

## General Terms and Conditions

### Definitions

#### Client:

- 1) The natural or legal person who has entered into the contract for Services with *Speer Publications*;
- 2) The natural or legal person who, by means of an authorization, has given permission to a third party to enter into the contract for Services with *Speer Publications*;

**Contract for Services:** The Contract to be entered into by *Speer Publications* and Client concerning one or more of the Services offered by *Speer Publications*, which include editing, translation, layout, graphic design and/or printing;

***Speer Publications*:** The natural or legal person performing Services for the Client;

**Services:** The final version of the file/document after one or more of the following Services has been performed: editing, translation, layout, graphic design and/or printing.

### Article 1 – Applicability of General Terms and Conditions

1.1 These General Terms and Conditions apply to all quotations made by *Speer Publications* and all contracts between *Speer Publications* and the Client.

1.2 *Speer Publications* declares these General Terms and Conditions applicable to each quotation and/or contract that *Speer Publications* enters into with the Client.

1.3 With regard to the performance of the Services, *Speer Publications* is allowed to engage the services of third parties, in which event *Speer Publications* exercises due care and diligence.

1.4 If at any time one or more provisions of these General Terms and Conditions become void or voidable, whether in part or in full, the rest of these General Terms and Conditions remain in place. In this event, *Speer Publications* and the Client will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.

1.5 If there is anything unclear or contentious about the interpretation of any of the provisions in these General Terms and Conditions, then the interpretation will be made in accordance with the spirit of these provisions.

1.6 If a situation arises between parties that has not been provided for in these General Terms and Conditions, this situation will be judged in accordance with the spirit of these General Terms and Conditions.

1.7 If *Speer Publications* does not insist on the strict observance of these General Terms and Conditions at all times, this does not mean that the provisions concerned have become inapplicable or that, in other cases, *Speer Publications* has in any way relinquished the right to insist on the strict observance of the provisions of these General Terms and Conditions.

## **Article 2 – Quotations, Contract Formation**

2.1 All quotations and estimates made by *Speer Publications* are without obligation.

2.2 Contract formation takes place by the Client's written acceptance of the quotation, or by *Speer Publications'* acceptance of the Services commissioned to *Speer Publications* by the Client. *Speer Publications* gives a detailed description of how the source material is to be submitted and within what time frame(s) the source material must be in *Speer Publications'* possession.

2.3 If, for quotation purposes, *Speer Publications* has not been able to examine the complete text for which *Speer Publications* is to provide Services within five working days after the quotation date, *Speer Publications* may still revoke the quotation and/or the lead times after the Services and/or quotation has been accepted. The aforementioned stipulation also applies if the files/documents submitted by the Client do not comply with the specifications of the source materials as referred to in Article 2.2.

2.4 If the Client accepts the submitted quotation under the condition of one or more modifications, then a new quotation will have to be submitted. If, in this event, no new quotation is submitted, no new contract formation takes place.

2.5 A combined quotation does not oblige *Speer Publications* to perform part of the Services at a pro rata quotation price. Previously submitted quotations do not automatically apply to future work.

2.6 *Speer Publications* cannot be held to its quotation, if that quotation, or part of it, contains an obvious mistake or clerical error.

## **Article 3 – Changes or Cancellations**

3.1 If the Client modifies the work for which services are being commissioned after formation of the contract, then *Speer Publications* is entitled to adjust the lead time and/or fee, or reject the work. Any services already rendered for this work will be assessed in mutual consultation and in accordance with the principles of reasonableness and fairness.

3.2 If the Client cancels the work commissioned, he/she has to pay for that part of the work for which Services have already been rendered, as well as pay an amount of compensation, at an hourly rate, for any research done with respect to the remaining part of the work.

3.3 If *Speer Publications* has reserved time for the performance of work that has subsequently been cancelled, and is no longer able to use this time for other work, the Client shall pay *Speer Publications* 50% of the fee for the portion of the Services that has already been rendered for this work.

## **Article 4 – Performance of the Services and Confidentiality**

4.1 *Speer Publications* undertakes to perform the Services to the best of its knowledge, ability, and expertise, keeping in mind the Client's stated purpose of the translation.

4.2 *Speer Publications* keeps all information provided by the Client strictly confidential. Any third parties used by *Speer Publications* for the execution of the contract are bound to confidentiality.

4.3 Unless it has been expressly stipulated otherwise, *Speer Publications* is authorized to have the Services (partly) performed by a third party, without prejudicing *Speer Publications*' responsibility for observing confidentiality and for the proper performance of the Services.

4.4 *Speer Publications* may enter into a written contract with the Client for the purpose of completing the Services in stages and for the separate submission of invoices for (each) stage of the Services completed.

4.5 If the Services are performed in stages, *Speer Publications* may suspend the completion of portions of the Services belonging to subsequent stages until the Client has approved in writing the work for which Services were already completed.

4.6 *Speer Publications* cannot vouch for the correctness of the information supplied by the Client and does not accept any liability for damage and/or loss, of whatever nature, caused by the use of the information supplied.

4.7 If the Client defaults on the proper observance of whatever obligation he/she has entered into with *Speer Publications*, the Client will be liable for any damage and/or loss caused to *Speer Publications*, whether directly or indirectly.

4.8 If, during the execution of the contract, it appears that, for its proper execution, some modification or addition to the contract is required, the parties will modify the contract in a timely manner and by mutual consultation. As a result, the price initially agreed on may be raised or lowered. If such situations occur, *Speer Publications* will submit a cost estimate whenever possible. By modifying the contract, the initially quoted price may be changed. The Client accepts the fact that the contract may be modified, including an adjustment in price and lead time.

## **Article 5 - Intellectual Property**

5.1 Unless expressly stated otherwise in writing, *Speer Publications* reserves the copyright on all texts produced by *Speer Publications*.

5.2 If, for the execution of the contract, *Speer Publications* acquires knowledge about how to translate certain words/terminology, then *Speer Publications* has the right to use this knowledge for other purposes, or for the performance of other Services. All this on the understanding that *Speer Publications* does not thereby prejudice his/her duty of confidentiality regarding the Client.

5.3 The Client indemnifies *Speer Publications* against any claim by a third party regarding an alleged infringement of proprietary rights, patent rights, copyrights, or other intellectual property rights in connection with the execution of the contract.

## **Article 6 – Termination**

6.1 *Speer Publications* has the right to terminate the contract in full or in part if the Client defaults on his/her obligations, goes into liquidation, applies for a moratorium, is subject to a petition for insolvency, or fully or partially terminates or dissolves his/her business.

6.2 If it becomes apparent after formation of the contract that performance of the Services cannot reasonably be accomplished, and if this non-performance is due to the information provided by the Client, then *Speer Publications*

is authorized to terminate the contract or, as the case may be, charge extra costs for the work not included in the quotation. The above also applies if, in the execution of the contract, it emerges that the information provided by the Client at the time of contract formation is fundamentally different from what is provided during the execution of the contract.

6.3 A termination of the contract as referred to in articles 6.1 and 6.2 does not discharge the Client from his/her obligation to pay for the work already completed by *Speer Publications*.

## **Article 7 – Complaints and Disputes**

7.1 The Client notifies *Speer Publications* in writing of any complaints concerning the Services rendered as soon as possible within ten working days after delivery. Lodging a complaint does not release the Client from his/her obligation to pay for the Services rendered.

7.2 If the complaint is well-founded, then *Speer Publications* will improve or replace the Services rendered within a reasonable period of time or, if *Speer Publications* cannot reasonably comply with this requirement, then *Speer Publications* will grant a price reduction.

7.3 The Client's right to lodge a complaint becomes void if the Client has revised the work produced by the Services rendered himself/herself or has ordered a third party to revise it without *Speer Publications'* written permission and subsequently publishes this revision or, as the case may be, has it printed.

## **Article 8 – Lead Time and Date of Delivery**

8.1 Unless expressly stipulated otherwise, the agreed lead time is an estimate. As soon as it becomes apparent to *Speer Publications* that the agreed delivery date is not feasible, then *Speer Publications* is obliged to notify the Client without delay.

8.2 In the event of an attributable failure to meet the agreed lead time, the Client has the right to terminate the contract unilaterally if he/she cannot, within reason, be expected to wait for its completion any longer.

8.3 Delivery is considered to have taken place at the time of personal delivery or dispatch by regular mail, telefax, courier, or electronic mail.

8.4 Delivery of documents via electronic mail is considered to have taken place at the time when the medium confirms the dispatch.

## **Article 9 – Fee and Payment**

9.1 In principle, *Speer Publications'* fee is based on a per-word or per-item rate. A fee may occasionally be charged on the basis of an hourly rate. In addition to a fee, *Speer Publications* may charge the Client for any disbursements related to the performance of the Services.

9.2 Unless expressly agreed otherwise, the agreed fee is exclusive of value-added tax ("belasting over de toevoegde waarde" or "BTW" in the Netherlands).

9.3 If *Speer Publications* and Client agree on a fixed fee or price, then *Speer Publications* nevertheless has the right to increase this fee or price if this increase is caused by an event as referred to in Article 4.8, by a statutory or regulatory power or obligation, by wage rises and the like, or by anything else that could not be reasonably foreseen at the time of entering into the contract. In this event, the Client has the right to terminate the contract, unless the parties accept a new fee or price after mutual consultation.

9.4 Accounts should be settled within 30 days of the invoice date, in the currency specified in the invoice. After the 30-day period has expired, the Client will be in default immediately and without further notice of default, in which case the Client owes the statutory interest from the due date to the moment of full settlement.

9.5 If the Client is in default or non-compliant, then all reasonable costs incurred for obtaining a settlement in or out of court shall be for the Client's account. Extrajudicial collection costs are calculated on the basis of the generally accepted debt collection rates in the Netherlands. The payable debt collection costs are subject to (statutory) interest rates.

9.6 The Client does not have the right to set off the amount he/she owes *Speer Publications*. Objections against the invoiced amount do not suspend the payment obligation.

## **Article 10 – Liability and Indemnity**

10.1 *Speer Publications* is only responsible for damage and/or loss that is the direct and demonstrable result of an attributable breach on *Speer Publications'* part. *Speer Publications* is at no time liable for any other form of damage and/or loss, such as consequential loss, loss due to delay, or loss of profits. Where applicable, *Speer Publications'* liability is at all times limited to the invoice value, exclusive of value-added tax (“belasting over de toegevoegde waarde” or “BTW” in the Netherlands), of the Services concerned.

10.2 If *Speer Publications* is liable for any damage and/or loss incurred, then *Speer Publications'* liability is limited to a sum equivalent to the invoice value, exclusive of value-added tax (“belasting over de toegevoegde waarde” or “BTW” in the Netherlands), of the Services concerned.

10.3 Where applicable, *Speer Publications'* liability is at all times limited to the amount paid out under *Speer Publications'* insurance policy.

10.4 The Client indemnifies *Speer Publications* against all claims made by third parties who have incurred damage/loss in connection with the performance of the Services, if this damage/loss is attributable to a party other than *Speer Publications*. Furthermore, in so far as *Speer Publications'* liability exists on the basis of this Article, the Client will indemnify *Speer Publications* against all claims from third parties arising from the utilization of the work delivered.

## **Article 11 – Force Majeure**

11.1 In these General Terms and Conditions, the meaning of the term “force majeure” includes what is meant by it in statutory law and case law, as well as all exterior causes, whether foreseeable or not, that are beyond *Speer Publications'* control and that prevent *Speer Publications* from meeting its obligations. Its meaning includes - but is not confined to - fire, accident, illness, strike, riot, war, government measures, prolonged power cuts, disrupted transfer, and terrorist threats.

11.2 During the period of force majeure, *Speer Publications*' obligations are suspended. If, due to force majeure, *Speer Publications* is unable to meet its obligations, both parties are authorized to terminate the contract, without any damages being required. However, the obligation to pay for Services already performed remains in place. If the Client is the consumer, the power to suspend only applies in so far as this power is enforceable by law.

11.3 If, at the commencement of force majeure, *Speer Publications* has already met part of its obligations, or is only able to meet part of its obligations, then *Speer Publications* has the right to send a separate invoice for the work performed so far, and the Client must pay this invoice as though it concerned a separate contract.

## **Article 12 – Applicable Law, Disputes, and Competent Court**

12.1 All legally binding transactions between the Client and *Speer Publications* are governed by Dutch law.

12.2 Any dispute about these General Terms and Conditions are subject to the judgment of the competent Dutch court.

12.3 The parties initiate court proceedings only if they have done their utmost to resolve the dispute by mutual consultation.

## **Article 13 – Modifications**

13.1 *Speer Publications* reserves the right to make modifications or additions to these General Terms and Conditions. Modifications also apply to contracts already entered into, subject to a 30-day notice period after the Client has been informed. If a Client does not wish to accept a proposed modification, he/she has the right to cancel the contract until the date on which the new General Terms and Conditions take effect. The applicable version can at all times be found on under "Our General Terms and Conditions" at [www.speerpublications.com](http://www.speerpublications.com).

## **Article 14 – Registration**

14.1 *Speer Publications* has been entered into the Trade Register of the Chamber of Commerce at The Hague, the Netherlands under number 34346089.