



Demon Text

TERMS OF DELIVERY AND PAYMENT

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- 1 - General
- a These terms apply to all activities and every agreement between Demon Text and the client to which Demon Text has declared these terms applicable, unless both parties explicitly and in writing have agreed to deviate from these terms.
 - b These terms are also applicable to all agreements when it is necessary to involve a third party for the realization of the assignment.
- 2 - Tender and agreement realization
- a All tenders and quotations of Demon Text are free of engagement and stand for 14 days, unless explicitly agreed otherwise.
 - b If client provides Demon Text with data, Demon Text may assume that the data is correct and the tender will be based on this. Demon Text is not liable for any damage which is caused due to mistakes in texts provided by client.
 - c The agreement is established as soon as client accepts in writing the tender of Demon Text. If no tender is produced, the agreement is established when Demon Text confirms in writing the assignment that is rendered by the client. If the assignment is a translation job and Demon Text was not able to inspect the full text for the purpose of the tender within five working days, Demon Text is allowed to still recall the agreed quotation and prescribed terms after the acceptance by the client of the tender.
 - d To extra activities that are not mentioned in the accepted tender and/or confirmation in writing, an additional price applies.
- 3 - Price
- All prices that are mentioned in tenders and quotations, are are quoted exclusive of purchase tax, travelling expenses, as well as all remaining costs and advances.
- 4 - Secrecy
- Demon Text commits itself to observe secrecy of all data of the client of which is known or plausible that they are confidential. This secrecy also applies after termination of the assignment.
- 5 - Draft and once-only revision
- The tender or quotation of Demon Text refers in principle to a once-only revision of the (translated) text after consultation with the client. More revisions or changes of the original assignment are not included in the offered price and are being charged separately. It is possible to deviate explicitly from this condition in a tender.
- 6 - Changes and assignment cancellation
- a For every change in the assignment a permission in writing of Demon Text is required. If Demon Text gives permission for change, Demon Text is authorized to adjust the price. When Demon Text does not agree with the change, the original assignment between parties remains applicable.
 - b If the client changes, postpones or cancels his assignment, whether or not as a result of changed circumstances, Demon Text is not obliged to supply work that is not yet ready. However, Demon Text has the right to payment for the executed work and to a compensation for the not executed part of the assignment.



Demon Text

- 7 - Assignment realization
- a Demon Text commits itself to the delivery of qualitatively good work in accordance with the briefing. Demon Text delivers text in proper Dutch and according to the standard spelling.
 - b The client makes sure that all data, of which Demon Text specifies that these are necessarily or of which the client should reasonably understand that these are necessarily for the realization of the agreement, are being provided to Demon Text on time. If the data required for the realization of the agreement are not delivered on time to Demon Text, Demon Text has the right to postpone the realization of the agreement and/or to charge the extra costs arising from the delay according to the usual rates to the client.
 - c Demon Text does not guarantee the correctness of the data provided by the client to Demon Text and does not accept any liability for any loss, in any shape, manner or form, if Demon Text used started from incorrect or incomplete data provided by the client, even if they were provided in good faith.
- 8 - Deadline and time of delivery
- a The agreed delivery date is a target term, unless explicitly stated otherwise in writing. Demon Text is obliged to, as soon as it becomes clear that timely delivery is not possible, inform the client of this forthwith.
 - b In case of liable exceeding of the promised term the client is authorized, if it is in reasonableness not possible to wait any longer for the realization, to unilateral annulment of the agreement. Demon Text is in that case not liable to any compensation.
 - c The assignment is considered to be delivered, when the client has approved of or accepted the result, or if there are at most eight days gone by after Demon Text has indicated to the client that the assignment is completed, and the client has failed to approve of or accept the assignment within that term.
- 9 - Intellectual property
- a In case of an assignment for delivery of text Demon Text assigns the publication right once-only and exclusively for the agreed use. In case of any other use a supplementary agreement must be entered into. The copyright remains in possession of Demon Text, unless the client explicitly has redeemed the copyright. This term does not apply for translated text.
 - b In case of copyrighted work mention of name is compulsory, unless there are in the realization weighty objections against. These objections must be announced to Demon Text at the assignment granting and Demon Text has agreed to this. This term applies for text written by Demon Text, as well as text translated by Demon Text.
 - c In case of radical changes of the text delivered that do not find favour in the eyes of Demon Text, Demon Text can forbid the use of its text on the basis of the law of copyright. In that case client is obliged to pay the work that has been done so far. If this situation leads to premature termination of the agreement, the client is obliged to a compensation for the part of the assignment that has not yet been performed.
 - d The client protects Demon Text against claims of third parties due to alleged violation on rights of ownership, patent law and copyright or other intellectual rights of ownership in in connection with the performance of the agreement.



Demon Text

- 10 - Annulment If the client does not, not adequate or not on time comply with any obligation from the with Demon Text agreed agreement, as well as in case of bankruptcy, suspension of payment or being under legal restraint of the client or closing down or liquidation of the business of the client, Demon Text is authorized to annul the agreement wholly or partly, or to postpone the (further) performace of the agreement. Furthermore, Demon Text is authorized in that cases to immediately demand settlement of the amount due.
- 11 - Force majeure In case of force majeure on the side of Demon Text, this will be immediately passed on to the client. After receipt of this notification the client has the right for eight days to cancel the assignment in writing. However, this is subject to the obligation to purchase with Demon Text and to compensate the performed part of the assignment. Force majeure means the circumstances Demon Text at the accepting of the assignment did not have to consider and of which Demon Text had no knowledge of.
- 12 - Claims and complaints
- a Claims and complaints must be done in writing and as soon as possible, but not later than 48 hours after discovery, or - in case of not visible shortcomings - within 48 hours after the shortcomings reasonably could be established.
 - b If the complaint is valid, Demon Text will improve or replace the delivery within reasonable time or, if this cannot be asked by Demon Text or client, grant a reduction in price.
 - c The right on claims of the client expires when the client has adapted the delivery and subsequently has delivered to a third party.
 - d Demands and pleas, based on the position that Demon Text in any way should have failed in its duties, become prescribed by lapse of one year after the closing of the assignment to which they relate.
- 13 - Liability
- a Demon Text is only liable for suffered loss by client, that is directly and exclusively the consequence of a shortcoming that can be imputed to Demon Text, provided that only loss against which Demon Text is insured, can be eligible for compensation, or reasonably should have been insured considering the customs applicable in the branch. In addition the following restrictions must be observed.
 - b Loss of profits, any consequential loss, loss of income and the like, arised by whatever cause, are not eligible for compensation.
 - c Demon Text never is liable for loss caused by intent or gross guilt of third parties.
 - d The loss compensated by Demon Text will be moderated if the price to be paid by client is small is in in proportion to the size of the loss suffered by client. The compensation by Demon Text is at any time restricted to at the most twice the contract price.
 - e If the insurer of Demon Text for whatever reason will not start payment, the liability of Demon Text will be at any time restricted to at the most twice the contract price.



Demon Text

- 14 - Terms of payment
- a Unless otherwise agreed, the term of payment of the invoice is 30 days after invoice date.
 - b The right of client to balance his claim against Demon Text is explicitly excluded, unless Demon Text gets in a state of bankruptcy. The full claim of payment is immediately due if:
 - a term of payment is exceeded;
 - the client is bankrupt or in suspension of payment;
 - the client as partnership is being annuled or liquidated;
 - the client as natural person is under legal restraint or deceases.
 - c In case of business transactions the client is due penalty interest from 30 days after the invoice is received. If the invoice already has been send before Demon Text has delivered the service, then a term of 30 days after the receipt of the service applies. In case of arrears of payment the penalty interest will come into force by right without the need of a reminder/proof of default.
 - d The penalty interest amount to 7% plus the interest of the European Central Bank.
 - e When payment did not take place within the agreed term, the client is indebted to Demon Text all non-legal collection expenses. These costs are charged as follows:
 - on the first € 3.000: 15%
 - on the surplus up to € 6.000: 10%
 - on the surplus up to € 15.000: 8%
 - on the surplus up to € 60.000: 5%
 - on the surplus from € 60.000: 3%If the actual non-legal expenses exceed the calculation above, the actual costs made by Demon Text are payable.
 - f If Demon Text is put in the right in a judicial procedure, all costs that Demon Text had to make concerning this procedure, will be paid by the client.
- 15 - Applicable law and competent court
- a On any agreement between Demon Text and the client Dutch law is applicable.
 - b All disputes about these terms are subject to the judgement of the competent Dutch court.