

HeldereTaal

TERMS AND CONDITIONS

1. Definitions

- Person: every natural or legal person.
- Customer: the person that starts a contract with Heldere Taal.
- Heldere Taal: the company with the name Heldere Taal, bureau voor tekst & communicatie, registered at the Chamber of Commerce of The Hague, registration number 24.321.778.
- Contract/assignment: every agreement between Heldere Taal and the Customer to deliver services by Heldere Taal to the Customer.

2. Applicability

- 2.1 These Terms and Conditions are applicable on every contract/assignment between the Customer and Heldere Taal and every assignment that Heldere Taal carries out for the Customer.
- 2.2 Any deviation from these Terms and Condition is only possible when agreed upon by both parties by e-mail or in writing.
- 2.3 Heldere Taal does not accept any terms or conditions from the Customer or any other party, unless explicitly agreed upon by Heldere Taal in writing or via e-mail.
- 2.4 This version of the Terms and Conditions replaces any older version of the Terms and Conditions from Heldere Taal.

3. Quotations, contracts/assignments

- 3.1 Quotations from Heldere Taal are valid for a period of 30 days.
- 3.2 Acceptance by the Customer must take place via e-mail or in writing.
- 3.3 Until the moment of acceptance of the quotation, Heldere Taal has no obligation whatsoever to the Customer.
- 3.4 Changes in any contract/assignment on request by the Customer are valid when explicitly agreed upon by Heldere Taal.

4. Duration

- 4.1 Each contract/assignment ends at the moment when Heldere Taal delivers the job that is subject of the contract/assignment.
- 4.2 Heldere Taal has the right to end the contract/assignment immediately, without any obligation to compensate the Customer, in the case that the Customer:
- Requests Heldere Taal to deliver services that are forbidden by any law;
 - Breaches any of his obligations to Heldere Taal;
 - Is liquidating his business;
 - Is bankrupt or can not longer pay his debts.

5. Invoice and payment

- 5.1 The customer has the obligation to pay invoices from Heldere Taal within a period of 30 days after the date of the invoice. After this period, Heldere Taal has the right to charge the Customer with the legal interest.

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5.2 In the case the Customer does not agree with an invoice from Heldere Taal, the Customer has the obligation to report this to Heldere Taal latest within 8 days after the date of the invoice and with explanation of the reasons. After this period, each invoice will always be irrevocable.

6. Customer

6.1 The Customer will give his full co-operation to Heldere Taal in order to make it possible for Heldere Taal to carry out the required work.

6.2 In case the Customer can or will not give his full co-operation, Heldere Taal has the right to postpone the execution of the contract/assignment.

6.3 In case the Customer is not able to give his co-operation, the Customer has the obligation to report this directly to Heldere Taal.

7. Heldere Taal

7.1 When carrying out a job for the Customer, Heldere Taal has the obligation of best intents to deliver the desired result.

7.2 In the case of force majeure, Heldere Taal has the right to postpone the execution of the contract/assignment, or to stop it completely, without any obligation to compensate the Customer for this.

7.3 As force majeure will be regarded any circumstance that falls under the reach of article 6:75 Burgerlijk Wetboek (the Dutch Civil Code).

8. Delivery of jobs

8.1 The Customer is obliged to check the work performed by Heldere Taal after delivery.

8.2 Any wishes of the Customer for adjustment of the delivered work must have reached Heldere Taal within 8 days after delivery.

9. Liability

9.1 Heldere Taal has the obligation of best intent to deliver the desired result for the Customer. Any liability of Heldere Taal is explicitly limited to the maximum amount of the concerning contract/assignment.

9.2 In the case Heldere Taal is using a third party and this third party acts as a subcontractor of Heldere Taal, the liability of Heldere Taal is explicitly limited to the maximum amount of the concerning contract/assignment that is carried out by the third party.

10. Applicable law

10.1 Dutch law will be applicable on each contract/assignment between Heldere Taal and the Customer.

10.2 Disputes between the Customer and Heldere Taal will be brought to the competent judge in The Netherlands, unless Dutch law stipulates otherwise.