

General Terms and Conditions



The General Terms and Conditions, filed with the Chamber of Commerce in Enschede NL under number 08178045, apply to all legal relationships between VCO-Studios and its customers. We do not accept use of the General Terms and Conditions employed by the other party unless VCO-Studios has agreed otherwise in writing.

This is an overall translation of the original Dutch version of our general conditions. In the case of a dispute due to errors in translation or interpretation, the original Dutch-language version shall prevail.

Applicability

With due observance of any changes or additions as stated in our supplied rates overview, these General Terms and Conditions constitute an inseparable part of any agreement with VCO-Studios, including those that in principle entail the obligation on the part of VCO-Studios to supply services. By entering into such an agreement with VCO-Studios, the client accepts these General Terms and Conditions as binding. Deviating or additional conditions are only binding on VCO-Studios after explicit approval in writing by VCO-Studios.

Definitions

In these General Terms and Conditions the following terms shall mean:

Client: the natural person or legal persona that orders VCO-Studios to carry out translation-, correction-, editing- and/or design work.

Agreement: the agreement through which VCO-Studios undertakes to carry out translation-, correction-, editing- and/or design work for its client as contracted work.

General

- An agreement to produce a translation is entered into subject to the condition that VCO-Studios, after inspecting the text to be translated, may still annul the agreement for substantial reasons within a reasonable term without giving rise to any liability in respect thereof to the client.
- VCO-Studios shall carry out an order, or have the order carried out by others, to the best of its abilities.
- VCO-Studios and its employees are held to confidentiality of all that is entrusted to them for purposes of carrying out the order.
- VCO-Studios is held to act upon any timely and sensible indications concerning the execution of the order.
- VCO-Studios is authorised to have the order carried out by third parties.
- VCO-Studios shall immediately inform the client of the completion of the work when the client is not aware of this.

- In case VCO-Studios spent funds to the charge of the client or received funds on behalf of the client in the execution of the agreement, VCO-Studios shall account for these funds.
- If the quality of the supplied translation does not meet the desired expectations, the client shall enable VCO-Studios to make the necessary improvements within a reasonable term.
- The copyright on translations supplied by VCO-Studios is only transferred to the client after full payment therefore to VCO-Studios has been effected.

Quotations and orders

- All offers of VCO-Studios are free of obligations. VCO-Studios is only obliged to carry out an order after a written confirmation of order.
- In the event of a difference between the order and the confirmation of order, the latter shall be decisive unless the client submits a complaint in writing within 5 working days after the date of the confirmation of order, in which case VCO-Studios shall not be bound before re-confirming the order.

Fee

- VCO-Studios determines the height of the fee with due observance of the rates generally applied by VCO-Studios. When this rule is deviated from, the client shall be informed thereof.
- If the term for which the order is granted, is unreasonable with respect to the scope of the work that has to be carried out by VCO-Studios under the agreement and VCO-Studios fails in the execution thereof, the client has to pay the full fee without any appeal to settlement.
- The client shall reimburse VCO-Studios for the expenses related to the execution of the agreement insofar as these are not included in the fee.

Duration

- If the client has not explicitly agreed a delivery date and nothing has been agreed with respect to this, VCO-Studios has the right to determine the time in which the agreement shall be executed to its own reasonable discretion.
- When the order is changed, VCO-Studios is entitled to extend the delivery date without any further notice.

Liability

- VCO-Studios is not liable for damages incurred by the client as a result of non-execution, the untimely execution or incorrect execution of the agreement, unless the damages are caused directly by VCO-Studios.
- The scope of the liability of VCO-Studios per order shall not exceed the entire amount that VCO-Studios charges the client in the matter of the order.
- VCO-Studios shall never be liable for damages ensuing from a translated text by VCO-Studios that is incorrect or incomplete.

- VCO-Studios shall never be liable for damages ensuing from the loss, destruction or damages to manuscripts, documents, books and papers entrusted to VCO-Studios. Forwarding these shall always take place to the account and the risk of the client.
- The client indemnifies VCO-Studios against claims by third parties.

Payment

- Payment shall be effected without settlement or discount on his own accord by the client and within ten (10) days on the invoice date by payment in or transfer to the account stated on the invoice or the amount due shall be paid in cash at the office of VCO-Studios Almelo.
- VCO-Studios is at all times entitled to require full or partial payment in advance, or surety.
- In the event that an order is carried out in parts, VCO-Studios has the right to draw up separate invoices for each part of the order.
- When timely payment is not effected, interest is due by the client as from the due date of the unpaid amount that is equal to the legal interest, this without any requirement of reminder or notice of default. All costs in and out of court incurred by VCO-Studios in relation to the collection of the amount due, are to the account of the client in default.
- Costs of collection are due by the client in each instance in which VCO-Studios has assured itself of the help of third parties for the collection.

Force majeure

In case of force majeure, including circumstances as a result of which VCO-Studios is temporarily or permanently hindered from meeting its obligations and that were not known nor could have been known at the time the agreement was entered into, such as restrictive government measures, strikes, war, etc., disruption of the operations of VCO-Studios and/or all other unforeseen circumstances under which reasonably no execution of the orders by VCO-Studios may be expected, VCO-Studios shall have the right to suspend the execution/delivery for a reasonable term to be determined by VCO-Studios or to terminate the agreement in question fully or partially by a written notice to the client stating the reason therefore, without granting the client any rights of compensation.

Non-fulfillment and termination of the agreement

Default by the client in the event that bankruptcy is filed for, bankruptcy, liquidation of the company or when suspension of payment is requested or granted, gives VCO-Studios the right to terminate the agreement without any demand or notice of default and without judicial intervention or to suspend the execution thereof entirely or partially, without being held to any compensation for damages and without prejudice to all rights it is entitled to.

In the event of one of the circumstances stated in this article, all claims by VCO-Studios on the client shall immediately become fully payable and VCO-Studios shall have the right to suspend or terminate all other agreements with the client.

Complaints

VCO-Studios shall not accept any claims concerning the incorrect execution of orders to which VCO-Studios has not explicitly agreed in writing in advance. In the event that the orders carried out

are not in agreement with the arrangements made, according to the client, the client shall have to submit the complaints concerning these matters within seven (7) days after becoming aware thereof, in writing stating the reason therefore.

In the event that these conditions are not complied with, any claims of the client with respect to VCO-Studios shall become void. The client's obligation to pay is not suspended by submitting a complaint.

If a complaint submitted in the proper manner is justified, VCO-Studios shall exclusively be obliged to carry out an additional or improved execution of the order or, to its sole discretion, to refund and/or to credit the client for that part of the order that was not executed or executed incorrectly.

Disputes

All agreements with VCO-Studios are subject to Dutch law. Insofar as admissible by law and provided that VCO-Studios does not prefer another competent court, all disputes ensuing from agreements with VCO-Studios, shall be settled by the competent Court of the Netherlands.