

interlex

language services

TERMS & CONDITIONS

- 1. General.** These Terms & Conditions apply to all services provided by Interlex Language Services registered in Eindhoven, the Netherlands (hereafter referred to as 'Interlex') on behalf of and at the request of the authorizing individual, company or organisation (hereafter referred to as 'the Client') and apply equally to translation, proof-reading, writing or other services offered by Interlex Language Services (hereafter referred to as 'the Commission').
- 2. Quotations and Offers.** Interlex will on request provide a quotation for any of its language services on receipt of the original text or a sample of the text (in the case of translations), or on receipt of a fully detailed description (for other language services). The quotation will be in the form of an estimated cost based on the length, style, complexity or otherwise of the original text, together with a maximum cost which is guaranteed and which will not normally be exceeded. Interlex retains the right to adjust a quotation if a sample text submitted does not match the actual text on any of the above criteria. Equally if any of the text is unclear (literally or technically) or if Interlex is required to ask the Client for additional information the price may be adjusted accordingly. Interlex will assume at all times that the Client is the author, legal owner or copyright holder of the original text. Quotations are only binding when made and confirmed in writing (including any accepted form of electronic transmission).
- 3. Changes and Additions.** Any changes, alterations or additions to the original text made by the Client after the quotation has been made may incur additional costs. All changes, alterations or additions must be made in writing and no responsibility will be accepted for verbal alterations. Interlex has the right to cancel or delay the Commission if any of these changes affect the ability to complete the Commission in a satisfactory way or within the time agreed. In such cases, or if the Client cancels the Commission for any reason whatsoever, the Client is liable for the full costs for the proportion of the Commission completed at the time of cancellation.
- 4. Confidentiality.** Interlex and its staff guarantee the confidentiality of both original and translated texts supplied by and delivered to the Client. The only exception to this is if, in the opinion of Interlex, the original text contains material which may be illegal or for any reason in conflict with national or international law or copyright and for which Interlex is required to inform the appropriate authorities. The Client is required if requested to guarantee that it has legal access to the text supplied. Unless otherwise directed Interlex will store (in electronic form) a back-up copy of the original and translated texts for 24 months after completion. The Client has the right to demand that the back-up copies be destroyed at any time except in cases described above where there may be suspicion of illegal content. Interlex is not responsible for breaches of security or confidentiality beyond its control including theft, piracy or any other means of (illegal) information retrieval unless negligence on the part of Interlex can be proven.
- 5. Delivery Dates and Times.** All delivery times are provisional unless stated otherwise and are based on the criteria contained in Section 2 (Quotations and Offers). If Interlex fails to meet a confirmed deadline, except in cases described in Section 3 (Changes and Additions) the Client has the right to cancel the Commission but has no right to claim compensation. The term 'delivery' includes all forms of electronic transmission. Refusal by the Client to accept the completed Commission for any reason, or inability to do so caused by technical malfunction on the part of the Client does not release the Client from its requirement to pay.

- 6. Payment.** Prices quoted are based on an hourly rate unless otherwise agreed and not on a price per word unless this has been requested by the Client and agreed in writing by Interlex. All prices are exclusive of BTW (VAT) at the current rate in force in the Netherlands. Different conditions relating to this apply to Clients operating from beyond the Netherlands and details will be supplied on request. Payment in full is required no later than 14 days after delivery of the completed Commission. If longer payment terms are requested a higher hourly rate will be charged; this must be requested by the Client when confirming a quotation. All charges are payable in Euros direct to the Interlex bank account. Other forms of payment (cheques etc.) cannot be accepted. Clients transferring money in other currencies must ensure that any bank charges, conversion charges or other costs are met fully by the Client and not passed on to Interlex.
- 7. Complaints.** Any complaint made by the Client must be received in writing within 10 working days after delivery of the Commission. Lodging a complaint does not release the Client from liability to pay for services supplied. If such a complaint is received Interlex is committed to respond in writing within a further 10 working days. If the complaint cannot be resolved, or if the Client is unwilling to accept any changes, corrections or explanations within this period, an independent external agency will be asked to mediate. This agency will be one with which neither the Client nor Interlex has, or has at any time had a commercial, professional or personal connection, and will be agreed jointly by Interlex and the Client. If in the opinion of the mediating agency the complaint is deemed unjustified the Client will be responsible for all costs incurred, including the external agency's charges, time spent on changes and other additional expenses resulting from the complaint. If in the opinion of the mediating agency the complaint is deemed justified Interlex will be responsible for all costs incurred in supplying the Client with a new or modified text which is considered acceptable by the mediating agency. Interlex will not be responsible for financial compensation or expenses other than those incurred in delivering a completed Commission. No complaint will be accepted if the Client has made any changes, modifications or alterations to the text as supplied by Interlex, even if these changes are made as the result of technological, editorial or layout requirements. Should an agreement not be reached or a settlement acceptable to both the Client and Interlex not be accepted despite the impartial mediation of an external agency or any other conciliation service, the Laws of The Netherlands and/or European Law as appropriate will be consulted to reach a binding judgement.
- 8. Liability.** Interlex will be liable only for damage which can be shown to be directly attributable to negligence, incompetence or inability on its part. Under no circumstances will Interlex be liable for consequential damage, such as loss of earnings, loss of profit or losses caused by delays. The amount of liability will never exceed the amount invoiced for the completed Commission. Liability is limited to inaccurate text (including spelling and grammatical mistakes) or to text where the meaning has been changed beyond reasonable doubt. Ambiguities in the original text supplied, or differences of opinion over interpretation or nuances in technically correct text delivered will release Interlex from any liability whatsoever. Should any accident, injury or damage occur as the result of text delivered by Interlex to the Client being used in any circumstances whatsoever, the Client as owner, user and copyright holder of the text will be totally liable and may not pass on any claim for liability to Interlex. The Client will likewise indemnify Interlex against any claims by third parties resulting from the Client's use of text delivered by Interlex.
- 9. Cancellation.** Interlex retains the right to cancel or postpone the Commission should the Client fail to meet its obligations, which include bankruptcy, moratorium or liquidation. In such cases no claim for damages from the Client will be considered and Interlex will also retain the right to demand immediate payment. If Interlex is unable to fulfil its obligations for any reason beyond its control it retains the right to cancel the Commission without any liability. Such reasons include, but are not limited to: fire, accident, strikes, floods, illness, riots, war, transport restrictions, telecommunication breakdown or disruption (including internet or associated services), government intervention or any other form of *force majeure*. In any such cases the Client is still liable to pay for any services completed and delivered prior to any *force majeure*.
- 10. Law and interpretation.** The Laws of the Netherlands will apply in all cases other than where superseded by European Law. This translation of the Terms and Conditions ('*Voorwaarden*') is for information only and the Dutch version will take precedence in all cases. These Terms and Conditions are registered in Dutch and English with the Chamber of Commerce in Eindhoven, the Netherlands.

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