

## **GENERAL TERMS AND CONDITIONS Technical English Services**

**E-mail: [info@teservices.nl](mailto:info@teservices.nl)**

**Website: [www.teservices.nl](http://www.teservices.nl)**

### **Definitions**

1. Technical English Services: established in Deventer, Chamber of Commerce no. 95362193.
2. Customer: the party which Technical English Services has entered into an agreement with.
3. Parties: Technical English Services and customer together.

### **Applicability**

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Technical English Services.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

### **Offers and quotations**

1. Offers and quotations from Technical English Services are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 1 month from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

### **Acceptance**

1. Upon acceptance of a quotation or offer without engagement, Technical English Services reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Technical English Services after the customer has confirmed this in writing (or electronically).

### **Prices**

1. All prices used by Technical English Services are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Technical English Services is entitled to adjust all prices for its services, shown in its brochures, on its website or otherwise, at any time.
3. The parties agree on a total price for a service provided by Technical English Services. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Technical English Services is entitled to deviate up to 10% of the target price.
5. If the target price exceeds 10%, Technical English Services must let the customer know in due time why a higher price is justified.
6. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.

7. Technical English Services has the right to adjust prices annually.
8. Technical English Services will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
9. The consumer has the right to terminate the contract with Technical English Services if he does not agree with the price increase.

### **Payments and payment term**

1. Technical English Services may, at the conclusion of the agreement, require a down payment of up to 50% of the agreed amount.
2. The customer must have paid the full amount within 1 month, after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the customer has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Technical English Services having to send the customer a reminder or to put him in default.
4. Technical English Services reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

### **Consequences of late payment**

1. If the customer does not pay within the agreed term, Technical English Services is entitled to charge an interest per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Technical English Services.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Technical English Services may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Technical English Services on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Technical English Services, he is still obliged to pay the agreed price to Technical English Services.

### **Right of withdrawal**

1. A customer may cancel an agreement in writing, by sending a message to [info@teservices.nl](mailto:info@teservices.nl).
2. It is the responsibility of the customer to ensure that Technical English Services receives such cancellation notification in good time.
3. Technical English Services reserves the right to charge for the time that has already been invested in (partially) fulfilling the agreement.

### **Suspension of obligations by the customer**

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

### **Settlement**

The customer waives his right to settle any debt to Technical English Services with any claim on Technical English Services.

### **Insurance**

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
  - goods delivered that are necessary for the execution of the underlying agreement

- goods being property of Technical English Services that are present at the premises of the customer
  - goods that have been delivered under retention of title
2. At the first request of Technical English Services, the customer provides the policy for these insurances for inspection.

### **Guarantee**

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Technical English Services, not obligations of results.

### **Performance of the agreement**

1. Technical English Services shall execute the agreement to the best of its professional knowledge and ability and in accordance with the requirements of good workmanship.
2. Technical English Services has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Technical English Services can start the implementation of the agreement on time.
5. If the customer has not ensured that Technical English Services can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.
6. Technical English Services will provide the customer with a draft text for review.
7. The customer should provide comments and feedback to the draft text within a working week.
8. Technical English Services will subsequently update the wording and revert with a final text.
9. This final text should be examined by the customer as soon as possible for possible shortcomings.

### **Duty to inform by the customer**

1. The customer shall make available to Technical English Services all information, data and documents as well as 'interview access' relevant to the correct execution of the agreement in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Technical English Services will return the relevant documents and delete digital copies.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Technical English Services and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

### **Intellectual property**

1. Technical English Services retains all intellectual property rights (including copyright and design rights, etc.) on all writings, drawings, data carriers or other information, etc., unless parties have agreed otherwise in writing.

### **Indemnity**

The customer indemnifies Technical English Services against all third-party claims that are related to the products and/or services supplied by Technical English Services.

### **Complaints**

1. If the delivered text does not comply with what the customer could reasonably expect from the agreement, the customer must inform Technical English Services of this as soon as possible, but in any case within 1 month after receipt of the final text.

2. The customer gives a detailed description as possible of the shortcomings, so that Technical English Services is able to respond adequately.
3. The customer must demonstrate that the complaint relates to an agreement between the parties.
4. If a complaint relates to ongoing work, this can in any case not lead to Technical English Services being forced to perform other work than has been agreed.

### **Joint and several Client liabilities**

If Technical English Services enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Technical English Services under that agreement.

### **Liability of Technical English Services**

1. Technical English Services is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Technical English Services is liable for any damage, it is only liable for direct damages that result from or are related to the execution of an agreement.
3. Technical English Services is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Technical English Services is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.

### **Expiry period**

Every right of the customer to compensation from Technical English Services shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

### **Dissolution**

1. The customer has the right to dissolve the agreement if Technical English Services imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Technical English Services is not permanent or temporarily impossible, dissolution can only take place after Technical English Services is in default.
3. Technical English Services has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Technical English Services good grounds to fear that the customer will not be able to fulfill his obligations properly.

### **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Technical English Services in the fulfillment of any obligation to the customer cannot be attributed to Technical English Services in any situation independent of the will of Technical English Services, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Technical English Services .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.

3. If a situation of force majeure arises as a result of which Technical English Services cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Technical English Services can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Technical English Services does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

### **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

### **Changes in the general terms and conditions**

1. Technical English Services is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Technical English Services with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

### **Transfer of rights**

1. The customer cannot transfer its rights deriving from an agreement with Technical English Services to third parties without the prior written consent of Technical English Services.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

### **Consequences of nullity or annulability**

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Technical English Services had in mind when drafting the conditions on that issue.

### **Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Technical English Services is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

### **Attribution**

These terms and conditions were created using a document from [Rocket Lawyer](https://www.rocketlawyer.com/nl/nl) (https://www.rocketlawyer.com/nl/nl) and subsequently edited by Technical English Services..

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