

TERMS AND CONDITIONS

Article 1 - Applicability of terms and conditions

- 1.1 These terms and conditions shall apply to all transactions and agreements between architextura and the principal, in respect of which architextura has declared these terms and conditions to be applicable, to the exclusion of the principal's terms and conditions unless architextura has agreed in writing that they shall apply.
- 1.2 These terms and conditions shall also apply to all agreements with architextura, the execution of which may require the involvement of third parties.

Article 2 - Quotations and entering into an agreement

- 2.1 All quotations and cost estimates shall be without obligation.
- 2.2 The contract shall take effect on the acceptance in writing by the principal of the quotation submitted by architextura, or - should no quotation have been submitted - by the confirmation in writing by architextura of a commission granted her by the principal. In the event of architextura being unable to examine the complete text within five working days before submitting her quotation architextura may however retract the quoted cost estimate and lead times after the principal has accepted the quotation. All quotations and fees stated shall be excluding VAT unless it has clearly been agreed to be otherwise.
- 2.3 architextura may consider her principal to be the person who has commissioned the work, unless the said person has clearly stated that he is acting on behalf of, on the orders of and on the account of a third party and the name and address of the said third party were concurrently submitted to architextura.

Article 3 - Alteration/withdrawal of commission

- 3.1 If, after the contract has been concluded, the principal makes any alteration other than minor changes to the original commission, architextura shall be entitled to adapt the lead time and/or remuneration or to reject the commission.
- 3.2 In the event of a commission being withdrawn by the principal he shall be liable for payment of that part of the commission that has already been executed and for payment based on a fee per hour for research that has been undertaken with respect to the remainder of the commission.
- 3.3 Should architextura have reserved time for the execution of the commission and not be able to use this time for other work, the principal shall pay architextura 50% of the fee covering the portion of the commission that has not been executed.

Article 4 - Execution of commissions, confidentiality

- 4.1 architextura shall commit herself to executing the commission to the best of her ability, thereby employing sound professional knowledge and skills, with due regard to the purpose specified by the principal.
- 4.2 architextura shall treat all information entrusted to her by the principal with the strictest confidence.
- 4.3 Unless it has been expressly stipulated to the contrary, architextura shall be entitled to have the commission (partly) executed by a third party, without prejudice to her responsibility for the observance of confidentiality and for the quality of execution of the commission. architextura shall require the said third party to observe the strictest confidence.
- 4.4 On request, the principal shall provide architextura with information regarding the contents of the text to be translated, including documentation, reference material and terminology. Dispatch of the documents concerned shall be at the principal's risk and expense.
- 4.5 architextura shall not be held responsible for the accuracy of information supplied to her by the principal and shall on no account accept liability for damage of any kind if architextura has operated from inaccurate or incomplete information supplied to her by the principal, even if such information was supplied in good faith.

Article 5 - Intellectual Property

- 5.1 Unless it is expressly stated in writing to the contrary, architextura shall retain the copyright on translations and other texts executed by her.
- 5.2 The principal shall indemnify architextura from any claim by a third party regarding alleged breach of rights of ownership, patent, authors' copyright or other intellectual property in connection with the execution of the commission.

Article 6 - Rescission

In the event of the principal failing to honour his commitments, or in the case of bankruptcy, moratorium, receivership or liquidation of the principal's business, architextura shall be entitled wholly or partially to rescind the contract or to delay the execution of the commission, such action never rendering her liable for any claim for damages. architextura may then demand immediate payment of remuneration due to her.

Article 7 - Complaints and disputes

- 7.1 The principal shall report complaints concerning the work delivered by architextura as soon as possible and inform her in writing of his dissatisfaction within ten days after acceptance. The reporting of a complaint shall in no way relieve the principal of his obligation to pay for the work delivered.
- 7.2 Should the complaint be well-founded, architextura shall improve or replace the delivered work within a reasonable period of time, or - if architextura cannot reasonably comply with the request for improvement - agree to a reduction in the fee.
- 7.3 The principal's right to make a claim shall cease if he has revised - or has caused to be revised - the work as delivered and has subsequently passed it on to a third party.

Article 8 -Lead time, delivery

- 8.1 The agreed lead time shall be an estimated time, unless expressly stipulated otherwise. As soon as it becomes apparent to architextura that the agreed delivery time is not feasible, architextura shall be bound to inform the principal immediately.
- 8.2 Should architextura be accountable for the delay in delivery, the principal shall be entitled - if it is unreasonable for him to wait any longer - to rescind the contract unilaterally. In this event, architextura shall not be obliged to pay any compensation.
- 8.3 Delivery shall be considered to have taken place at the moment of delivery by hand or dispatch by e-mail or normal postal service.
- 8.4 Delivery of documents by e-mail shall be considered to have taken place when the medium has confirmed the dispatch.

Article 9 - Fees and payment

- 9.1 architextura's fee is in principle based on a word tariff. For work other than translation, a fee based on an hourly rate will in principle be charged.
- 9.2 All sums shall be stated excluding value-added tax, unless it has been expressly stated to the contrary.
- 9.3 Accounts should be settled at the latest 30 days after the date of the invoice in the currency in which the invoice is drawn up. Should the payment not be made within the period specified, the principal shall immediately, without further notification, be in default, in which case the principal shall be liable for the statutory interest from the date of default to the moment of full settlement.

Article 10 - Liability and indemnity

- 10.1 architextura shall be responsible solely for damage that is the direct and demonstrable result of a shortcoming for which architextura can be held accountable. architextura shall never be liable for any other form of damage such as consequential loss, loss due to delay or loss of income or profits. The liability shall in every case be limited to a sum equal to the invoice value excluding value-added tax of the commission concerned.
- 10.2 Ambiguity in the text to be translated indemnifies architextura from any liability.
- 10.3 architextura shall not be held responsible for damage to or the loss of documents, information or information carriers placed at her disposal for the purpose of executing the commission. Nor shall architextura be held liable for damage arising from the use of information technology or modern means of telecommunication.
- 10.4 The principal shall be bound to indemnify architextura from all claims from third parties arising from the utilization of the work delivered, excepting the liability of architextura that may exist on the grounds of the provisions of this article.

Article 11 - Force Majeure

- 11.1 In the present terms and conditions, force majeure shall be understood, in addition to the legal definition and interpretation of the term, to include all exterior causes, whether anticipated or not, over which architextura cannot exercise any control, but which prevent architextura from being able to meet her commitments. Such circumstances shall in any case include - but not exclusively - fire, accident, illness, industrial action, rebellion, war, governmental measures or hindrance or restriction of transport.

- 11.2 During the period covered by force majeure architextura's commitments shall be suspended. Should the period within which force majeure prevents architextura from meeting her commitments exceed two months, either party shall be empowered to rescind the agreement; no obligation of indemnity shall in such case arise.
- 11.3 If, at the time of the commencement of force majeure, architextura has partially met her commitments, or can only partially meet her commitments, architextura shall be entitled to draw up a separate invoice covering the work executed and the principal shall be bound to pay the said invoice as though it applied to a separate agreement.

Article 12 - Legal system applicable

- 12.1 The law of the Netherlands shall be applicable to all legally binding transactions between the principal and architextura.
- 12.2 Any dispute shall be subject to the judgment of the officially appointed Dutch judge.