

# terms and conditions

## Textcase Unlimited B.V.

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### Art. 1 Definitions

- 1.1 Supplier: the one supplying goods or services to Textcase Unlimited B.V., hereinafter 'Textcase'.
- 1.2 The agreement: any agreement according to which Textcase purchases goods or services of any kind.
- 1.3 Original work: the text and/or templates and/or illustration files that serve as the basis for the translation, edition or layout of the deliverable to be supplied.
- 1.4 Translation: the text that has been translated or revised by the Supplier at the request of Textcase.
- 1.5 Revision: the reworking of the original work by the Supplier, on the order of Textcase.
- 1.6 The work: the product that has been completed/is being completed/is to be completed on the order of Textcase, including but not limited to the translations mentioned under 1.4 and the sample text named under 1.8.7.
- 1.7 Sample text: a sample version of the work that the Supplier is to deliver upon a date to be agreed, in order that Textcase can give the Supplier further instructions if necessary.
- 1.8 Deadline: The last date by which the work must be delivered by the Supplier in accordance with what has been specified in Article 4.

### Art. 2 General

- 2.1 These general provisions shall apply to all requests, offers, quotations and agreements, and shall be part of all agreements according to which the Supplier delivers goods and/or services of any type whatsoever to Textcase. Deviation from these terms and conditions is permissible only if explicitly agreed in writing (email communication not included).
- 2.2 All offers and quotations made by the Supplier are considered a binding offer to Textcase, unless the offer explicitly states otherwise in writing.
- 2.3 An agreement comes into existence only after written acceptance by Textcase.
- 2.4 Applicability of potential sales or other conditions by the Supplier is explicitly excluded.
- 2.5 Only the management of Textcase is authorised to undertake commitments on behalf of Textcase.

### Art. 3 Rates

- 3.1 All rates are indicated exclusive of Value Added Tax (V.A.T.) or other levies imposed by the government, and inclusive of all additional costs, unless otherwise agreed in writing.
- 3.2 The rate for translation is calculated on the basis of the number of words in the source text, unless explicitly agreed otherwise in writing.
- 3.3 If no rate has been agreed between the parties, but the parties have in the year prior to the agreement concluded one or more agreements with a similar or reasonably similar content, the fee shall be calculated based on the rate used therein.
- 3.4 An increase in the rate is possible only in accordance with the provisions in Article 8.
- 3.5 No change in the Supplier's rates underlying the fee quoted is possible during the period of the agreement.
- 3.6 If the quality of the work done for Textcase is such that it must be reworked or otherwise improved by the Textcase itself or a third party, Textcase can reduce the Supplier's fee by some or all of the additional cost incurred if the quality of the work is significantly lower than that which Textcase might have expected.
- 3.7 For purposes of assessing the quality, the decision of Textcase alone shall be binding.

### Art. 4 Delivery

- 4.1 Unless otherwise agreed in writing, delivery shall occur at the place where Textcase carries on its business, by submission to an employee of Textcase of the print-ready copy or alternatively by submission through electronic means. In the case of submission through electronic means, including email and the Internet, the time of delivery shall be deemed to be the time when Textcase sends an acknowledgment of receipt.
- 4.2 If the work consists (partly) of software, the work will be delivered in both the object code and the source code.
- 4.3 The Supplier is required to deliver the work in instalments if so requested by Textcase.
- 4.4 All costs of shipping the material to be delivered shall be borne by the Supplier, unless cash on delivery has been agreed in writing. The Supplier shall in all cases be liable for the risks during shipping. Shipping includes transmission of data via a telephone connection and any other similar transmission by any electronic means whatsoever.
- 4.5 The risk of loss or damage of the works and other materials that are the subject of the agreement in question shall be transferred to Textcase at the time of delivery in accordance with the first paragraph.

4.6 The Supplier is obliged to keep a copy of the work in electronic form until at least one year after the end of the agreement in question, and to be able to submit it within reasonable time to Textcase upon the first such request.

4.7 The parties may agree that the Supplier shall deliver a sample translation to Textcase on a date to be agreed.

4.8 The Supplier shall deliver a print-ready copy, by which is meant: a copy typed on one side of the page, with ample line spacing, without any significant deletions and/or corrections, and prepared in accordance with the "Instructions for translators and editors" as provided by Textcase or sent to the Supplier upon the latter's request.

#### **Art. 5 Acceptance**

5.1 The parties will consult regarding any inadequacies identified by Textcase. The Supplier will rectify any inadequacies as soon as possible, and no later than within one week. If the Supplier has not rectified the aforementioned inadequacies within the said period, Textcase may apply the late penalty as determined in the following Article for each day that the inadequacy has not been rectified.

5.2 If the inadequacies mentioned in the previous paragraph are, in Textcase's judgement, of more than minor significance, Textcase is entitled to rescind or cancel the agreement, according to its preference, without being obliged to pay any remuneration or compensation. Rescinding or cancellation is without prejudice to Textcase's right to compensation for damages.

#### **Art. 6 Delay in delivering the work**

6.1 If the Supplier misses the agreed deadline due to factors within his/her control, the Supplier shall, without any notice being required, be penalised 5 per cent per day of the agreed fee, up to a maximum of 80 per cent of the total fee. This penalty applies exclusively as a flat rate compensation for the damages caused to Textcase by the delay. This provision is without prejudice to the right of Textcase to demand fulfilment of the agreement, or to claim compensatory damages for the work that has not or not fully been completed.

6.2. If more than 10 days have passed since the agreed deadline, Textcase has the right to terminate the agreement with immediate effect by registered letter, without being bound to provide compensation and without prejudice to its right to demand compensation for damages.

#### **Art. 7 Translation**

7.1 The original edition shall serve as the basis for the translation. The Supplier shall deliver one or more suggestions for the translation of the title of the work.

7.2 The Supplier shall produce a translation that is faithful in style and content to the original work.

7.3 The Supplier is expected to keep approximately to the word length of the original work unless explicitly agreed otherwise in writing.

7.4 The Supplier shall carefully follow the instructions provided by Textcase.

#### **Art. 8 Additional work**

8.1 Additional work shall be allowed and paid for only if Textcase has given prior written instructions to this effect. Additional work that is not based on prior written instructions by Textcase as stipulated in this article will under no circumstances be paid for but will be performed entirely at the expense and risk of the Supplier.

8.2 If the Supplier is of the opinion that a change in a project made after the agreement has been signed constitutes additional work, he/she shall report this to Textcase before proceeding to carrying it out. The report shall be made in writing. The report must, if Textcase requests it, be followed by an estimate of the price implications. The estimate must be made in writing and in reasonable detail. Textcase shall in each case make a decision as quickly as possible regarding the additional work in question.

#### **Art. 9 Ownership and authors' rights**

9.1 At the point when the work is accepted, ownership of the work, as well as of the accompanying documentation and data medium or media, is transferred to Textcase.

9.2 As of the date the agreement is signed, the Supplier unconditionally and without retaining any rights transfers to Textcase all authors' rights, in their broadest possible legal scope, to the work to be produced and to all accompanying documentation, including all rights that the law assigns or shall assign thereto. The intention of the parties is explicitly that Textcase holds the exclusive right to exploit the work by publication in book form, on audio or visual media, via Internet applications or by producing adaptations for film, television, radio and/or other media. Given the stipulation of this provision, Textcase is (exclusively) entitled to transfer or license the aforesaid rights to a third party.

9.3 The Supplier hereby and in light of the nature and scope of this agreement explicitly renounces his/her right to make changes to the work (as stated in Art. 25, last paragraph of the Copyright Law of 1912). The Supplier likewise

renounces the rights named in Art. 25, first full sentence, under points a., b. and c. of the said Law.

9.4 The Supplier guarantees that he/she and his/her employees who are involved in producing the work have not entered into any agreement that is contrary to Art. 7 of the Copyright Law. Moreover, the Supplier guarantees that he/she has concluded, with all third parties involved in the production process, agreements involving the transfer of authors' rights to the Supplier which include a renunciation of all rights of third parties as specified in the above-mentioned Art. 25 of the Copyright Law.

9.5 Should the agreement be terminated in the interim for whatever reason, the Supplier shall, upon request by Textcase, transfer to Textcase's ownership everything that the Supplier has produced under the terms of the said agreement, including anything that is still incomplete, as well as any data supports, where applicable. The authors' rights to the work produced are thereby also transferred to Textcase. Both parties shall respect the right of Textcase to demand compensation for damages.

#### **Art. 10 Intellectual property and indemnification**

The Supplier guarantees that the work he/she delivers does not infringe any existing intellectual property right of third parties or any other right, and that the use of the work is in no other respect unfair towards third parties. The Supplier indemnifies Textcase from all liability towards third parties in this regard.

#### **Art. 11 Termination**

11.1 This agreement enters into force as soon as it has been signed by both parties.

11.2 Each party is competent to terminate this contract for the future with immediate effect, without further notice and without prior judicial intervention, if:

- the counterparty requests suspension of payment;
- the counterparty is declared insolvent;
- the counterparty fails to fulfil his/her obligations, unless this failure is of such a nature or so insignificant that it does not justify such termination and its consequences;
- the counterparty is a legal entity and the latter has been dissolved;
- the counterparty is a legal entity and the responsibility or executive authority of the counterparty is transferred to a third party.

11.3 Request for termination shall be made by registered letter.

#### **Art. 12 Confidentiality**

12.1 The Supplier recognises that the existence and contents of the relationship with Textcase as well as the information and/or data (also including computer apparatus) that were given to him/her in connection with carrying out activities on behalf of Textcase are of a strictly confidential nature.

12.2 The Supplier shall under no circumstances, directly or indirectly, verbally or in writing or in any other form communicate to third parties any data and/or information given him/her, without prior written consent by Textcase. This obligation is binding both during and after the course of this agreement.

12.3 With regard to any data and/or information received from Textcase which – in whatever form or on whatever medium – has been deposited with or given to the Supplier, the Supplier undertakes to:

- a. take all reasonable measures for its safekeeping or storage;
- b. not to use the data and/or information for any other purpose than that which is stipulated in the agreement;
- c. not to keep the data and/or information longer than is reasonably necessary for the fulfilment of the agreed obligations, and immediately after the fulfilment of the afore-mentioned obligations to return them to Textcase or, with Textcase's permission, to destroy them;
- d. to have the agreed obligations fulfilled exclusively by persons who the Supplier is reasonably certain are trustworthy;
- e. to assist in exercising the care by or on behalf of Textcase for the safekeeping and use of the data;

12.4 the Supplier shall, moreover, make maximum efforts to ensure that his/her staff and/or third parties working for him/her are aware of the aforementioned obligations and strictly observe them. The Supplier shall take care that employees and third parties involved in carrying out the tasks are contractually bound to confidentiality.

#### **Art. 13 Involvement of third parties**

The Supplier may avail himself or herself of third parties for activities in the context of the fulfilment of this agreement only upon prior written consent by Textcase.

#### **Art. 14 Takeover clause**

The Supplier may not employ staff members of Textcase who are involved in the fulfilment of the agreement or who

were involved in its fulfilment less than one year previously, without prior written consent by Textcase.

**Art. 15 Contacts clause**

15.1 The Supplier shall not undertake any direct or indirect work, paid or unpaid, during the course of the agreement or for a period of 5 years thereafter, on behalf of contacts for whom Textcase has carried out work or with whom Textcase has made connections with a view to providing services in the future, unless upon prior written consent by Textcase. This is to be observed regardless of whether the contact has him/herself taken the initiative to approach the Supplier.

15.2 If the stipulation in the previous paragraph is violated, the Supplier shall be subject to an immediately payable fine of € 5,000 per violation or per day that the violation continues, according to Textcase's preference; this penalty shall not be subject to judicial reduction.

**Art. 16. Applicable law and disputes**

16.1 The legal relationship between Textcase and the Supplier is governed exclusively by Dutch law.

16.2 All disputes resulting from or related to agreements made with Textcase or agreements related thereto will be resolved, in accordance with the rules of absolute competence, exclusively by the competent judge in the place where Textcase is established, unless the latter should prefer to follow the normal competence rules.