

## **TERMS & CONDITIONS MS-TRANSLATIONS**

### **1. Definitions**

The following definitions apply to these general terms and conditions:

- Contractor: MS-Translations translation agency.
- Principal: that person who has provided the assignment to MS-Translations or who has signed the assignment confirmation.
- Contract: the agreement, whereby MS-Translations obligates herself in all cases to her principal to attend to a performance of the translation assignment to the best of her performance and abilities.

### **2. Application**

2.1. These terms and conditions apply to every quotation and every Contract between MS-Translations (henceforth known as MS) and the Principal upon which MS considers these terms applicable.

2.2. The terms & conditions outlined below are also applicable to all Contracts with MS, for which external third parties are necessary. At all times MS is entitled to use external third parties if necessary, and their involvement is also covered by these conditions.

### **3. Quotations and price estimations**

3.1. Quotations and price estimates are obligation-free and valid for 30 days from the date of the quotation.

### **4. Contracts**

4.1. The translation and/or other language service agreement is realised at the moment of written approval (also via email) and acceptance of the quotation provided by MS, or – in the case of no offer or quotation having been made in advance – at the moment of written (also via email) confirmation from MS of an assignment received, provided by the client.

All price offers and quotations exclude VAT, unless specifically stated otherwise.

4.2. A Contract to provide translation or other language services is agreed under the condition that MS, following close study of the proposed text, can, in the event of circumstances not falling under her account and within a reasonable timeframe, dissolve the Contract without any obligation to compensation.

4.3. MS may consider as a Principal that person who has provided the assignment to MS, unless said person has explicitly stated to be operating on behalf of a third party and only providing that the name and address of the third party has been concurrently supplied to MS.

## **5. Modification, withdrawal of assignments**

5.1. Any major changes made by the Principal after the Contract has been agreed, entitles MS to either modify the quoted price and/or terms of delivery or refuse to execute the order at all without obligation to compensate.

5.2. Cancellation of an order by the Principal shall entitle MS to claim payment for any translation work already performed for that order as well as compensation for hours spent on research of the remaining order.

5.3. If MS has reserved time for the remainder of the order which can no longer be applied to other projects, MS is entitled to charge the Principal 50% of the fee for the non-executed part of the work.

## **6. Execution of Orders, Confidentiality**

6.1. MS undertakes to carry out orders to the best of its ability, bringing to bear sufficient professional know-how to meet the purpose .

6.2. MS shall treat all information entrusted to her by the Principal with the strictest confidence.

6.3. Unless it has been expressly stipulated to the contrary, MS shall be entitled to have the commission (partly) executed by a third party, without prejudice to her responsibility for the observance of confidentiality and for the quality of execution of the commission. MS shall require the said third party to observe the strictest confidence.

6.4. On request, the Principal shall provide MS with information regarding the contents of the text to be translated, including documentation, reference material and terminology. Dispatch of the documents concerned shall be at the Principal's risk and expense.

6.5. MS shall not be held responsible for the accuracy of information supplied to her by the Principal and shall on no account accept liability for damages of any kind if she has operated from inaccurate or incomplete information supplied by the Principal, even if such information was supplied in good faith.

## **7. Intellectual Property Rights**

7.1. Unless it is expressly agreed in writing in advance to the contrary, MS shall retain the copyright on translations and other texts executed by MS.

## **8. Rescission**

8.1. In the event of the Principal failing to honour his commitments, or in the case of bankruptcy, moratorium, receivership or liquidation of the Principal's business, MS shall be entitled wholly or partially to rescind the contract or to delay the execution of the commission, such action never rendering MS liable for any claim for damages. In such event(s), MS may demand immediate payment of remuneration due.

## **9. Complaints**

9.1. Should a complaint be well-founded, MS shall improve or replace the delivered work within a reasonable period of time.

9.2. 1 The Principal shall report complaints concerning the work delivered by MS as soon as possible and in writing within fourteen days of reception of the assignment. Failure to report complaints with fourteen days will be considered as approval on the part of the Principal of the delivered assignment.

## **10. Payment**

10.1. The Principal agrees to pay MS a fee for services provided.

10.2. MS sets said fee in accordance with the general rates published elsewhere on this website.

10.3. Should payment not be made within the period specified on the invoice, the Principal shall immediately, without further notification, be in default, in which case the Principal shall be liable for the statutory interest from the date of default to the moment of full settlement.

10.4. In the event of both extrajudicial as well as judicial collection, all resulting fees (including legal fees, collection fees etc.) will be charged to the Principal.

## **11. Liability, indemnity**

11.1. MS shall be responsible solely for damage that is the direct and demonstrable result of a shortcoming for which MS can be held accountable. The liability shall in every case be limited to a sum equal to the invoice value excluding value-added tax (BTW) of the commission concerned. The following stipulations will apply:

- MS shall never be liable for any other form of damage such as consequential loss, loss due to delay or loss of income or profits.

- MS shall never be liable for damages caused with malice aforethought by translators and / or assistants.
- In the event that the fee for executed assignment is slight in relation to the damages claimed, MS's liability shall be limited.

11.2. MS shall not be held responsible for damage to or the loss of documents, information or information carriers (books, papers, manuscripts) placed in her disposal for the purpose of executing the commission.

## **12. Force Majeure**

12.1. In the present terms and conditions, force majeure shall be understood , in addition to the legal definition and interpretation of the term, to include all exterior causes, whether anticipated or not, over which MS cannot exercise any control, but which prevent MS from being able to meet her commitments. Such circumstances shall in any case include - but not exclusively - fire, accident, illness, industrial action, rebellion, war, governmental measures or hindrance or restriction of transport.

12.2. During the period covered by force majeure MS's commitments shall be suspended. Should the period within which force majeure prevents MS from meeting her commitments exceed two months, either party shall be empowered to rescind the agreement; no obligation of indemnity shall in such case arise. If the Principal is the consumer the empowerment to rescind shall only apply in so far as such empowerment is enforceable by law.

12.3. 3 If, at the time of the commencement of force majeure MS has partially met her commitments, or can only partially meet her commitments, MS shall be entitled to draw up a separate invoice covering the work executed and the Principal shall be bound to pay the said invoice as though it applied to a separate agreement.

## **13. Applicable Law**

All agreements entered into by MS shall be governed by Dutch law and these terms & conditions.

This text is translated from Dutch and the Dutch version will always prevail.

MS-Translations translation agency is registered with the Middelburg Chamber of Commerce under number 22055732

Vlissingen, 04.02.2005

M.A. Maïke Sommer