

General Terms and Conditions of Business Dutch Translation Service van Doorne

General Terms and Conditions of Business

1. Area of validity

(1) These General Terms and Conditions of Business apply to all business transactions between Dutch Translation Service and its clients unless anything to the contrary has been expressly agreed. The client accepts these terms by placing the order, and they apply for the whole duration of the business relationship.

(2) The clients terms of business shall only be binding on Dutch Translation Service if Dutch Translation Service has specifically accepted them.

2. Placement of order and clients obligation to co-operate

(1) The client shall place orders for translation work by electronic transmission or in any other way. In the interests of efficient co-operation orders shall also be accepted by telephone or telefax.

(2) If files are supplied by email or any other form of remote transmission, the client shall be responsible for making a final inspection of the transmitted texts and ensuring that they are correct and complete.

(3) The client shall inform Dutch Translation Service of the nature of the text, the target language, and in particular any specific terminology requirements, and if relevant the purpose to which the translation is to be put. The client shall also provide Dutch Translation Service with all information and documentation necessary for the production of the translation such as glossaries, tables, or lists of abbreviations when placing the order.

(4) The client shall bear the costs resulting from any mistakes caused by his failure to meet his obligation to co-operate.

3. Remuneration and terms of payment

(1) No offers or prices shall be deemed binding. The unit of currency shall be the euro.

(2) All prices stated by Dutch Translation Service are net prices and do not include Value Added Tax. This must be added at the currently applicable rate.

(3) The fee for services shall be due for payment net of any deductions within 30 days of invoice date.

4. Delivery dates

Delivery dates shall be agreed as binding when the order is placed. Dutch Translation Service shall not be deemed to be in arrears if delivery is delayed for reasons outside its control.

5. Acts of God, force majeure, operational, network and server breakdowns

(1) Dutch Translation Service shall bear no liability for any injury, loss, or damage caused by an Act of God, force majeure, or similar events such as natural disasters or interruptions to operations. Dutch Translation Service shall likewise bear no costs incurred through traffic, network, or server breakdowns or other breakdowns in circuits or transmission for which it is not to blame.

(2) In any such exceptional circumstances Dutch Translation Service shall reserve the right to cancel the contract in its entirety or in any part or parts.

6. Viruses

Dutch Translation Service shall likewise bear no liability for any loss or damage caused by computer viruses for which it is not to blame.

7. Execution and rectification of defects

(1) Unless anything to the contrary has been specifically agreed concerning the quality requirements of the translation, or any specific requirements are discernible in the nature of the order itself, Dutch Translation Service shall prepare the translation to the best of its knowledge and ability and ensure that it is complete and grammatically correct and also correct in terms of its meaning.

(2) The client shall have the right to require Dutch Translation Service to rectify any defects that the translation may contain. Any request raised by the client for the rectification of defects shall include exact information on and a description of the defect. If the attempt at rework should prove unsuccessful, the client shall be entitled to require a reduction in the fee. The legal regulations on statute bar shall apply.

(3) The client shall have no rights over and above the foregoing with regard to non-fulfilment of contract.

8. Legal liability

(1) With regard to any violation of contract, Dutch Translation Service and its vicarious agents shall bear no legal liability unless they have acted with intent or in gross negligence.

(2) Dutch Translation Service shall likewise bear no liability for translation errors caused by the provision of incorrect or incomplete information or the late provision of information or documentation or to any source texts being defective or illegible in their entirety or in any part or parts.

(3) If the client has not informed Dutch Translation Service that the translation is to be printed, and if he omits to provide Dutch Translation Service with a proof for correction and approval, the client shall bear any costs caused by defects in the printed translation.

(4) Dutch Translation Service shall likewise bear no legal liability for the loss of material provided by the client if Dutch Translation Service is not to blame for the loss. The client shall ensure that his data is adequately secured.

9. Retention of title and copyright

(1) Any translation that has been delivered shall remain the property of Dutch Translation Service until it has been paid for in full.

(2) Dutch Translation Service shall retain its copyright.

10. Secrecy

(1) All texts shall be treated as strictly confidential. Dutch Translation Service shall be under an obligation to maintain silence over all facts that come to its attention in connection with its work for its clients.

(2) With regard to the electronic transmission of texts and data and other means of electronic communication between the client and Dutch Translation Service and any vicarious agents who may be involved, Dutch Translation Service cannot guarantee any absolute protection of company or information secrets and other confidential data as the possibility cannot be precluded that unauthorised third parties gain access by electronic means to the texts and data that have been transmitted.

11. Agreement on choice of law

German law shall apply exclusively to all contractual relationships and other business connections between Dutch Translation Service and the client.

12. Agreement on place of adjudication

The place of adjudication for any legal disputes arising from the legal relationship between Dutch Translation Service and the client shall be Heidelberg, Germany.

13. Validity

The validity of these General Terms and Conditions of Business shall not be affected by any invalidity applicable from the start or later to any of its individual.