



# JK Translate – General Terms and Conditions

1 January 2021

General Terms and Conditions of JK Translate, established at Burgemeester Maarleveldstraat 7, 4521 BJ, in Biervliet, the Netherlands, registered with the Chamber of Commerce under number 34356993.

## Definitions

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

*General Terms and Conditions:* The General Terms and Conditions as stated below.

*JK Translate:* JK Translate, registered with the Chamber of Commerce under number 34356993.

*Service:* All work, of whatever form, that JK Translate has carried out for, or for the benefit of, the Client.

*Company:* The Client acting in the course of a business or profession.

*Consumer:* The Client not acting in the course of a business or profession.

*Honorarium:* The financial reimbursement that is agreed with the Client for the performance of the assignment.

*Assignment:* The contract of instruction to provide services.

*Contract:* Any contract entered into between JK Translate and the Client.

*Products:* All items that are the subject of the Contract entered into between JK Translate and the Client.

*Client:* The one who has accepted the validity of these General Terms and Conditions and has purchased the product and/or had been given instructions for the provision of the Service. The Client includes both consumers as companies.

## Article 1 Scope

1. These General Terms and Conditions apply to every offer, quotation and Contract entered into between JK Translate and the Client, unless the General Terms and Conditions are departed from by the parties explicitly and in writing.
2. These General Terms and Conditions are also applicable to contracts with JK Translate for the implementation of which third parties must be involved.
3. The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

4. If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, JK Translate and the Client will consult with each other to agree new provisions to replace the void or voided ones.
5. Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with JK Translate in writing.
6. If JK Translate not always require the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that JK Translate to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

## **Article 2      Quotations**

1. Quotations should preferably be made in writing and/or electronic form, unless pressing circumstances make this impossible.
2. All quotations of JK Translate shall be made without obligation, unless in the offer and/or quotations a period is stated for acceptance. If in the quotation a period is stated for acceptance the quotation will lapse after this period has expired.
3. JK Translate cannot be held to its quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.
4. If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then JK Translate is not bound by this. The Contract then does not come into force in accordance with this differing acceptance, unless JK Translate indicates otherwise.
5. A composite quotation does not oblige JK Translate to perform an element of the Assignment for a corresponding part of the stated price.
6. Quotations do not automatically apply to future orders or reorders.

## **Article 3      Formation of the contract**

1. The Contract comes into being through the timely acceptance by the Client of JK Translate's offer .
2. The Contract will be concluded for an indefinite period, unless the nature of the Contract states otherwise or if parties have agreed otherwise explicitly and in writing.

## **Article 4      Amendments to the contract**

1. If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then JK Translate will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.
2. If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. JK Translate will inform the Client of this as soon as possible.
3. If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then JK Translate will inform the Client of this in advance.

4. If a fixed Honorarium, price and/or fee is agreed, then JK Translate will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event JK Translate will attempt, as far as possible, to issue a quotation in advance.
5. JK Translate may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to JK Translate.
6. Amendments to the Contract originally entered into between the Client and JK Translate are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

## **Article 5 Implementation of the contract**

1. JK Translate will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.
2. JK Translate is entitled to arrange for certain work to be carried out by third parties. The applicability of article 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.
3. JK Translate is entitled to implement the Contract in phases.
4. If the Contract is implemented in phases, JK Translate is entitled to invoice and can require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, JK Translate is not obliged to implement the following phase, and is entitled to suspend the contract.
5. If the Contract is implemented in phases, JK Translate is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.
6. The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand as necessary for implementation of the Contract, to JK Translate in a timely manner.
7. If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then JK Translate is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

## **Article 6 Prices and fees**

1. With regard to the Client in its capacity as Consumer, the prices are expressed in euros, including VAT and other government levies, unless indicated otherwise.
2. With regard to the Client in its capacity as Company, the prices are expressed in euros, excluding VAT and other government levies, unless stated otherwise.
3. The prices and fees are inclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.
4. For shipments abroad extra fee will be charged.
5. If there is not a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual amount of hours and the usual hourly fee of JK Translate.
6. JK Translate will provide a statement of all associated costs, or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

## **Article 7 Amendment of honorarium, prices and fees**

1. If JK Translate agrees a fixed Honorarium, price and/or fee when the Contract is entered into, then JK Translate is entitled to increase this Honorarium, price or fee, also when the Honorarium, price or fee is not originally specified provisionally.
2. If JK Translate has the intention of amending the Honorarium, price and/or fee, it will inform the Client of this as soon as possible.
3. If the increase of the Honorarium, price or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:
  - the increase arises from a right of JK Translate or an obligation resting upon JK Translate in accordance with the law;
  - the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
  - JK Translate is still prepared to implement the Contract on the basis of that which was originally agreed;
  - it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.
4. The Client is entitled to terminate the Contract if the Honorarium, price or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.
5. JK Translate will inform the Client in the event of the intention to increase the Honorarium, price or the fee, stating the extent of the increase and the date upon which it will take effect.

## **Article 8 Delivery**

1. Delivery takes place by making the goods which are made available to the Client. After the delivery the goods are at risk of the Client.
2. The Client is obliged to accept the purchased goods at the moment they are available to him or when they are handed over to him.
3. If the Client refuses to accept the goods or the Client is negligent in providing data or instructions, which are necessary for the delivery, the goods which were intended for the delivery will be stored at the risk and expense of the Client. In this case the Client shall bear all additional costs.

## **Article 9 Delivery periods**

1. The delivery will take place within a period stated by JK Translate.
2. If a period is agreed or stated for the delivery of the product, then this period is only indicative and is not to be regarded as a strict deadline.
3. If JK Translate needs information or instructions from the Client that are necessary for the delivery, then the delivery period will commence after the Client has provided these to JK Translate.
4. If a delivery period is exceeded, the Client must issue JK Translate with a written notice of default, whereby JK Translate will be offered a reasonable period to nonetheless implement the Contract.
5. A notice of default is not necessary if the delivery has become permanently impossible, or it otherwise becomes apparent that JK Translate will not meet its obligations arising from the Contract. If JK Translate does not make delivery within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

## **Article 10 Implementation periods**

1. The work will be carried out within a period stated by JK Translate.
2. If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.
3. If JK Translate needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to JK Translate.
4. If an implementation period is exceeded, the Client must issue JK Translate with a written notice of default, whereby JK Translate will be offered a reasonable period to nonetheless implement the Contract.
5. A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that JK Translate will not meet its obligations arising from the Contract. If JK Translate does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

## **Article 11 Transfer of risk**

1. The items that are the subject of the Contract are at the cost and risk of JK Translate until the time that these are made available to the Client.
2. The risk of loss, damage or reduction in value of items that are the subject of the Contract is transferred to the Client in the capacity as a Company at the time that the items become available to the Client in the capacity as a Company or to a third party designated by the Client.

## **Article 12 Payment**

1. Payment will take place by means of transfer to a bank account or in cash at the time of purchase or delivery, specified by JK Translate, unless agreed otherwise. Transfer will take place by means of an invoice or transfer.
2. Payment can be made both in advance and afterwards.
3. In the case of large assignments, 50% of the payment must be made in advance and 50% afterwards.
4. Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by JK Translate and in the currency in which the invoice is issued, unless agreed otherwise.
5. The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
6. JK Translate is entitled to send invoice to the Client for work carried out in the period in question.
7. JK Translate and the Client may agree the payment to be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.
8. Objections to the level of the invoice do not have the effect of suspending the payment obligations.
9. After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 3% per month, unless the statutory interest rate is higher.
10. In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to JK Translate and the obligations of the Client towards JK Translate are immediately claimable.

### **Article 13 Collection costs**

1. If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
2. With regard to the extrajudicial (collection) charges, JK Translate is entitled, to the extent that the Client acts in the capacity of Company, – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.
3. With regard to the extrajudicial (collection) costs, JK Translate, insofar as the Client acts in the capacity of Consumer, is entitled to the maximum compensation permitted by law as stipulated in the Decree on compensation for extrajudicial (collection) costs.
4. Insofar as the Client acts in the capacity of Consumer, JK Translate is only entitled to compensation of the extrajudicial (collection) costs after JK Translate has sent the Client a reminder after the default has occurred to pay the outstanding invoice(s) within fourteen days. Any reasonable legal costs and execution costs incurred are also payable by the Client.

### **Article 14 Retention of title**

1. All items supplied by JK Translate within the framework of the Contract remain the property of JK Translate until the Client has properly fulfilled and fully complied with that which is required of it by virtue of the Contract.
2. Payable amounts also include the reimbursement of all charges and interest, including those of earlier or later supplies and services provided, as well as compensation claims due to (the) breach of (the) contract.
3. For as long as the ownership of the supplied items has not been transferred to the Client, the Client may not sell on, pledge or in any other way encumber that which falls under the retention of title, except within the normal conduct of its business.

### **Article 15 Suspension**

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully or in a timely manner, then JK Translate is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
2. Moreover, JK Translate is entitled to suspend the fulfilment of the obligations if:
  - after the Contract is entered into, JK Translate becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
  - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient
  - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of JK Translate.
3. JK Translate reserves the right to claim compensation.

## **Article 16 Termination**

1. If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then JK Translate is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
2. Moreover, JK Translate is entitled to terminate the Contract with immediate effect if:
  - after the Contract is entered into, JK Translate becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
  - the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
  - due to a delay on the part of the Client, JK Translate can no longer be required to fulfil the Contract under the originally agreed conditions;
  - circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of JK Translate;
  - the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
  - the Client is placed under conservatorship;
  - the Client deceases.
3. Termination will take place by means of a written declaration, without judicial intervention.
4. If the Contract is terminated, the Client's debts to JK Translate become immediately due and payable.
5. If JK Translate terminates the Contract on the above-mentioned grounds, JK Translate is not liable for any costs or compensation.
6. If the termination is attributable to the Client, the Client is liable for the damage suffered by JK Translate.

## **Article 17 Force majeure**

1. Breaches may not be attributed to JK Translate or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.
2. In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which JK Translate can exercise no influence and through which JK Translate is not able to fulfil its obligations.
3. Circumstances regarded as resulting in force majeure include internet outages, delayed mail delivery, computer viruses, strikes, lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials or machinery components and lack of labour forces, as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by JK Translate cannot be reasonably sought by the Client.
4. JK Translate is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after JK Translate should have fulfilled its obligations.
5. In case of force majeure the parties are not obliged to proceed with the Contract, and are not bound to pay any compensation.
6. During the period that the force majeure continues, both JK Translate and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to

terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.

7. If the situation of force majeure is of a temporary nature, JK Translate reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.
8. If at the time of the occurrence of force majeure JK Translate has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then JK Translate is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

## **Article 18 Guarantees**

1. The Contract between JK Translate and the Client leads to an obligation to perform to the best of one's ability and not to an obligation to guarantee a certain result. JK Translate accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out.
2. The guarantee stated in these General Terms and Conditions applies to usage within Europe.
3. If the provided Service does not conform with the Contract, JK Translate will, after notification of this, provide a replacement or carry out a repair at no charge.
4. When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.
5. No form of guarantee covers damage caused by wear, incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does JK Translate provide any guarantee for damage arising as a result of these defects.
6. The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of JK Translate. These circumstances include weather conditions.

## **Article 19 Research and Advertising**

1. The Client is obliged to examine the Service at the moment of execution, but in any case within [number\_of\_days] days after execution. In doing so, the Client must examine whether the quality and quantity of the Service provided correspond to what has been agreed, or at least meet the requirements that apply to it in the normal course of trade.
2. Visible defects and shortages must be reported to JK Translate in writing within [number\_of\_days] days after execution of the Service.
3. Non-visible defects and deficits should be reported to JK Translate within [number\_of\_days] days of their discovery.
4. The right to (partial) refund of the price, repair, or replacement or compensation lapses if defects are not reported within the set term, unless a longer term arises from the nature of the Service or from the circumstances of the case.
5. The payment obligation will not be suspended if the Client informs JK Translate of the defect within the set period.
6. For the Client in the capacity of Consumer a period of two months is always applicable when discovering the visible and non-visible defects, as meant in article 7:23 of the Dutch Civil Code.

## **Article 20 Liability**

1. The implementation of the Contract is entirely at the risk and responsibility of the Client. JK Translate is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of JK Translate.
2. The liability of JK Translate is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client. In the case of consumer purchase, this limitation does not extend further than is permitted pursuant to article 7:24, paragraph 2 of the Dutch Civil Code.
3. JK Translate is not liable for damage, of whatever nature, resulting from JK Translate basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to JK Translate.
4. If JK Translate is liable for any damage, then the liability of JK Translate is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by JK Translate gives entitlement, with the deduction of the policy excess borne by JK Translate under the terms of the insurance.
5. The limitations of the liabilities in this article will not apply if the damage is due to an intentional act or recklessness of JK Translate or due to his managing employee.
6. JK Translate is not liable for mutilation, destruction, theft or loss of data or documents.
7. The Client must report the damage for which JK Translate can be held liable to JK Translate as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.
8. Any liability claim against JK Translate lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

## **Article 21 Indemnity**

1. The Client indemnifies JK Translate against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
2. If JK Translate may be sued for this reason, then the Client is bound to provide JK Translate with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of JK Translate and third parties will be at the expense and risk of the Client.

## **Article 22 Limitation period**

In departure from the legal limitation period, a limitation period of one year applies to all claims against JK Translate and any third parties brought in by JK Translate.

## **Article 23 Intellectual property**

1. JK Translate reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.
2. JK Translate reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

## **Article 24 Confidentiality**

Both JK Translate and the Client are obliged, for the duration of and after the termination of the Contract, to maintain confidentiality regarding all facts and particulars concerning the business which they know or can reasonably suspect are confidential. This duty of confidentiality also includes all details of employees, clients, commissioning bodies and other business contacts which are learned of by reason of the Assignment.

## **Article 25 Privacy and cookies**

1. JK Translate will store the details and information that the Client provides to JK Translate carefully and confidentially.
2. JK acts in accordance with the AVG in force from 25 May 2018, JK Translate will keep a register of processing activities under the AVG.
3. The Client has the right to inspect, correct and delete the personal data passed on.
4. When visiting our website JK Translate can collect the information on the use of the website of the Client through cookies.
5. The information that JK Translate collects through cookies can be used for functional and (and) analytical purposes.
6. JK Translate may only use the personal data of the Client in the context of the execution of its obligation to deliver or to handle a complaint.
7. JK Translate may only use the personal data of the Client for the necessary specific purposes.
8. JK Translate is not permitted to lend out, hire out or sell the personal details of the Client, or to publicise them in any other manner.
9. JK Translate will not store the personal data for longer than is necessary.
10. The Client is entitled to submit a complaint to the Authority for Personal Data regarding his/her personal data. The Authority for Personal Data is obliged to deal with this complaint.
11. The Client agrees that JK Translate will contact the Client for statistical or customer satisfaction surveys. When the Client does not wish to be approached for research purposes, the Client can make this known.

## **Article 26 Amendment of the general terms and conditions**

1. JK Translate is entitled to amend the general terms and conditions unilaterally.
2. Amendments will also apply to Contract that are already concluded.
3. JK Translate will inform the Client by e-mail about the amendments.
4. The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.
5. If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

## **Article 27 Translation**

1. These terms and conditions are a translation of the terms and conditions of JK Translate registered under number 34356993.
2. The Dutch version of the General Terms and Conditions of JK Translate is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the



General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

## **Article 28      Applicable law, disputes**

1. Dutch law is exclusively applicable to all legal relationships to which JK Translate is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.
2. The applicability of the Vienna Sales Convention (CISG) is excluded.

## **Article 29      Location**

These General Terms and Conditions are filed at the Chamber of Commerce under number 34356993.