

General Terms and Conditions

GENERAL TERMS AND CONDITIONS for services provided by members of The SIGV Court Interpreters and Legal Translators *)

(filed with the Utrecht Chamber of Commerce d.d. 19 January 2012, File no. 40483447)

1. Definitions

With regard to these terms and conditions the following concepts are understood to mean:

- a. Interpreter or translator: a member of the Association SIGV Court Interpreters and Legal translators, as well as the natural and legal persons used by this member for the performance of the work by contract;
- b. Client: the contracting party that entered into the contract with the interpreter or translator;
- c. Fees: the financial compensation (per line, proportionate to time or otherwise) -exclusive of advance payments as mentioned under sub d -upon which the interpreter or translator agreed with the client for the performance of the services by contract, or that applies to the activities concerned.
- d. Disbursements: expenses incurred by the interpreter or translator in the interest of the performance of the contract.

2. Applicability

2.1 With the exclusion of the general terms and conditions of the client, all contracts for services to be entered into with the interpreter or translator are governed by the terms and conditions in question, unless expressly stated otherwise in writing prior to the contract formation.

2.2 These terms and conditions also apply to all contracts entered into with the interpreter or translator, for the performance of which the involvement of third parties is required.

3. Quotations and formation of the contract

3.1 Quotations and deadlines may at all times be revoked if the interpreter or translator has not been able to form a clear picture of the activities to be performed as desired by the client.

3.2 A contract for services does not come into effect until the assignment is expressly accepted by virtue of authorization in writing of the interpreter or translator or other persons as mentioned in article 1a.

3.3 The interpreter or translator is entitled to regard as her client the person who extended the assignment, unless that person expressly indicated that he was acting in the name and for the account of a third party, and provided that party's name and address were supplied to the translator at the same time.

4. Changing/cancelling assignments

4.1 If the client makes changes, other than minor ones, to the assignment after the contract has been formed, the interpreter or translator shall be entitled to revise the delivery date and the fee or to still cancel the assignment without any legal consequences.

4.2 If a client, for whatever reason, cancels an assignment, he is liable to pay for that part of the assignment that has already been completed plus a fee for research already carried out for the remainder. The interpreter or translator will place the work already completed at the client's disposal.

4.3 If the interpreter or 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 be required pay 50% of the fee for that part of the assignment that was not carried out.

5. Performance of assignments, confidentiality

5.1 The interpreter or translator is required to perform the assignment to the best of her professional knowledge and ability for the purpose the client has specified.

5.2 The interpreter or translator will treat all information supplied by the client as strictly confidential.

5.3 Upon request and where possible, the client will supply relevant information about the activities as well as the circumstances under which they are required to be performed. This information in writing will be sent at all times for the account and risk of the client.

5.4 Prior to the assignment and in good time the client will supply the interpreter with all relevant and necessary information for the preparation to the interpreter's assignment.

6. Intellectual Property

6.1 Unless expressly stated otherwise in writing, the translator retains the copyright on translations and other texts produced by the translator.

6.2 The client shall indemnify the translator against all possible claims by third parties regarding an alleged infringement of proprietary rights, patent rights, copyrights, or other intellectual property rights in connection with performance of the contract.

6.3 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 translation of the information as supplied by client.

7. Deadlines and delivery dates

7.1 Unless expressly stipulated otherwise, the agreed delivery date for a translation is an estimate. The translator is required to notify the client without delay if it has become clear to him that it will be impossible to deliver the translation on time

7.2 In the event of an attributable failure to meet the agreed delivery date, the client has the right to terminate the contract unilaterally if he cannot, within reason, be expected to wait for its completion any longer. In that case the translator will not be liable to pay any compensation.

7.3 Delivery is considered to have taken place at the time of personal delivery or dispatch by regular mail, telefax, courier, or electronic mail.

7.4 Delivery of documents via electronic mail is considered to have taken place at the time when the medium confirms the dispatch.

8. Force Majeure

8.1 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 or interpreter's control and that prevent the translator or interpreter from meeting his/her obligations. Its meaning includes -but is not confined to -fire, accident, illness, strike, riot, war, government measures, prolonged power cuts and disrupted transfer.

8.2 During the period of force majeure, the Translator's obligations are suspended. If, due to force majeure, the translator or interpreter is unable to meet his/her obligations, or the period thereof exceeds two months, both parties are authorized to terminate the contract, without any damages being required.

8.3 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.

9. Fee and Payment

9.1 In addition to a fee, the client owes any disbursements as well as turnover tax related to the performance of the assignment, unless otherwise agreed. Prior to commencement of the assignment the interpreter or translator may charge the client for any disbursements connected to it. If the performance of the assignment covers a longer period of time than a month, activities already performed may be charged in the interim periods.

9.2 For activities to be performed between 8pm and 7am, in the weekend, or on public holidays a 50% surcharge is added to the regular fee.

9.3 For urgent translations a 50% surcharge is added.

9.4 When a reserved service is cancelled within three days prior to commencement of the assignment 25% of the fee of the time reserved is payable by the client, 50% is due when cancelled within two days prior to commencement of the assignment and 100% is due when cancelled one day prior or on the day of the assignment itself.

9.5 Unless otherwise agreed, accounts should be settled no later than within 30 days of the invoice date. 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.

9.6 After the 30-day payment term has expired the interpreter or translator is entitled to add a 10% surcharge on top of the statutory interest rate in accordance with EU regulations.

9.7 All judicial and extrajudicial collection charges, including legal fees, bailiffs' fees and costs of debt recovery services, shall be paid or reimbursed by the client. Extrajudicial collection costs will be charged in accordance with the graduated scale for such charges as stipulated by legislation.

9.8 The interpreter or translator may require the client to pay all or part of the fee and expenses in advance, and/or require additional security before starting work on the assignment.

9.9 If the client is of the opinion that the amounts the translator has invoiced are incorrect, he is required to object in writing, specifying his objections, within the time limit stipulated in paragraph 9.5.

10. Complaints and disputes

10.1 The client notifies the interpreter or translator of any complaints concerning the work delivered as soon as possible and in any event in writing within ten working days after delivery. The fact that a complaint has been made does not release the client from his obligation to pay.

10.2 If the complaint is well-founded, the interpreter or translator will, where possible, improve or replace the delivered work. If the interpreter or translator cannot reasonably comply with this requirement, he/she will grant a price reduction.

10.3 If the client and the interpreter or translator cannot resolve the complaint within a reasonable period of time and having notified each other thereof in writing, the dispute may be submitted to a dispute resolution committee chosen by the interpreter or translator.

10.4 The client's right to complain shall lapse if the client has modified the work delivered, or had it modified, and then delivered it to a third party.

11. Liability; Indemnity

11.1 The interpreter or translator is only responsible for damage and/or loss that is the direct and demonstrable result of an attributable breach on the interpreter's or translator's part. The client shall indemnify the interpreter or translator and hold him harmless against all claims for consequential damages regardless by which title. Where applicable, the interpreter's or translator's liability is at all times limited to the invoice value, exclusive of value-added tax (sales tax) of the work concerned.

11.2 The interpreter or translator is relieved of any liability if the text to be translated is ambiguous or vague.

11.3 The assessment of whether the text to be translated or the translation entails any risk of personal injury is entirely at the client's expense and risk; the client will indemnify the interpreter or translator and hold him harmless against any claims from third parties in connection with personal injury arising from the use of the work delivered.

11.4 The restriction of liability also applies when in the performance of the contract the equipment, software, data files, registers or other objects used by the interpreter or translator did not properly function.

11.5 The interpreter or translator is not liable for any loss of or damage to the documents, information or data carriers made available to him for the purpose of performing the assignment, with the exception of intent or gross negligence. Nor is the interpreter or translator liable for loss or damage arising as a result of the use of information technology or modern means of telecommunications, including the loss of confidentiality as a result of government measures in this area.

11.6 In accordance with art. 11.1 the liability of the interpreter or translator is in any event limited to an amount equal to the agreed fee for the service.

12. Termination

12.1 If the client fails to discharge his obligations, or if his business goes into bankruptcy, or is liquidated, or if a court orders that payments to creditors be suspended, the interpreter or translator shall be authorized to terminate the contract or suspend its performance in whole or in part without this giving rise to any obligation to pay compensation. In that case he can require immediate payment of the amount due.

12.2 In case of force majeure Article 8 of these terms and conditions does apply.

13. Applicable law

13.1 The contract between the client and the interpreter or translator shall be governed by Dutch law.

13.2 All disputes and claims that cannot be settled amicably in accordance with Article 10 will be subject to the exclusive jurisdiction of the competent Dutch court.

14. Deposition and Registration

14.1 These terms and conditions have been filed with the Utrecht Chamber of Commerce under registration number 40483447.

In the event of differences between the English translation of these terms and conditions and the Dutch original, the latter prevails.

*) references in this text to interpreter or translator it may equally be read as male as well as female interpreters or translators where appropriate