



## General terms and conditions

These general terms and conditions apply to all contracts between textaccuracy and her clients, if nothing to the contrary has been agreed. Terms and conditions of the client are only binding for textaccuracy, if they are expressly agreed upon. A client is a natural or legal person on whose behalf services are provided.

### Offers and conclusion of the contract

1. General offers and prices of textaccuracy are non-binding.
2. Prices and deadlines may be revoked at any time if textaccuracy has not had the opportunity to assess the nature of the entire document to be translated or edited. The contract shall be deemed to be concluded if the offer of textaccuracy has been accepted verbally or in writing by the client or - if no proposal exists - if textaccuracy confirms in writing an order of the client.
3. Any person placing an order is considered to be a client, unless that person has clearly stated to act in the name and for the account of a third party. This assumes that the party's name and address has to be supplied to textaccuracy.
4. Textaccuracy cannot be bound by an offer if it can be reasonably considered that the offer contains an obvious mistake or typing error.

### Modification and cancellation of contracts

1. If, after the contract has been concluded, the client makes changes, textaccuracy is entitled to adjust the delivery date and/or the fee or to reject the assignment.
2. If an order is cancelled on the part of the client, the client shall be obliged to complete payment of the services performed up to that time. Furthermore, textaccuracy is entitled to charge 50% of the non-executed part. The work already completed by textaccuracy shall be made available to the client.

### Execution of orders and confidentiality

1. Textaccuracy shall be obliged to carry out the order to the best of its knowledge and ability as well as with the necessary expertise. Textaccuracy pays careful attention to the purpose of the texts to be translated or edited, specified by the client
2. Textaccuracy shall treat the information provided by the client in strict confidentiality where possible during the execution of the service.
3. Unless the contrary has been explicitly agreed on, textaccuracy reserves the right to let perform a service with or by a third party. In doing so, textaccuracy remains accountable unabatedly regarding the confidential handling and the elaboration of the order. Textaccuracy shall oblige the respective third party to maintain confidentiality.

Textaccuracy is not liable for the violation of the obligation of confidentiality of the third party.

4. The client shall be obliged, if asked and if it is feasible, to deliver an explanation of the texts to be translated or edited and, if available, to provide relevant documents and terminology. The delivery of the information mentioned are on the expenses and the responsibility of the client.

### Date of delivery

1. The agreed delivery date is a provisional date, unless expressly agreed upon otherwise in writing. As soon as textaccuracy notices or expects that a delivery on time will not be possible, shall textaccuracy be obliged to inform the client immediately.
2. If the agreed delivery date is exceeded by textaccuracy, the client is entitled to terminate the agreement unilaterally, provided that it is not reasonable to wait for the assignment to be carried out. In this case, textaccuracy is not liable to pay compensation. This unilateral determination of contract does not release the client from the obligation to pay for any work already performed.
3. The delivery is deemed to have taken place as soon as it is sent. Delivery is deemed to have been effected at the moment the work is entrusted to a postal service or courier or, by electronic means (e-mail, ftp etc.) at the moment the sending is completed.
4. In connection with the execution of a task by textaccuracy, the client shall be obliged to do everything which by nature would be necessary or desirable, in order to enable an on-time-delivery by textaccuracy.
5. The client shall be obliged to full contribution to the delivery of the agreed assignment by textaccuracy. The client defaults without a reminder if he refuses to receive delivery of the performance. In this case point 5 of the following passage (fees and payment) enters into force.

### Fees and payment

1. The fees are based on a rate per word unless otherwise agreed. Textaccuracy can charge, in addition to the fee, expenses directly related to the execution of the contract.
2. The price indicated by textaccuracy for the supply of services applies exclusively to the agreed services.
3. Textaccuracy is entitled to increase the agreed price if the client sends further labour-intensive texts, unreadable copies, unusable software or data files that forces textaccuracy to more work or costs than expected at the beginning of the agreement. The above-mentioned list is not exhaustive.
4. All prices are indicated without value added tax.



5. Invoices have to be paid within 30 days from the date of invoice, in the currency mentioned in the invoice. After the deadline of 30 days is expired, the client defaults immediately. In this case the client owes, in addition to the amount invoiced, the legal interest rate for the period starting from the date of default to the date of complete payment. (The legal interest rate is determined annually. The current rate is found on [www.wettelijkere.nl](http://www.wettelijkere.nl).)
6. If the client falls behind with the payment on due time, textaccuracy shall be entitled to charge extrajudicial collection expenses. This is done in accordance with the Besluit vergoeding voor buitengerechtelijke incassokosten (resolution over the compensation for extrajudicial collection expenses).

## Complaint and dispute

1. The client needs to inform textaccuracy in writing about complaints about the delivery. This needs to be done as soon as possible, but within 10 days after delivery in writing. The submission of a complaint does not release the client from his payment obligation.
2. Should the client query the accuracy of specific passages of the translation supplied by textaccuracy and ask for comments, and should textaccuracy subsequently be able to demonstrate that the passages in question are not incorrect, textaccuracy shall be entitled to charge the client in full for the additional time spent on dealing with the query and for any other expenses incurred in this connection.
3. If the client after the expiry of the deadline mentioned in item 1 has not raised any complaints, it is assumed that the client has accepted the delivery completely. A modification of passages of the translated or edited text by the client does not mean that textaccuracy assumes to have delivered a performance of bad quality.
4. If the complaint is justifiable textaccuracy is obliged to revise and replace the delivery within a reasonable period of time. If textaccuracy cannot with reasonable consideration comply with the request for revision or replacement, a reduction of price can be offered.
5. Place of jurisdiction is Rotterdam.
6. The client's right to complain shall lapse if the client himself has edited or has instructed others to edit the part or parts of the delivery forming the subject of the complaint, regardless whether or not the client has subsequently supplied the delivery to a third party.

## Liability and warranty

1. The liability of textaccuracy is limited to damage resulting directly and demonstrably from a non-imputable failure to textaccuracy. Textaccuracy is not liable for other damages such as indirect damage, consequential damage, loss of profits or damage caused by delay. Textaccuracy is not liable for

- damages resulting from the translation of an incorrect or incomplete text.
2. The liability of textaccuracy is limited up to the value (excluding the value added tax) of the already invoiced and / or delivered part of the contract.
3. Ambiguity of the text to be translated releases textaccuracy from any liability.
4. The client retains responsibility for the content of the text to be translated.
5. Textaccuracy is not liable for the damage or the loss of documents, information or data carriers provided to execute the assignment. Textaccuracy is not liable for costs and / or damages that
  - are caused by the use of information technology and telecommunication devices or
  - are caused by the transport or sending of information carriers or
  - the existence of computer viruses in the by textaccuracy delivered files or information carriers.
6. The client saves textaccuracy from all claims of a third party that result from the use of the supplied service.
7. The client saves textaccuracy from all claims of a third party based on alleged infringement of right of ownership, patent law, copyright or intellectual property rights in combination with the execution of the assignment.

## Termination of contract and force majeure

1. Textaccuracy is authorized to terminate the contract in whole or in part and to suspend the execution without being obliged to any compensation,
  - if the client cannot meet his contract obligations,
  - if the client has been declared bankrupt,
  - if the client has applied for or if suspension of payment has been approved,
  - if the client has been declared subject to a rescheduling natural or
  - in case of a liquidation of the company of the client.In this case, textaccuracy can require reimbursement of the costs.
2. If textaccuracy cannot meet its commitments due to circumstances beyond its power, textaccuracy has the right to cancel the agreement. Such circumstances (force majeure) include, but are not restricted to, fire, accident, illness, strike, uproar, war, terrorist attacks, traffic disturbances, measures taken by authorities, interferences by the internet service provider, carelessness of suppliers or other circumstances on which textaccuracy has no influence.
3. If textaccuracy has to stop further execution of the assignment due to force majeure, textaccuracy reserves the right of remuneration for the services already provided as well as for costs and expenses incurred during the assignment.



**textaccuracy**

PROOFREADING – COPYEDITING - TRANSLATION

**Copyright**

Unless otherwise agreed, the copyright of the translations made by textaccuracy passes to the client the instant when he has complied with financial and other obligations towards textaccuracy in relation to the contract.

**Applicable law**

To all agreements and associated privity of contract Dutch law applies. Place of jurisdiction is Rotterdam.

Textaccuracy is registered at the Kamer van Koophandel Rotterdam under the number 59746106.