

General

- I. These conditions apply to every offer, assignment and agreement between De Taalstudio and the Customer. Conditions and limitations of the Customer which conflict with these conditions can only be invoked against De Taalstudio if and insofar as they are expressly accepted and agreed to in writing by De Taalstudio.
- II. General terms and conditions that the Customer has (if any) are not applicable to agreements with De Taalstudio.
- III. Offers made by De Taalstudio have a period of validity of 30 days beginning on the date appearing on the offer; after these thirty days the offer expires.
- IV. An agreement with De Taalstudio is entered into by the Customer, even if the Customer is acting on behalf of his/her client, by way of a written confirmation of the assignment from the Customer. In case of a request via Internet, an agreement with the Customer is entered into when the Taalstudio confirms by e-mail the digital request from the Customer.
- V. Changes and additions to any provision in an agreement and/or the terms and conditions can only be agreed upon in writing.
- VI. The Taalstudio is authorised at all times to decline an assignment without giving further reasons. Any payments that may already have been received will then be refunded.

Execution

- VII. De Taalstudio will not begin the agreed-upon activities until it receives a signed assignment (confirmation) from the Customer and all materials/documents connected to the assignment. In case of a request via Internet, the activities will be commenced after receipt of the complete digital request and payment of the agreed-upon advance payment.
- VIII. The Customer is responsible for furnishing De Taalstudio with all information, of which De Taalstudio indicates that it is necessary or of which the Customer reasonably ought to understand that it is necessary to fulfilling the assignment, in a timely manner. The Taalstudio will not be liable for errors due to incorrectly provided information.
- IX. If the information necessary to the fulfilment of the assignment is not provided in a timely manner, or if supplementary and/or new information is provided after the assignment is completed, De Taalstudio has the right to suspend execution of the activities and/or charge the Customer the usual rates for the extra expenses resulting from the delay and/or supplementary information. De Taalstudio will not be able to bill extra charges if the missing supplementary information results from circumstances that can be considered the fault of De Taalstudio.
- X. De Taalstudio will fulfil the assignment in the best way that it sees fit and to the best of its ability and according to the requirements of good and effective specialist workmanship.

Liability

- XI. De Taalstudio is not liable for damage of any kind whatsoever, if it is the result of the Customer providing incorrect or incomplete information.
- XII. The maximum liability – for any damage caused by deficient performance on the part of De Taalstudio – shall be limited to the amount agreed upon for fulfilment of the assignment, unless the damage is the result of intent or gross negligence on the part of De Taalstudio.
- XIII. De Taalstudio is not bound to compensate direct or indirect damage, including consequential damage or lost profits, that is caused by the incompleteness and/or inferiority of the services rendered, or otherwise by untimely fulfilment of an assignment, unless the damage is the result of intent or gross negligence on the part of De Taalstudio.
- XIV. The Customer shall indemnify De Taalstudio against all claims of third parties resulting from or connected with the agreement.
- XV. If a deadline for fulfilment is agreed upon, then that is never a deadline for automatic default. If the deadline has passed, therefore, the Customer must send De Taalstudio a default notice in writing by registered post.

Confidentiality

- XVI. De Taalstudio is entitled to engage third parties in carrying out the assignment. The Customer is not entitled to have contact with the third party in question; all correspondence shall be conducted via De Taalstudio.

- XVII. The Customer is not entitled to reproduce the results of the assignment (or have them reproduced), to publicise them (or have them publicised), to distribute them (or have them distributed) and/or to make them (or have them made) accessible to third parties, unless such use has a direct connection with the case to which the results of the assignment are related.
- XVIII. De Taalstudio is entitled to use results of the assignment for purposes of, among other things, academic research into language analysis for determination of origin and publications about it. In so doing, De Taalstudio and the third parties engaged by De Taalstudio to fulfil the assignment are at all times bound to keep all personal information connected to the assignment (or otherwise information that can be traced to a particular person) strictly confidential.

Force majeure

- XIX. In case of force majeure, De Taalstudio is not bound to performance of any obligation, if it is hindered from doing so as a result of a circumstance that cannot be blamed on fault, and which is not its responsibility pursuant to statutory law, a juridical act or generally accepted views. In case of force majeure, De Taalstudio has the right to suspend fulfilment or otherwise to entirely or partially annul the agreement. In that case, the Customer will not be able to lodge a claim for damages against De Taalstudio. Under force majeure in these terms and conditions should be understood not only that which is provided for in statutory law and case law, but also all external causes, whether foreseen or unforeseen, on which De Taalstudio cannot exercise any influence, but due to which De Taalstudio is incapable of performance of its obligations. The parties can suspend the obligations from the agreement during the period that the force majeure continues to pertain. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without obligation to compensate the damage to the other party.

Payment

- XX. De Taalstudio is entitled, to bill the costs for its activities for the assignment to perform a contra-expertise, if these can be divided into phases, separately by phase.
- XXI. De Taalstudio is entitled to, before performing (further) activities, send a bill for an advance that must be paid immediately.
- XXII. All payments must be made within 14 days after receipt of the invoice in question from De Taalstudio. In case of untimely or incomplete payment, De Taalstudio retains the right to suspend the execution of other activities. If the Customer pays the invoices sent in an untimely manner or incompletely, the Customer will owe statutory interest as of the past-due date (in accordance with article 6:119a of the Netherlands Civil Code) on the amount that has not been paid or has not been paid on time. Any judicial and extra-judicial (collection) costs will be owed by the Customer.

Applicability

- XXIII. If a provision from the agreement and/or the general terms and conditions is revealed to be void, this does not affect the validity of the agreement/general terms and conditions as a whole. The parties will establish (a) new provision(s) as a replacement, by means of which form will be given to the intention of the original agreement/general terms and conditions to as great an extent as is legally possible.
- XXIV. De Taalstudio is entitled to change the provisions of these general terms and conditions.
- XXV. Netherlands law, as well as the Terms and Conditions in force at the moment the agreement is/was made, are applicable to every agreement between De Taalstudio and the Customer. The parties shall not take any dispute to court until they have made their best effort to resolve the dispute in mutual consultation.
- XXVI. These terms and conditions have been deposited at the Chamber of Commerce in Amsterdam under number 37108811.