

General Terms and Conditions

1. Scope of Application

1.1 Unless otherwise specifically agreed in writing, these Terms and Conditions shall apply to all agreements entered into by Translator H. Nilsen and the Client concerning translation services, including any other services and additional services provided.

2. Offer and Acceptance

2.1 When requesting Translator H. Nilsen to prepare an offer, the Client shall supply a finalised text for translation and specify the purpose and the target group, for which it is intended.

2.2 When requesting Translator H. Nilsen to prepare an offer, the Client shall also provide all such information, as may be of importance to the completion of the translation work, including specification of the delivery format (electronic, printed, etc.) and information concerning particular security requirements in terms of storage of source text and translation.

2.3 Translator H. Nilsen will then submit a quotation based on his reading of the complete text. The quotation shall include the first proof.

2.4 Translator H. Nilsen's offer shall apply for a period of 30 days from the date of mailing. After this date, the offer shall not be binding on Translator H. Nilsen. He shall consider the offer to be accepted upon receipt of the Client's written acceptance.

2.5 The transaction shall be governed by the agreement entered into by the parties and by Translator H. Nilsen's General Terms and Conditions. Any subsequent alterations, including additions and additional agreements, shall be subject to Translator H. Nilsen's express written acceptance.

3. Fee

3.1 Unless otherwise agreed, Translator H. Nilsen's fee shall be based on the source text. Wherever possible, Translator H. Nilsen will make an electronic count of the number of words, lines etc. using recognised software.

3.2 Work outside normal working hours (9 a.m. to 5 p.m. CET) shall be subject to an extra charge of up to 100 %.

4. Payment

4.1 Unless otherwise stated in the invoice or in other written agreement, Translator H. Nilsen's payment terms are 15 days end of month.

4.2 Failure by the Client to make punctual payment shall entitle Translator H. Nilsen, upon written demand, to charge 1 % interest per month or fraction thereof from the due date and until payment is made.

5. Confidentiality

5.1 Translator H. Nilsen shall maintain confidentiality regarding all matters that may come to his knowledge in the course of the assignment, unless such information is generally available to the public.

5.2 The duty of confidentiality shall not apply where Translator H. Nilsen is required by law to disclose confidential information.

6. Client Duties

6.1 The Client shall, to the extent possible, provide Translator H. Nilsen with all such additional material, as may be necessary for performing the assignment.

6.2 In order to facilitate the translation, the Client should provide Translator H. Nilsen with the name(s) of one or more persons whom Translator H. Nilsen may contact for queries regarding the wording and/or contents of the text.

7. Cancellation

7.1 A cancellation fee of at least 25 % of the agreed price shall become payable if the Client cancels a translation before Translator H. Nilsen has started the assignment. If Translator H. Nilsen has started working on the translation, he shall also be paid, as a minimum, the fee for the translation work performed prior to cancellation or for hours spent on preliminary work. Any translation work performed up to the point of cancellation will be delivered to the Client "as is" without any liability on the part of Translator H. Nilsen.

8. Translator H. Nilsen's Liability for Errors and Omissions

8.1 Any errors or omissions discovered in the translation must be reported to Translator H. Nilsen immediately upon discovery and not later than two years from delivery of the translation to the Client.

8.2 Translator H. Nilsen's liability for errors and omissions shall terminate definitively two years from delivery of the translation to the Client.

8.3 Liability shall under no circumstances exceed the amount of Translator H. Nilsen's invoice or include claims for damages that are not covered by his liability insurance.

9. Force Majeure

9.1 If Translator H. Nilsen is unable to perform his/her duties due to circumstances beyond his control, such as industrial disputes, operational problems, fire, water damage or other similar force majeure events, Translator H. Nilsen's duties shall be suspended for the duration of such circumstances.

9.2 Translator H. Nilsen shall inform the Client without delay of any such circumstances and provide an estimate of their duration.

9.3 Translator H. Nilsen shall not be liable for any damages resulting from delay.

10. Venue and Governing Law

10.1 Any litigation arising directly or indirectly out of the agreement entered into by the parties shall come under the jurisdiction of the Danish court system.

10.2 These Terms and Conditions and the legal relations between Translator H. Nilsen and the Client shall be governed, construed, and enforced in accordance with the laws of the Kingdom of Denmark.

11. Partial Invalidity

11.1 If any provision of these Terms and Conditions or of any other agreement entered into by Translator H. Nilsen and the Client become invalid, the remaining provisions shall remain in full force and effect. The parties shall be obliged to substitute any such invalid provision with a legally valid provision, which most closely approximates the financial intents of the invalid provision.