



Vertaalbureau Appel Apple Translations

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Apple Translations
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General Terms and Conditions AppleTranslations.com

Definitions

In these General Terms and Conditions “Translation Agency” refers to: AppleTranslations.com, with its registered office at Papaverweg 34, 1032 KJ AMSTERDAM, the Netherlands.

Article 1 - General

These general terms and conditions are applicable to all legal relationships between Translation Agency and the client, excluding the (general) terms and conditions applied by the client, unless Translation Agency agrees in advance in writing to the applicability thereof.

Article 2 - Offers and coming into effect of the agreement

- 2.1 General offers and quotes from Translation Agency are without obligation.
- 2.2 Translation Agency may deem to be its client all persons who have provided an order to Translation Agency, unless these have expressly stated thereby to be acting on the instructions of, in the name of and on the account of a third party, and provided that the name and address of this party are provided at the same time to Translation Agency.
- 2.3 If Translation Agency has reasonable cause to doubt if the client will be able to fulfil its payment obligations, Translation Agency is entitled, prior to the commencement of the order or continuation of the execution thereof, to demand adequate security from the client.

Article 3 - Amendments and cancellation of orders

- 3.1 If the client after the coming into effect of the agreement makes anything other than minor amendments to the order, Translation Agency is entitled to adapt the delivery period and/or the charges, or to refuse the order at a later date. In the latter case client will be bound to payment of the part of the order already executed and the provisions of subsection 3 of this article will apply mutatis mutandis.
- 3.2 If an order is cancelled by the client, client is bound to payment in full of the part of the order already executed.
- 3.3 If Translation Agency has reserved time for the execution of the cancelled order, Translation Agency can charge the client a reimbursement of 50% of the charges for the part of the order not executed.



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Article 4 - Execution of orders and confidentiality

4.1 Translation Agency is obliged to execute the order to the best of its knowledge and abilities and with the necessary expertise, taking into consideration the aim specified by the client of the text(s) to be translated or processed by Translation Agency.

4.2 Translation Agency will as far as possible treat the information made available by the client with confidentiality. Translation Agency obliges its employees to confidentiality. Translation Agency is not liable for infringement of the duty of confidentiality by these employees if Translation Agency can argue convincingly not to have been able to prevent this infringement.

4.3 Unless expressly agreed to the contrary, Translation Agency has the right to have the order (also) executed by third parties, without prejudice to the responsibility of Translation Agency for the confidential treatment and the satisfactory execution of the order. Translation Agency will oblige the third party referred to, to confidentiality. Translation Agency is also not liable for infringement of the duty of confidentiality by these third parties if Translation Agency can argue convincingly not to have been able to prevent this infringement.

4.4 The client is obliged to on request, if possible, provide substantive explanatory notes to the text to be translated and, if existing, to make relevant documentation and terminology available to Translation Agency. The sending of the information referred to always takes place at the cost of the client.

Article 5 - Delivery period and time of delivery

5.1 The agreed delivery period is a target term, unless expressly in writing agreed otherwise. As soon as Translation Agency expects that timely delivery is not possible, Translation Agency is obliged to inform the client thereof as soon as possible.

5.2 In case of attributable exceeding by Translation Agency of the delivery period agreed expressly in writing, the client is entitled to unilaterally terminate the agreement, provided that the execution can no longer reasonably be expected. Translation Agency is in that case not liable for any compensation. This termination does not affect the obligation of the client to payment of the part of the order already executed.

5.3 The delivery will be deemed to have taken place at the time of sending. The time of electronic sending (email) applies as the time of sending, as the moment on which the medium has completed the sending.

5.4 In connection with the execution of the agreement by Translation Agency, the client is obliged to do all that is reasonably necessary or desirable to make timely delivery by Translation Agency possible.



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5.5 The client is obliged to provide its full cooperation to the delivery of the achievement executed by Translation Agency in accordance with the agreement. The client will also be in default without notice if it refuses to take receipt of the achievement, in which case the provisions of article 6.4 will apply mutatis mutandis.

Article 6 - Charges and payment

6.1 The charges are based on the fixed rate applied by Translation Agency, unless agreed otherwise.

6.2 The price Translation Agency has given for the achievement to be executed, applies exclusively for the achievement in conformity with the agreed specifications.

6.3 All amounts are stated excluding VAT.

6.4 Invoices must be paid nett at the latest within 30 calendar days from the invoice date (or within another period set by Translation Agency in writing), without any reduction, setting off or suspension, in the currency stated in the invoice. In case of late payment the client is immediately, and without notice, in default, in which case the client will owe the statutory interest on the invoice amount, from the date of default until the time of full payment.

Article 7 - Complaints and disputes

7.1 The client must notify Translation Agency in writing of any complaints about the delivery as soon as possible, but no later than ten working days from delivery. Expressing a complaint does not release the client from their payment obligation.

7.2 If the client after the expiry of the period stated in subsection 7.2 does not express any complaint, he will be deemed to have fully accepted the delivery, and complaints will exclusively be dealt with by Translation Agency if doing so seems desirable for reasons of its own. Amendment on the request of the client by Translation Agency of any part of the translated or processed text does not imply that Translation Agency acknowledges that an inferior achievement has been delivered.

7.3 If the complaint is well-founded Translation Agency is entitled, within a reasonable period, to improve or replace the delivery; if Translation Agency cannot in reasonableness fulfil the request for improvement or replacement, it can provide a reduction of the price.

7.4 The right of the client to submit complaints is extinguished if the client has processed, or lets process, the part of the delivery to which the complaint relates, regardless if it has subsequently supplied on the delivery to a third party.



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Article 8 - Liability and indemnity

8.1 Translation Agency is exclusively liable towards the client for damage which is directly and demonstrably the result of a shortcoming attributable to Translation Agency. Translation Agency is never liable for all other forms of damage, such as indirect damage, resulting damage, trading loss, loss due to delay and lost profit.

8.2 The liability of Translation Agency is in all events limited to the invoice amount, excluding VAT, of the already invoiced and/or delivered part of the order concerned. The liability of Translation Agency is furthermore in all events limited to an amount of EUR 5,000. -- per incident, or per series of connected incidents.

8.3 Ambiguity of the text to be translated releases Translation Agency from all liability.

8.4 The assessment of the question or (the use of) a text to be translated or processed or the delivered translation or processing thereof by Translation Agency, if this includes certain risks for personal injury, remains fully on the account and risk of the client.

8.5 The client indemnifies Translation Agency against all claims by third parties ensuing from the use of the delivery.

8.6 The client indemnifies Translation Agency against all claims by third parties due to alleged breach of property, patent, copy or other intellectual property rights in connection with the execution of the agreement.

Article 9 - Termination and force majeure

9.1 If the client does not fulfil its obligations, if the client is declared bankrupt or a petition for bankruptcy or winding-up is filed, if the client has applied for a moratorium or this is granted to it, if the debt management scheme for natural persons is declared applicable with regard to the client or in the event of liquidation of the company of the client, Translation Agency is, without any obligation to any compensation, entitled to terminate the agreement wholly or in part, or as the case may be to suspend the execution thereof. Translation Agency can in that case claim immediate satisfaction of all that is due to it.

9.2 If Translation Agency through circumstances not at its risk, or that are outside its control, can no longer fulfil its obligations, Translation Agency has the right, without any obligation to any compensation, to terminate the agreement. Such circumstances (force majeure) include in all event - but not exclusively - fire, accident, illness, industrial action, riot, terrorist attacks, transport hindrances, measures by authorities, breakdown or failure in the provision of service by internet providers, negligence by suppliers or other circumstances outside the control of Translation Agency.

9.3 If Translation Agency as a result of force majeure has to halt the further execution of the agreement, it does retain the right to payment of the activities executed up to that time, and reimbursement of the costs and disbursements incurred.



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Article 10 - Copyright act

Unless expressly agreed in writing otherwise, the copyright on the translations produced by Translation Agency transfer to the client at the time that the client has fulfilled all its financial and other obligations towards Translation Agency with regard to the order concerned in full.

Article 11 - Applicable law

The law of the Netherlands applies to all legal relationships between the client and Translation Agency. A copy of these general terms and conditions will at all times on first request be sent free of charge to the person making the request.