



GENERAL TERMS AND CONDITIONS OF MdZ TRANSLATIONS

My General Terms and Conditions are based on the terms of the Netherlands Association of Interpreters and Translators (NGTV, <https://www.ngtv.nl>).

Article 1 – Applicability of Terms and Conditions

- 1.1 These General Terms and Conditions shall apply to all quotations made by the Translator and all contracts between the translator of MdZ Translations (hereinafter referred to as “the Translator”) and the Client to which the Translator has declared these Terms and Conditions to be applicable, to the exclusion of the Client's terms and conditions unless the Translator has agreed in writing that they shall apply.
- 1.2 The Translator shall declare these Terms and Conditions applicable to each quotation and/or contract 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 her employees or third parties, in which event the Translator exercises due care and diligence. The present Terms and Conditions shall also apply to all contracts with the Translator for the performance of which third parties are required to be brought in.
- 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 shall 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 shall be without obligation.
- 2.2 Contract formation shall take place by the Client’s written acceptance of the quotation, or by the Translator’s acceptance of the Work commissioned to her by the Client. The Translator shall give 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, 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 her quotation, if that quotation, or part of it, contains an obvious mistake or clerical error.

Article 3 – Changes or Cancellations

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- 3.1 If the Client modifies the Work after formation of the contract, the Translator shall be entitled to adjust the lead time and/or fee, or reject the Work. In that case, the Client shall pay the translator for that part of the Work that has already been done. If after granting the assignment the Client requests changes in the execution of the Work, the Translator must be informed of these changes in writing and without delay.
- 3.2 If the Client cancels the Work commissioned, he/she shall be liable for payment of that part of the Work that has already been done as well as payment on the basis of a fee per hour 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 shall undertake to perform the Work to the best of her knowledge, ability, and expertise, keeping in mind the Client's stated purpose of the translation.
- 4.2 The Translator shall treat all information provided by the Client strictly confidential. The Translator's employees and/or third parties engaged in the execution of the contract shall also be bound to confidentiality. However, the Translator shall not be held liable for any breach of confidentiality by her associates if made plausible to not having been able to prevent said breach.
- 4.3 Unless it has been expressly stipulated otherwise, the Translator shall be entitled to have the Work (partly) performed by a third party, without prejudicing her responsibility for observing confidentiality and for the proper performance of the Work. Said third party shall be bound to confidentiality. However, the Translator shall not be held liable for any breach of confidentiality by a third party if made plausible to not having been able to prevent said breach.
- 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 shall on no account 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 lead time 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 shall retain 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, 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 her duty of confidentiality regarding the Client.
- 5.3 The Client shall indemnify 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

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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 shall be 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 shall notify the Translator in writing of any complaints concerning the work delivered as soon as possible within ten working days after delivery. Lodging a complaint shall in no way release the Client from his/her obligation to pay for the work delivered.
- 7.2 Should the Client lodge a complaint and should the Translator subsequently be able to reasonably show this complaint to be unfounded, the Translator shall be entitled to charge the Client for the additional time spent on dealing with this complaint and for any other expenses incurred in this connection.
- 7.3 Should the complaint be 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, she will grant a price reduction.
- 7.4 The Client's right to lodge a complaint shall become void after the time limit stipulated in Article 7.1 and/or 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 delivered to a third party.

Article 8 – Lead Time and Date of Delivery

- 8.1 Unless expressly stipulated otherwise, the agreed lead time shall be an estimate. As soon as it becomes apparent to the Translator that the agreed delivery date is not feasible, the Translator shall be 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. In this event the Translator shall not be liable to pay any compensation. However, the Client's obligation to pay for work already performed remains in place.
- 8.3 Delivery shall be considered to have taken place at the time of personal delivery or dispatch by regular mail, telefax, courier, or electronic means.
- 8.4 Delivery of documents via electronic means shall be 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 shall be 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

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- 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 shall be in default immediately and without further notice of default, in which case the Client shall owe 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.
- 9.7 The Translator shall be entitled to make the execution of the Work dependent on the Client's payment of a partial or complete advance. If the Client does not give any guarantee as intended above within five working days after requesting this, the Translator shall be entitled to postpone and/or annul the Work. In case of postponing and/or annulment the Translator shall still be entitled to payment of the Work carried out to date.
- 9.8 If the Client is of the opinion that the amounts the Translator has invoiced are incorrect, he/she shall be required to object in writing, specifying his objections, within the time limit stipulated in Article 9.4. If the Client fails to comply with the requirements as stated in this Article, he/she shall forfeit the right to object to the amount or composition of the invoice.

Article 10 - Liability and Indemnity

- 10.1 The Translator shall only be responsible for damage and/or loss that is the direct and demonstrable result of an attributable breach on the Translator's part. The Translator shall at no time be liable for any other form of damage and/or loss, such as consequential loss, loss due to delay, or loss of profits.
- 10.2 Should the Translator be liable for any damage and/or loss incurred, the Translator's liability shall be limited to a sum equivalent to the invoice value, exclusive of value-added tax (sales tax), of the Work concerned. Where applicable, the Translator's liability shall at all times be limited to the amount paid out under the Translator's insurance policy.
- 10.3 Ambiguity in the text to be translated indemnifies the Translator from any liability.
- 10.4 The assessment of whether the text to be translated or the translation entails any risk of bodily injury shall be entirely at the Client's expense and risk. The Client shall indemnify 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 shall indemnify the Translator against all claims from third parties arising from the utilization of the work delivered.
- 10.5 The Translator shall not be liable for any loss of or damage to the documents, information or data carriers made available to her for the purpose of performance of the Work. Nor shall the Translator be liable for loss or damage arising as a result of the use of information technology or modern means of telecommunications.
- 10.6 The Client shall indemnify the Translator against all claims from third parties in respect of which the Translator does not accept liability but where liability is nevertheless asserted.

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 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 shall be suspended. If, due to force

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majeure, the Translator is unable to meet her obligations, both parties shall be 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 a consumer, the power to suspend shall only apply 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 her obligations, or is only able to meet part of 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 shall be governed by Dutch law.
- 12.2 Any dispute about these General Terms and Conditions shall be subject to the judgment of the competent Dutch court in The Hague.
- 12.3 The parties shall initiate court proceedings only if they have done their utmost to resolve the dispute by mutual consultation.

Article 13 - Deposition and Registration

- 13.1 MdZ Translations has been entered into the Trade Register of the The Hague Chamber of Commerce under number 68250746.
- 13.2 MdZ Translations 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. The applicable version can at all times be found on www.mdztranslations.nl.
- 13.3 In the event of conflicting interpretations, the Dutch-language version of the General Terms and Conditions shall prevail at all times.

Last modification of these General Terms and Conditions: 1 January 2020.