

## **Mekes Tekst terms and conditions**

These terms and conditions apply to the contract between Mekes Tekst and the client, insofar these terms are not explicitly deviated from in the contract. Hereafter, Mekes Tekst will be referred to as: supplier. The client will be referred to as: customer.

### **Quality**

1. The supplier obliges himself to supplying good work, in accordance with the current professional standards and as agreed by the supplier and the customer. If the work consists of a text in the English language, it will be written in correct English.

### **Secrecy**

2. The supplier and the customer oblige themselves to secrecy of all confidential information they have acquired from each other or from another source as part of their contract. Information is regarded as confidential if this is announced by the other party, or if this arises out of the nature of the information. This secrecy also extends to beyond the termination of the contract.

### **Conceptual text and one-time revision**

3. If the delivery consists of a text, the quotation will apply to delivery of the conceptual text and a one-time revision after consultation with the customer. More revisions or alterations to the original commission are not included in the quoted price and will be billed separately. Regarding other deliveries, in principle one revision is included in the price as well, unless something else is explicitly agreed upon.

### **Interim alteration of the commission**

4. When a commission is expanded after handing out the order confirmation, there is question of an additional commission. The additional commission will be put down in an additional order confirmation or will be first quoted separately upon request.

5. If, as a result of changed customer circumstances the commission is altered, postponed or retracted, the supplier is not obliged to deliver unfinished texts. However, he does have the right to payment of accomplished labour and of a compensation for the unperformed part of the commission.

6. In case of circumstances beyond the supplier's control, he will announce this to the customer without delay. During the period of force majeure, the obligations of the supplier are postponed. If it is determined that fulfilment due to force majeure will not be possible during two months, both parties have the right to terminate the contract through a written statement. The customer is obliged to purchase from the supplier the performed part of the commission, and to pay him that part. This does not apply if the performed part does not have any independent value.

### **Quotation and quotation costs**

7. An exploratory talk does not have costs attached to it. If the first consultation goes beyond a presentation of the supplier and an introduction to the asked labour, then costs may be charged. If the customer appreciates a report of the consultation, with possible proposals for a second talk, then the agreed upon hourly rate applies.

8. Every quotation is without obligations and is valid for one month. A quotation that is offered in competition is also without obligations. This applies until a decision is taken in the competition, but not longer than two months. The costs of extensive quotations may be charged. An extensive quotation is one that requires over two hours of labour, including the oral clarification of the quotation. Even if the customer pays for the quotation, the proposals delivered in this quotation will remain property of the supplier and are protected against unlawful use by virtue of article 162, Book 6, of the Civil Code of the Netherlands.

### **Commission and order confirmation**

9. In the quotation or in the order confirmation, the commission is briefly described and the following is indicated:

- the purpose of the commission, the intended use of the text or service, the customer's demands and the scope of the work;
- to what extent cooperation of the customer is required, and/or what his contribution is;
- what materials and data the customer supplies, and within what time span;
- by whom and within what time span the text will be approved;
- under whose authority and on whose account the work will be performed and who is authorized to sign;
- the manner in which the text or service will be delivered (paper, digital or other data carrier) and the desired file format;
- the ultimate delivery deadlines, the time for standard revision of the definitive text or service.

As well, additional activities are briefly stated, such as:

- research,
- final editing,
- administrative support, such as typing work,
- correction of proofs or of laid out files,
- taking care of illustrations and/or photography,
- design, supervision of printing and finishing,
- translation.

### **Cost types**

10. In the quotation and the invoice, a distinction can be made between fee, office costs, other direct costs and third party costs.

### **Indemnification**

11. The customer, being an expert with respect to content, has the obligation to check the delivered texts and services for inaccuracies and negligence, and accepts the liability that follows from that. He indemnifies the supplier against any liability on the basis of current or

future legislation, unless there is question of intention or deliberate recklessness by the supplier.

## **Liability**

12. The supplier accepts no liability whatsoever for possible damage, unless the damage is the direct consequence of intention or deliberate recklessness by the supplier. In case it is judged that the supplier is not entitled to appealing to the preceding, it applies that the supplier is only liable towards the customer for compensation of damage up to the invoice amount.

## **Copyright**

13. As long as the work is not delivered or not yet paid in full, all rights remain with the supplier.

14. The supplier of texts and other works in the sense of the Auteurswet (Dutch copyright law) grants upon deliverance an exclusive licence for the one-time right of publication, exclusively for the agreed upon use. Republication in the agreed upon medium, publication in any other medium and any other use than agreed upon is not allowed without the explicit written approval of the supplier. The supplier may ask compensation for the approval.

15. After the exclusive granting of the licence as referred to in article 14, the supplier retains his copyright powers.

16. Regarding works protected by copyright, name mentioning is obligatory, unless overriding objections against that exist in the execution. The customer has to inform the supplier of these objections while granting the commission, and the supplier has to accept these objections. The fact that name mentioning is unusual in a certain circumstance is not an overriding objection. The supplier may demand that his name will not be mentioned, or that a pseudonym will be used.

17. Upon radical alteration of the delivered text that does not receive the approval of the supplier, he can, by virtue of the Auteurswet (Dutch copyright law) suppress publication of his text. In that case, the customer is obliged to paying the work that has been performed up to that point. If this situation leads to interim termination of the agreement, the customer is obliged to pay compensation for the unperformed part of the commission.

18. Regarding work protected by copyright that is delivered to the government, the customer, upon publication, should always make the copyright reservation as referred to in article 15b of the Auteurswet (Dutch copyright law). Under application of this article are covered both publication by and in the name of the government.

19. The terms of articles 13 up until article 18 also apply to texts that the supplier obtains from third parties. The supplier guarantees the customer that he is authorized to aforementioned use.

## **Payment**

20. For long-term or sizeable commissions, the supplier may wish for payment in instalments. The obligation of payment also applies if the customer does not use the supplied texts. The term of payment is thirty days after the invoice date. On payments later than thirty days after the invoice date, the legal interest is owed from the date that is thirty days after the invoice date. No separate proof of default is necessary for this. Both extrajudicial and judicial collection costs, made in connection with late payments, are for the customer's expense. The extrajudicial costs are stated to be at least 15 percent of the invoice amount, with a minimum of 200 Euros.

### **Disputes**

21. On every contract between the supplier and the customer, Dutch law is applicable. In case of disputes, following from this contract or contracts that expand upon it, parties will initially attempt to settle these. If it has proven impossible to settle a dispute as aforementioned, that dispute will be settled by an authorized judge in the supplier's district.