



General terms & conditions

Article 1 – General These general terms & conditions are applicable on all legal relationships between Transferendi b.v., Savornin Lohmanstraat 9, 7642 XL Wierden, The Netherlands and the client, excluding (general) terms & conditions used by the client, unless Transferendi b.v. has agreed otherwise in writing.

Article 2 – Quotations and concluding of agreement

2.1 General offers and quotations of Transferendi b.v are without any obligations.

2.2 Quotations and specified deadlines can always be changed in case Transferendi b.v has not been able to preview the complete text that needs to be translated or edited prior to the quotation. The agreement will be concluded by written or verbal acceptance of the quotation from Transferendi b.v by the client or – if no quotation was offered – by written confirmation by Transferendi b.v of the issued assignment of the client.

2.3 Transferendi b.v. is allowed to consider his client as the person that has issued the assignment to Transferendi b.v, unless specifically is stated that he/she is dealing in the name of, on behalf of and for the account of a third party provided that the name and address of this third party has been given to Transferendi b.v. at the same time.

2.4 Agreements and commitments made by representatives or personnel of Transferendi b.v. are only binding after these have explicitly confirmed in writing by Transferendi b.v.

2.5 If Transferendi b.v. has reasonable doubts if the client is able to meet his payment obligations, Transferendi b.v. has the right to request sufficient security of the client before starting on the assignment or continuing the assignment.

Article 3 – Adjustments and cancellation of assignments

3.1 If the client makes adjustments, other than minor ones, to the assignment after the agreement was concluded, Transferendi b.v. has the right to amend the delivery time and/or fee or to still refuse the assignment. In this last case the client is obliged to pay for the work already done on this assignment and the provision in part 3 of this article will be applicable.

3.2 If an assignment is cancelled by the client, the client is obliged to completely pay for the work already done on this assignment. Furthermore, the client is obliged, if applicable, to pay a compensation, based on an hourly rate, for the already performed research activities for the remaining part. Transferendi b.v will provide the already done work to the client. In this case there will be no responsibility for the quality of the work.

3.3 If Transferendi b.v. has reserved time for the performance of the cancelled assignment, Transferendi b.v. is allowed to charge the client a compensation of 50% of the fee for the part of the assignment that was not performed.

Article 4 – Performance of assignments and confidentiality

4.1 Transferendi b.v. is obliged to perform the assignment to its best knowledge and ability and with the necessary expertise, taking into account the client's specified goal of the translated or edited text(s) by Transferendi b.v.

4.2 Transferendi b.v. will handle the provided information by the client with confidentiality as far as possible in relation to the performance of the assignment. Transferendi b.v. will oblige his employees to confidentiality. However, Transferendi b.v. is not liable for infringement of the obligation to confidentiality by these employees if Transferendi b.v. can prove that this infringement could not be prevented.

4.3 Unless explicitly agreed otherwise, Transferendi b.v. has the right to have an assignment (partly) performed by third parties, without prejudice to the responsibility of Transferendi b.v. for the confidential treatment and proper performance of the assignment. Transferendi b.v will oblige the relevant third party to confidentiality. Transferendi b.v. is however not liable for infringement of the obligation to confidentiality by this third party if Transferendi b.v. can prove that this infringement could not be prevented.

4.4 The client is obliged on request, if possible, to provide a substantial explanation of the translated text and if available, provide Transferendi b.v. with the relevant documents and terminology. The sending of such information will always be for the account and risk of the client.

Article 5 – Delivery date and time of delivery

5.1 The agreed delivery date is a target date, unless explicitly agreed otherwise in writing. As soon as Transferendi b.v. concludes or expects that timely delivery is not possible, Transferendi b.v. will immediately inform the client about this.

5.2 In case of accountable exceeding by Transferendi b.v. of the explicitly written agreed delivery date, the client has the right to unilaterally terminate the agreement, provided that in fairness it is not possible to wait any longer. In that case, Transferendi b.v. is not liable for any form of compensation. This termination does not affect the payment obligation of the client for the already performed part of the assignment.

5.3 Delivery is considered to take place at the time of sending. Time of sending is the moment of postal delivery, delivery by courier or by electronic delivery (fax, e-mail, modem, ftp etc.), the moment when the medium has completed the sending.



5.4 Regarding the performance of the agreement by Transferendi b.v., the client is obliged to do all that is reasonable necessary or appropriate in order to make a timely delivery by Transferendi b.v. possible.

5.5 The client is obliged to give his/her full cooperation for the delivery of the achieved performance in accordance with the agreement with Transferendi b.v. The client will be in default, without notice, if he/she refuses to accept the performance, in which case the provision in Article 6.5 will be applicable.

Article 6 – Fee and payment

6.1 The fee is in principle based on the valid tariff per word or hour of Transferendi b.v., unless agreed otherwise. Transferendi b.v. is also allowed to charge the client, apart from its fee, advance payments related to the performance of the assignment. For each assignment a minimum tariff per language combination can be charged.

6.2 The price quoted by Transferendi b.v. for the performance to be achieved, is only valid for the performance in accordance with the agreed specifications.

6.3 Transferendi b.v. has the right to increase the agreed price if the client supplies intractable text, unclear copies, faulty computer software or data files that will require more work or costs from Transferendi b.v. than was originally anticipated when concluding the agreement. The above list is not limitative.

6.4 All amounts stated are exclusive VAT.

6.5 All declarations should be paid within 14 calendar days after date of invoice (or within the written stated payment term by Transferendi b.v.), without any discount, settlement or suspension. All nett payments should be made in the currency as stated on the declaration. For late payment, the client is immediately in default without notice, in which case the client owes the legal interest on the invoice amount, increased with 2 percent, from the date of the default till the moment total payment is made.

6.6 If the client continues to be at default for late payment, Transferendi b.v. has the right to charge extrajudicial collection costs in accordance with the Decision compensation for extrajudicial collection costs.

Article 7 – Reclamations and disputes

7.1 Any disputes by the client should be notified to Transferendi b.v. in writing as soon as possible but at least within 10 working days after delivery. To issue a dispute does not discharge the client from his/her payment obligation.

7.2 If the client has doubts about the correctness of certain translation solutions and requests Transferendi b.v. to comment and if Transferendi b.v. can then prove that the given translations were not incorrect, Transferendi b.v. has the right to charge the relevant extra made hours and other expenses to the client.

7.3 If the client has not issued a dispute within the period mentioned in part 7.1, he/she is considered to have completely accepted the delivered and reclamations will only be dealt with by Transferendi b.v. if it is deemed desirable for its own reasons. Adjustments to part of the translated or edited text made by Transferendi b.v. as requested by the client, do not imply that Transferendi b.v. acknowledges that an inadequate performance was delivered.

7.4 If the dispute is justified, Transferendi b.v. is obliged to improve or replace the delivered within reasonable time; if Transferendi b.v. reasonably cannot comply with the request to improvement or replacement, a reduction on the price can be granted.

7.5 The client will lose the right to issue reclamations if the client has edited or made someone edit the part of the delivered that is related to the dispute, whether he then delivered it to a third party.

Article 8 – Liability and indemnity

8.1 Transferendi b.v. is only liable towards the client for damages that are a direct and proven effect of a shortcoming from Transferendi b.v. Transferendi b.v. is never liable for all other forms of damages, such as indirect damages, consequential damages, company damages, delay damages and lost profits.

8.2 In each case the liability of Transferendi b.v. is limited to the invoice value, excluding VAT of the already invoiced and/or delivered part of the relevant assignment. Plus, in all cases, the liability of Transferendi b.v. is limited to the amount of EUR 5.000,-- per occurrence or per series of related occurrences.

8.3 Ambiguity of the translated text will relieve Transferendi b.v. from any liability.

8.4 The assessment of the question if (the use of) the translated or edited text or the delivered translation or editing of it by Transferendi b.v. contains certain risks for injury damages, remains completely for the account and risk of the client.

8.5 Transferendi b.v. is not liable for damages regarding the provided documents, data and data carriers for the performance of the agreement. Neither is Transferendi b.v. liable for costs and/or damages caused by the use of information technology and telecommunication resources or caused by the transport or the sending of data (carriers) or the presence of computer viruses in the delivered files or data carriers by Transferendi b.v.

8.6 The client indemnifies Transferendi b.v. from all liabilities of third parties that occurs from the use of the delivered.

8.7 The client also indemnifies Transferendi b.v. from all liabilities of third parties regarding infringement of property right, patent, copyright or other intellectual property rights related to the performance of the agreement.



Article 9 – Termination and Force Majeure

9.1 If the client does not comply with his obligations, if the client has been declared bankrupt or his bankruptcy has been filed, if the client has applied for receivership or this has been granted, if in respect of the client debt repayment scheme for natural persons is applicable or in case of liquidation of the client's company, Transferendi b.v. has the right, without any liability for compensation, to terminate (part of) the agreement or to suspend the performance. Transferendi b.v. has the right to immediately request full payment of the outstanding amount.

9.2 If Transferendi b.v. is not able to meet its obligations due to circumstances beyond its own risk or control, Transferendi b.v. has the right, without being liable for compensation, to terminate the agreement. Such circumstance (Force Majeure) are at least – however not limited to – fire, accident, illness, strike, rebellion, war, terrorist attacks, transport restrictions, government measurements, disruptions in the service of internet providers, negligence of suppliers or other circumstance that are beyond the control of Transferendi b.v.

9.3 If Transferendi b.v. has to stop the further performance of the agreement due to force majeure, it will keep the right for compensation of the performed work and made costs and paid advances at that point of time.

Article 10 – Copyright Unless specifically agreed otherwise in writing, all copyright of the produced translations by Transferendi b.v. will transfer to the client at the moment he/she has met all his/her financial obligations towards Transferendi b.v. in relation to the relevant assignment.

Article 11 – Applicable law

11.1 All legal relationships between the client and Transferendi b.v. are applicable to Dutch law.

11.2 All disputes shall be subject to the judgement of the authorised court in the town of residence of Transferendi b.v.

Article 12 – Filing and registration

12.1 The general terms & conditions have been filed with the chamber of commerce in Enschede, The Netherlands on 9 October 2015 under number 64248240.

12.2 Transferendi b.v. is registered with the chamber of commerce in Enschede, The Netherlands under number 64248240. A copy of these general terms & conditions can be sent to the requester at all times, free of charge.