

**GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT OF ALINEA LINGUA, THE PRIVATE COMPANY WITH LIMITED LIABILITY WITH ITS REGISTERED OFFICE IN SOEST.**

**Definition**

In these general terms and conditions of sale, delivery and payment the term **Alinea L.** shall be taken to mean Alinea Lingua B.V. or (a) third party(ies) engaged by it:

**Client:** the natural or legal person who has placed an order with Alinea L. for the production of a translation. Alinea L. may regard as its client the person who has placed the order with it for the production of the translation, unless this person has expressly indicated that they are acting on instructions in the name and for the account of a third party, provided that the name and the address of the third party have been provided to Alinea L. at the same time. If the person acting on instructions in the name and for the account of a third party fails to mention the name and the address of the third party, this authorised representative is jointly and severally liable together with the third party for the obligations arising from the contract with Alinea L.;

**Article 1 - General**

These general terms and conditions are applicable to all legal relationships between Alinea L. and the client, to the exclusion of (general) terms and conditions employed by the client, unless Alinea L. has agreed in writing to their application.

**Article 2 - Quotations and conclusion of the contract**

2.1 General offers and quotations by Alinea L. are without obligation.

2.2 Quotations and periods quoted can be rescinded at any time if Alinea L. has not had sight of the full text to be translated or edited before quoting. The contract is concluded by written or verbal acceptance by the client of the quotation of Alinea L. or – if no quotation has been submitted – by written confirmation by Alinea L. of an order placed by the client.

2.3 Alinea L. may regard as its client the person who has placed the order with Alinea L., unless this person has expressly indicated that they are acting on instructions, in the name and for the account of a third party, provided that the name and the address of this third party have been provided to Alinea L. at the same time and Alinea L. agrees to this.

2.4 Agreements and promises made by representatives or personnel of Alinea L. are not binding on Alinea L. until Alinea L. has expressly confirmed them in writing.

2.5 Any contract will be concluded by Alinea L. subject to the contingent condition that the creditworthiness of the client has been adequately proven and/or guaranteed to Alinea L. If Alinea L. so wishes, the client must provide security at any time. If the security is not provided, Alinea L. is entitled, without being liable for any damages, to suspend the (further) fulfilment of the order until the required security has been provided, notwithstanding the provisions of article 9.

**Article 3 - Amendment and cancellation of orders**

3.1 If following the conclusion of the contract the client makes changes to the order other than of a minor nature, Alinea L. is entitled to amend the delivery period and/or the fee or even to decline the order. In the latter case the client is obliged to pay for the part of the order already fulfilled and the provisions of clause 3 of this article are applicable mutatis mutandis.

3.2 If an order is cancelled by the client, the client is obliged to pay in full for the part of the order already fulfilled. The client must also, if applicable, pay a fee, based on an hourly rate, for research already done for the remaining part. Alinea L. will if so desired make the work already done available to the client. No guarantee can be given for the quality of the services rendered in that case.

3.3 If Alinea L. has set time aside for the fulfilment of the cancelled order, Alinea L. can charge the client a fee of 50% of the fee for the part of the order not fulfilled.

**Article 4 - Fulfilment of orders and confidentiality**

4.1 Alinea L. is obliged to fulfil the order to the best of its ability and with all due professionalism, taking account of the purpose of the text(s) to be translated or edited by Alinea L. as specified by the client.

4.2 Alinea L. will treat the information provided by the client in confidence in so far as this is possible in connection with the fulfilment of the order. Alinea L. will place its employees under an obligation to observe confidentiality. Alinea L. is however not liable for violation of the obligation to observe confidentiality by these employees if it can show it was unable to prevent this violation.

4.3 Alinea L. has the right to have an order fulfilled by third parties, notwithstanding the responsibility of Alinea L. for the confidential treatment and the proper fulfilment of the order. Alinea L. will place the said third party under an obligation to observe confidentiality. Alinea L. is however not liable for violation of the obligation to observe confidentiality by these third parties if it can show it was unable to prevent this violation.

4.4 The client is obliged on request, if possible, to give a substantive explanation of the text to be translated and to provide Alinea L. with relevant documentation and terminology if available. Dispatch of the said information will at all times be for the account and risk of the client.

**Article 5 - Delivery period and time of delivery**

5.1 The agreed delivery period is a target, unless otherwise expressly agreed in writing. As soon as Alinea L. discovers or expects that delivery on time will not be possible, it is obliged to notify the client accordingly without delay.

5.2 In the event of the attributable exceeding by Alinea L. of the delivery period expressly agreed in writing, the client is entitled to dissolve the contract unilaterally, provided that it is no longer reasonably possible to await its fulfilment. Alinea L. is not liable for any damages in this case. This dissolution does not affect the obligation of the client to pay for the part of the order already fulfilled.

5.3 Delivery is regarded as having taken place at the time of dispatch. Counting as time of dispatch is the moment of posting, handover to the courier or, in the case of electronic dispatch (fax, email, modem, FTP, etc), the moment at which the medium has completed the dispatch.

5.4 In connection with the performance of the contract by Alinea L. the client is obliged to do everything that is reasonably necessary or desirable to make possible delivery by Alinea L. on time.

5.5 The client is obliged to give every assistance to the delivery of the services rendered under the contract with Alinea L. The client will be in default even without being warned thereof if it refuses to take receipt of the services, in which case the provisions of article 6.5 are applicable mutatis mutandis.

**Article 6 - Fee and payment**

6.1 In principle the fee is based on a rate per word or hourly rate prevailing at Alinea L., unless otherwise agreed. In addition to its fee Alinea L. can also charge the client for the expenses incurred in connection with the fulfilment of the order. A minimum charge per language combination can be charged for any order.

6.2 The price that Alinea L. has quoted for the services to be rendered applies only for the services in accordance with the agreed specifications.

6.3 Alinea L. is entitled to increase the agreed price where particularly laborious text, unclear copy or faulty computer software or data files are supplied by the client necessitating more work or higher costs for Alinea L. than Alinea L. might reasonably have expected on the conclusion of the contract. The above list is not an exhaustive one.

6.4 All amounts are quoted exclusive of value added tax.

6.5 Invoices must be paid net in the currency in which the invoice has been made out within not later than three weeks after the invoice date (or within any other period given by Alinea L. in writing), without any discount, offsetting or suspension. Alinea L. can invoice in instalments per delivered part of any order. In the event of overdue payment the client is immediately in default, without notice of default, in which case statutory interest on the invoice amount, plus 2 per cent, is payable by the client from the date of default up to the time of settlement in full.

6.6 In the event of extrajudicial collection costs a collection fee of 15% is applicable on the first EUR 2,500.00 of the principal with interest and a fee of 10% on the remainder, with a minimum of EUR 100.00 per invoice.

#### **Article 7 - Complaints and disputes**

7.1 The client must make complaints about the services rendered known to Alinea L. in writing as soon as possible, but not later than ten working days after delivery. The expression of a complaint does not relieve the client from its payment obligation.

7.2 If the client challenges the accuracy of given translation solutions and asks Alinea L. for comment and if Alinea L. can then show that the given translations are not inaccurate, Alinea L. is entitled to charge the client in full for the additional time worked and other costs incurred in this connection.

7.3 If by the end of the period referred to in clause 7.1 the client has not expressed any complaints, it will be regarded as having fully accepted the services rendered and complaints will only be considered if Alinea L. considers this desirable for reasons of its own. Alteration by Alinea L. of any part of the translated or edited text at the request of the client does not mean that Alinea L. recognises that defective services have been rendered.

7.4 If the complaint is justified, Alinea L. is entitled to improve or to replace the services rendered within a reasonable time.

7.5 The right of the client to submit complaints lapses if the client has edited the part of the services rendered to which the complaint relates or has had it edited, irrespective of whether it has then passed on the services rendered to a third party.

#### **Article 8 - Liability and indemnity**

8.1 Alinea L. is only liable to the client for damage that is the direct and demonstrable consequence of a failing attributable to Alinea L. Under no circumstances is Alinea L. liable for any other forms of damage, such as indirect damage, consequential damage, trading loss, loss due to delay and loss of profits.

8.2 The liability of Alinea L. for non-fulfilment, improper or overdue fulfilment of its obligations arising from any contract is limited in all cases per contract to a maximum of the amount of the agreed fee exclusive of value added tax and advances with a maximum of EUR 1,150.00 (eleven hundred and fifty euros), unless it is demonstrated in court that the non-fulfilment, improper or overdue fulfilment is attributable to the intent or gross negligence of Alinea L. In this latter case a maximum of EUR 45,000.00 (forty five thousand euros) is applicable.

8.3 Ambiguity of the text to be translated relieves Alinea L. of any liability.

8.4 The assessment of the question whether (the use of) a text to be translated or edited or its translation or editing supplied by Alinea L. entails given risks of personal injury remains entirely for the account and risk of the client.

8.5 Alinea L. is not liable for damage to or loss of the documents, information or information carriers provided for the performance of the contract. Nor is Alinea L. liable for costs and/or damage arising as a consequence of the use of information technology and means of telecommunication or as a consequence of the transport or the dispatch of information (carriers) or the presence of computer viruses in files or information carriers supplied by Alinea L.

8.6 The client indemnifies Alinea L. against all claims of third parties arising from the use of the services rendered.

8.7 The client also indemnifies Alinea L. against all claims of third parties for alleged infringement of proprietary rights, patent rights, copyright or other intellectual property rights in connection with the performance of the contract.

#### **Article 9 - Dissolution and force majeure**

9.1 If the client fails to fulfil its obligations or fails to fulfil them on time or in full, if the client is declared bankrupt or an application is made for its bankruptcy, if the client has applied for court protection from its creditors or has been granted the same, if the natural persons debt rescheduling arrangement has been declared applicable in respect of the client or in the event of liquidation of the business of the client, Alinea L., is entitled, without being liable for any damages, to dissolve the contract as a whole or in part or to suspend its performance. Alinea L. can in this case demand immediate settlement of the amount owed to it.

9.2 If Alinea L. is no longer able to fulfil its obligations on account of circumstances that are not for its risk or that are outside its control, it has the right, without being liable for any damages, to dissolve the contract. Counting as such circumstances (force majeure) are in any event – but not exclusively – fire, accident, illness, strike action, riot, war, terrorist attacks, transport impediments, measures taken by the government, disturbances in the service provision of internet providers, negligence of suppliers or other circumstances over which Alinea L. cannot exert any influence.

9.3 If as a consequence of force majeure Alinea L. has to stop the further performance of the contract, it nevertheless retains the right to payment for the work done up to that point and the costs incurred and expenses paid.

#### **Article 10 - Copyright**

The client acquires the right to reproduction and publication of the translation produced by Alinea L. in the context of the order solely for the purpose for which the translation was produced. The copyright remains vested in Alinea L. If Alinea L. so wishes, the client will provide the translation with a credit as follows: © (year) Alinea Lingua B.V.

#### **Article 11 – Applicable law**

11.1 All contracts with Alinea L. and these general terms and conditions are subject to the law of the Netherlands. The Dutch courts have jurisdiction. In the event of any differences in the Dutch and a text of these terms and conditions in another language the Dutch text has priority.

11.2 All disputes arising between Alinea L. and the client with regard to these general terms and conditions and/or concluded contracts will in the first instance, to the exclusion of the jurisdiction of any other judicial authority, be subject to the judgment of the competent court in Utrecht, even if the client is domiciled abroad. Alinea L. expressly reserves the right to summon the other party to appear before the court of its domicile.

#### **Article 12 - Filing and registration**

12.1 These general terms and conditions have been filed with the Eemland Chamber of Commerce.

12.2 Alinea Lingua B.V. is listed in the commercial register of the Eemland Chamber of Commerce under number 31038086.

A copy of these general terms and conditions will be sent to the requester free of charge at any time on request.