



Terms & Conditions

Article 1 – General

These general terms and conditions apply to all legal relationships between Taalbureau Maastricht (hereafter referred to as the supplier) and the client. The applicability of any terms and conditions employed by the client is excluded, unless the supplier specifically approves the application of such terms in writing.

Article 2 - Quotations, conclusion of contracts

- 2.1 General quotations and estimates provided by the supplier shall not entail any commitment.
- 2.2 The client's oral or written acceptance of the quotation submitted by the supplier or, if no quotation is submitted, confirmation by the supplier in writing of an order placed by the client shall constitute a contract. The supplier may at any time revoke or change prices and dates of delivery quoted if it has not had the opportunity - prior to quoting such details - to view the entire text to be translated or edited.
- 2.3 The supplier may consider as a client any person or entity that has placed an order with the supplier, unless said person or entity explicitly states that they are acting on the instructions, on behalf and at the expense of a third party, whose name and address shall be disclosed to the supplier at the same time.

Article 3 – Changes to or cancellation of orders

- 3.1 Any major changes made by the client to an order after a contract has been concluded shall entitle the supplier either to modify the price and/or the date of delivery agreed or to refuse to execute the order.
- 3.2 Cancellation of an order by the client shall require the client to pay in full for the work already performed with respect to that order and, where appropriate, to pay compensation on the basis of an hourly rate for time spent on research for that part of the work not performed. The supplier shall make the work performed available to the client at the latter's request, but shall accept no responsibility for its quality.
- 3.3 If the supplier has earmarked time for executing an order that has been cancelled, and that time cannot be used otherwise, it may charge the client 50% of the agreed price for that part of the work not performed.

Article 4 – Execution of orders, non-disclosure clause

- 4.1 The supplier undertakes to carry out orders to the best of its ability to meet the purpose specified by the client.
- 4.2 The supplier shall keep any information provided by the client confidential. The supplier shall require any employee to observe this code of confidentiality. However, the supplier shall not be liable for any breach of confidentiality by employees if it can sufficiently demonstrate that it was unable to prevent the same.



- 4.3 Unless explicitly agreed otherwise, the supplier shall be entitled to hire third parties to carry out the order (in full or in part), without prejudice to the supplier's responsibility for the confidential treatment and proper execution of the order. The supplier shall require any such third party to observe this code of confidentiality.
- 4.4 As far as possible, the client shall honour any request for information by the supplier about the content of the text to be translated, as well as requests for relevant documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the client's expense and risk.

5 – Time and date of delivery

- 5.1 The agreed date of delivery shall be provisional, unless an explicit written agreement stipulates otherwise. The supplier shall notify the client immediately if it perceives that it will be unable to meet an agreed deadline.
- 5.2 If a fixed delivery date is specifically agreed in writing and if the supplier fails to meet it for reasons other than circumstances beyond its control, and if the client cannot reasonably be expected to accept any further delay, the client shall be entitled to cancel the contract unilaterally. In such cases, however, the supplier shall not be required to pay any compensation whatsoever.
- 5.3 Delivery shall be deemed to have taken place at the moment when the text is dispatched. The moment when the text is posted, handed to a courier or - if the text is transmitted electronically (by fax, e-mail, modem, FTP etc) - the moment when the medium completes the transmission shall count as the time of dispatch.

Article 6 – Prices and payment

- 6.1 Prices shall generally be based on the supplier's current rate per hour or per word, unless agreed otherwise. In addition, the supplier may charge the client for any out-of-pocket expenses incurred in the execution of the order.
- 6.2 Quoted prices shall apply only to services and products conforming to agreed specifications.
- 6.3 The supplier shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than might reasonably have been foreseen on conclusion of the contract as a result of having to work with laborious, time-consuming or unclear texts, for example, or faulty files or software supplied by the client. The supplier shall notify the client about the costs in written before continuing the execution of the order.
- 6.4 All prices are quoted exclusive of VAT.
- 6.5 Payment shall be due 7 calendar days after the invoice date in the currency invoiced. If payment is not made by the due date, the client shall be in default - immediately and without notice of default being required - and shall owe the statutory interest due on the invoice amount from the due date until settlement in full.



Article 7 – Complaints and disputes

- 7.1 The client shall be required to notify the supplier in writing of any complaints about the product supplied or service rendered by the supplier as soon as possible, yet no later than ten working days after the said product is supplied or the said service is rendered. Lodging a complaint shall not release the client from its payment obligations.
- 7.2 In the case of a valid complaint, the supplier shall be allowed a reasonable period of time to improve or substitute the product or service. If the supplier in all fairness is unable to make the required improvements or to substitute the product or service, it may grant the client a discount.
- 7.3 The client's right to complain shall lapse if the client has itself edited or has instructed others to edit the part or parts of the product forming the subject of the complaint, regardless of whether the client has subsequently supplied the product to a third party or not.

Article 8 – Liability and indemnity

- 8.1 The supplier shall exclusively be liable to the client for any loss or damage directly and demonstrably deriving from shortcomings attributable to the supplier. The supplier shall under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance or loss of profit. The supplier's liability shall never exceed the invoice value, exclusive of VAT.
- 8.2 Ambiguities in the text to be translated shall release the supplier from any liability whatsoever.
- 8.3 The question of whether a text to be translated or the translation of such text, produced by the supplier, entails any risk of bodily injury shall be entirely at the client's expense and risk.
- 8.4 No liability whatsoever shall be incurred by the supplier in respect of damage to or loss of documents, data or data carriers made available to facilitate performance of the contract. Nor shall any liability be incurred by the supplier in respect of any damage sustained as a result of the use of information technology and telecommunications media.
- 8.5 The client undertakes to indemnify the supplier against any claims by third parties deriving from the use of the product supplied or the services rendered.

Article 9 – Dissolution and force majeure

- 9.1 If the client fails to meet its obligations, is declared insolvent, obtains a moratorium or if the client's company is liquidated, the supplier shall have the right, without being required to pay any compensation, to dissolve the contract in whole or in part or to suspend performance of the contract. The supplier shall in that case be entitled to demand immediate payment of any outstanding amounts.
- 9.2 Should the supplier prove unable to meet its obligations due to circumstances beyond its control and risk, it shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. Such circumstances (force majeure) include, but are not limited to: fire, accidents, illness, strikes, riots, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond the supplier's control.



Taalbureau
Maastricht

Article 10 - Copyright

- 10.1 Barring explicit agreement in writing to the contrary, the copyright on translations and other texts produced by the supplier shall remain at the supplier.
- 10.2 The client similarly undertakes to indemnify the supplier against any claims by third parties on account of alleged violation or infringement of property rights, proprietary rights, patent rights, copyrights or any other intellectual property rights in connection with the performance of the contract.

Article 11 – Governing law

- 11.1 The legal relationship between the client and the supplier shall be governed by Dutch law.
- 11.2 Any disputes which may arise shall be submitted to the competent Dutch court.
- 11.3 In the event of textual differences between the English and the Dutch version of the terms and conditions, the latter will prevail.