenbeek Translations to respond accordingly.

<sup>35</sup><sub>17</sub> Roozenbeek Translations cannot be held accountable for any consequential damages, consequential loss or indirect damages suffered by the Client that are the result of Roozenbeek Translations' failure to fulfill the agreement completely, properly or in time.

<sup>35</sup><sub>17</sub> The limitations to Roozenbeek Translations' liability mentioned in this article are not applicable in case of deliberate failure or gross negligence from the side of Roozenbeek Translations.

<sup>35</sup><sub>17</sub> Condition for the right to any compensation whatsoever is that the Client reports the damages suffered in writing to Roozenbeek Translations immediately after they are suffered. Every compensation request expires after 6 months after the termination of the agreement.

## 12 Concluding Comments

<sup>35</sup><sub>17</sub> If one of both parties is struck with a case of 'force majeure' in accordance with article 6:74 of the Dutch Civil Code, this party shall immediately inform the other party of this fact. Both parties shall then try to come to a solution in harmony and cooperation. If this situation of 'force majeure' lasts longer than three months, both parties retain the right to terminate the agreement in writing. Payments due shall be compensated according to the points mentioned under article number 8 in these terms and conditions. I

## 13 Applicability of Law- and dispute arrangements

<sup>35</sup><sub>17</sub> Dutch law applies to all disputes connected with these Terms and Conditions and/or agreements and contracts agreed upon by both parties.

<sup>35</sup><sub>17</sub> In case of a dispute between the Client and Roozenbeek Translations, both parties shall first attempt to settle these disputes amicably. If this turns out impossible, these disputes shall be exclusively submitted to the Court in 's Hertogenbosch.