



General terms and conditions Linguattech Services B.V. – Version 20250101

Definition

In these General Terms and Conditions, “the Translation Agency” shall mean: Linguattech Services B.V., located at Prins Hendrikkade 170-3, 1011 TC Amsterdam. Registered under Chamber of Commerce number 68472781 and VAT number: NL857460535B01.

Article 1 – General

These General Terms and Conditions shall govern the legal relationship between the Translation Agency and the Client, and shall supersede any (general) terms and conditions of the Client, unless the Translation Agency approves the applicability of such terms and conditions in writing.

Article 2 – Quotes and creation of the agreement

2.1 General quotations and estimates provided by the Translation Agency shall not entail any commitment.

2.2 Quoted prices and deadlines may be revoked at any time if the Translation Agency has not had the opportunity to view the entire text to be translated or edited prior to issuing the quotation. The Client's oral or written acceptance of the quotation submitted by the Translation Agency or, if no quotation was submitted, confirmation in writing by the Translation Agency of an order placed by the Client shall constitute a contract.

2.3 The Translation Agency may consider as a Client any person or entity that has placed an order with the Translation Agency, unless said person or entity explicitly states that they are acting on the instructions, on behalf and at the expense of a third party, whose name and address shall be disclosed to the Translation Agency at the same time.

2.4 Agreements made and assurances given by representatives or personnel of the Translation Agency shall not be binding upon the Translation Agency unless explicitly confirmed by the Translation Agency in writing.

2.5 Any reasonable doubt on the part of the Translation Agency about the Client's ability to pay shall entitle it to require the Client to provide sufficient security before the Translation Agency commences or continues to execute an order.

Article 3 – Modification and termination of assignments

3.1 Any major changes made by the Client to an order after a contract has been concluded shall entitle the Translation Agency either to modify the quoted price and/or term of delivery or to refuse to execute the order after all. In the latter case, the Client shall be required to pay for the work already performed, and the provisions of clause 3.3 shall apply by analogy.

3.2 If an assignment is cancelled by the client, the client shall be bound to pay in full the portion of the assignment already performed. In addition, the Client shall, where applicable, pay a fee, based on an hourly rate, for research work already performed for the remainder of the work. The Translation Agency shall make the work already produced available to the Client, if desired. No guarantee shall be given as to the quality of the work produced.

3.3 If the Translation Agency has reserved time to work on a cancelled order, it may charge the Client 50% of the fee for that part of the order not performed.



Article 4 – Execution of assignments and confidentiality

4.1 The Translation Agency shall be required to execute the order to the best of its ability and with the requisite expertise, taking into account the purpose specified by the Client for the text(s) to be translated or edited by the Translation Agency.

4.2 The Translation Agency shall treat information provided by the Client as confidential to the extent possible in connection with the execution of the order. The Translation Agency shall require its employees to observe confidentiality. However, the Translation Agency shall not be liable for any breach of confidentiality by its employees if it can sufficiently demonstrate that it was unable to prevent the same.

4.3 Unless explicitly agreed otherwise, the Translation Agency shall be entitled to hire others to execute the order (in full or in part), without prejudice to the Translation Agency's responsibility for the confidential treatment and proper execution of the order. The Translation Agency shall require any such third party to observe confidentiality. However, the Translation Agency shall not be liable for any breach of confidentiality by such third parties if it can sufficiently demonstrate that it was unable to prevent the same.

4.4 The Client shall be required to provide the Translation Agency, if possible, with an explanation of the content of the text to be translated and, if such is available, with relevant documentation and terminology. Such information shall be dispatched at the Client's expense and risk.

Article 5 – Delivery period and time of delivery

5.1 Any agreed delivery date shall be a target date, unless explicitly agreed otherwise in writing. The Translation Agency shall notify the Client immediately if it perceives that it will be unable to meet an agreed deadline.

5.2 If a fixed delivery date is specifically agreed in writing and if the Translation Agency fails to meet it for reasons other than circumstances beyond its control, the Client shall be entitled to cancel the contract unilaterally, provided that it is no longer reasonable to expect performance of the contract. In such cases, the Translation Agency shall not be required to pay any compensation whatsoever. Such cancellation shall not affect the obligation on the part of the Client to pay for the work already performed.

5.3 Delivery shall be deemed to have taken place at the moment of dispatch. The time of dispatch is the moment of posting, delivery to the courier or, in the case of electronic dispatch (fax, e-mail, modem, ftp, etc.), the moment when the medium has completed the dispatch.

5.4 In consideration of the performance of the contract by the Translation Agency, the Client shall do whatever may reasonably be necessary or desirable to enable the Translation Agency to deliver on time.

5.5 The Client shall do everything in its power to facilitate delivery of the product by the Translation Agency under the contract. Any refusal to accept the Translation Agency's product shall constitute default on the part of the Client, and the provisions of clause 6.5 shall apply accordingly, even if no explicit request for acceptance has been made.

Article 6 – Fee and payment

6.1 Prices shall generally be based on the Translation Agency's current rate (per hour or per word), unless agreed otherwise. In addition to its fee, the Translation Agency may charge the Client for any out-of-pocket expenses incurred in the execution of the order. A

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minimum rate per language pair may be charged for each order.

6.2 Quoted prices shall apply only to services performed in accordance with agreed specifications.

6.3 The Translation Agency shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than might reasonably have been foreseen on conclusion of the contract as a result of having to work with laborious, time-consuming or unclear texts, for example, or faulty files or software supplied by the Client. The above list is not exhaustive.

6.4 All prices are quoted exclusive of VAT.

6.5 Invoices shall be paid net within 14 calendar days of the invoice date (or within such other term as the Translation Agency may specify in writing), without any discount, set-off or deferral, in the currency in which the invoice is drawn up. If payment is not made by the due date, the Client shall be in default - immediately and without notice of default being required - and shall owe the statutory interest due on the invoice amount, plus two percentage points, from the due date until settlement in full.

6.6 If the Client fails to pay on time, the Translation Agency shall be entitled to charge extrajudicial collection costs in accordance with the Netherlands Extrajudicial Collection Costs Decree 'Act compensation for extra-judicial collection expenses'.

Article 7 – Reclamations and disputes

7.1 The Client shall be required to notify the Translation Agency in writing of any complaints about the product supplied or service rendered by the Translation Agency as soon as possible, yet no later than ten working days after the said product is supplied or the said service is rendered. Lodging a complaint shall not release the Client from its payment obligations.

7.2 Should the Client query the accuracy of specific passages of the translation supplied by the Translation Company and ask the Translation Company for its comments, and should the Translation Company subsequently be able to demonstrate that the passages in question are not incorrect, the Translation Company shall be entitled to charge the Client in full for the additional time spent on dealing with the query and for any other expenses incurred in this connection.

7.3 If the Client does not lodge a complaint within the period specified in clause 7.1 above, the Client shall be deemed to have fully accepted the product supplied or the services rendered by the Translation Agency, and complaints shall only be considered if the Translation Agency at its sole discretion deems such to be expedient. Any changes made by the Translation Agency to any part of the translated or edited text at the Client's request shall not constitute an acknowledgement on the part of the Translation Agency of having supplied an inferior product or service.

7.4 In the case of a valid complaint, the Translation Agency shall be entitled to improve or substitute the product or service within a reasonable period of time; if the Translation Agency in all fairness is unable to meet the request for improvement or substitution, it may grant the Client a discount on the price.

7.5 The Client's right to complain shall lapse if the Client has itself edited or has caused to be edited that part of the product or service to which the complaint relates, regardless of whether it has subsequently supplied the product or service to a third party.



Article 8 – Liability and indemnification

8.1 The Translation Agency shall exclusively be liable to the Client for any loss or damage directly and demonstrably deriving from shortcomings attributable to the Translation Agency. Under no circumstances shall the Translation Company be liable for any other forms of loss or damage, such as indirect loss or damage, consequential loss or damage, trading loss, loss caused by delay, loss of savings, loss of profits or interruption of business operations. Nor shall the Translation Agency ever be liable for any loss or damage sustained more than one year after completion or performance of the engagement from which the alleged loss or damage results.

8.2 The Translation Agency's liability shall never exceed the invoice amount, exclusive of VAT, for the order in question. In the case of partial delivery, liability shall be limited to the invoice amount for the part of the order already invoiced and/or delivered. The liability per event or per related series of events will never exceed the total invoice amount of the order in question.

8.3 Ambiguity of the text to be translated shall release the Translation Agency from any liability whatsoever.

8.4 The question of whether (the use of) a text to be translated or edited or the translation or edited version of such text, produced by the Translation Agency, entails any risk of bodily injury shall be entirely at the Client's expense and risk.

8.5 No liability whatsoever shall be incurred by the Translation Agency in respect of damage to or loss of documents, data or data carriers made available to facilitate performance of the contract. Nor shall any liability be incurred by the Translation Agency in respect of any costs incurred and/or any loss or damage sustained as a result of the use of information technology and telecommunications media, or as a result of the transport or dispatch of data or data carriers, or the presence of computer viruses in any files or data carriers supplied by the Translation Agency.

8.6 The Client undertakes to indemnify the Translation Agency against any claims by third parties deriving from the use of the product supplied or the services rendered.

8.7 The Client shall also indemnify the Translation Agency against any claims by third parties on account of alleged violation of property rights, patent rights, copyrights or other intellectual property rights in connection with the performance of the contract.

8.8 Any rights of action whatsoever which the Client may have against the Translation Agency shall lapse by operation of law if they are not asserted by legal action within one year of the completion or performance of the contract on which the right of action is based.

Article 9 – Termination and force majeure

9.1 If the Client fails to meet its obligations, if the Client is declared insolvent or bankrupt or if a petition is filed for the Client's compulsory liquidation or bankruptcy, if the Client applies for or obtains a moratorium, if the Client is subject to an arrangement under the debt rescheduling regulations for natural persons or if the Client's company or business is liquidated, the Translation Agency shall have the right, without being required to pay any compensation, to dissolve the contract in whole or in part or to suspend performance of the contract. The Translation Company shall in that case be entitled to demand immediate payment of any amounts due to it.



9.2 Should the Translation Agency prove unable to meet its obligations due to circumstances beyond its control or risk, it shall be entitled to dissolve the contract without being required to pay any compensation whatsoever. Such circumstances (force majeure) include, but are not limited to: fire, accidents, illness, strikes, riots, war, terrorist attacks, transport restrictions, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond the Translation Agency's control.

9.3 If the Translation Agency has to discontinue further performance of the contract as a result of force majeure, it shall nevertheless retain the right to payment for work performed up to that point as well as reimbursement for costs incurred and out-of-pocket expenses paid.

Article 10 – Copyright

10.1 Barring explicit agreement in writing to the contrary, the copyright on translations produced by the Translation Agency shall devolve upon the Client at such time as the Client meets all its financial and other obligations to the Translation Agency in full with respect to the work in question.

10.2 Until such time as the Client meets all its financial obligations to the Translation Agency in full with respect to the work in question, the copyright to the translation shall vest in the Translation Agency and the Client shall not be permitted to publish or use the translation.

10.3 The Translation Agency shall permit the use of the translation that is subject to the Translation Agency's copyright for a period of up to 14 days after delivery and dispatch of the invoice. If the Client continues to use the translation after this period without full payment, this shall be deemed unlawful use.

10.4 If the Client makes unlawful use of the translation while the copyright is still vested in the Translation Agency, the Client shall be liable to pay compensation amounting to 10% of the invoice amount for each day that the translation is unlawfully used, subject to a maximum of double the original invoice amount.

10.5 When producing translations, so-called translation memories may be used as an aid. Insofar as any rights, such as copyright and/or database rights, arise from the use of the translation memory, such rights shall belong to the Translation Agency, unless agreed otherwise.

Article 11 – Applicable law

11.1 All legal relationships between the Client and the Translation Agency shall be governed by Dutch law.

Article 12 – Privacy provision

12.1 General

- a. The Translation Agency operates in accordance with the General Data Protection Regulation, the AVG, and collects only personal data for which it has a basis for processing.
- b. Before the Client issues a translation order, the Translation Agency shall only process personal data necessary to provide an offer.



c. No later than at the time of the quotation, the client will be asked to classify the translation order into the following categories:

Category 1: high risk

Type : The assignment contains personal data of a highly sensitive nature, such as criminal data and medical data.

Group : Limited to the actual translator and a person within the translation agency Security

: - very limited access rights

- storage takes place anonymously or pseudonymously

- strict retention period

- processing only within the EEA

Category 2: medium risk

Type : The order contains personal data that are of a sensitive nature and qualify as special personal data by law, with the exception of medical data, or relate to a person who is known or relate to a person or dispute that could cause consternation in society.

Group : Limited to a small group of up to 5 people, all on a need to know basis Security : - limited perusal rights

- storage need not be anonymous or pseudonymized but is allowed

- retention period

- processing only within the EEA and countries with an adequacy decision

Category 3: normal risk

Type : The order contains personal data such as name, address, place of residence. Group : limited to a group within the translation agency and the actual translator Security : - access rights internally not secured

- Storage is normal

- retention period

- Processing may take place worldwide within the framework of the AVG

d. The cost of the translation job depends in part on the client's prior choices such as

i. the category classification;

ii. the request to anonymize or pseudonymize the personal data;

iii. different retention periods;

iv. return or destruction of personal data.

e. The Translation Agency shall ensure that its employees are aware of AVG-compliant working with personal data through ongoing education. In addition, the translation agency has included strict confidentiality and penalties in contracts with employees working with personal data.

f. The translation agency also ensures that it takes and keeps up to date appropriate technical measures to adequately secure personal data.

g. The Translation Agency shall monitor the third parties it engages for compliance with the AVG and, if required, provide additional safeguards to ensure the security of personal data.

h. The Translation Agency shall not share personal data with foreign parties, unless it is required to do so by law or the Client grants permission for a translation job to be performed abroad.



i. Clients may exercise their rights under the AVG via the Data Subject Rights Form. The translation agency aims to process each request within four weeks.

12.2 Data breach

Should, despite the Translation Agency's best efforts, personal data be lost or accessed by unauthorized persons (data leakage), the Translation Agency shall notify the Client immediately and in any event within a period agreed by both parties.

The Translation Agency shall make every effort to minimize any damage caused by a data breach and, where possible, remedy the damage.

If requested, the Translation Agency shall assist the Client in reporting a data breach to the Dutch Data Protection Authority and, if necessary, to those involved.

A data leak shall not release the Client from its obligations under the contract with the Translation Agency, unless the Client is able to demonstrate or demonstrate gross negligence or default on the part of the Translation Agency.

12.3 Retention periods

The Translation Agency shall only retain personal data for as long as is necessary to carry out the translation job agreed between the parties, unless

- a. the Client consents to a longer retention period.
- b. the Translation Agency is required by law to observe a longer retention period.

In the event of versions of these terms and conditions in a language other than Dutch, the Dutch text shall prevail.

A copy of these General Terms and Conditions shall be sent to the Client free of charge on request.