



GENERAL TERMS AND CONDITIONS – Version 1.0/2026

Article 1 - Applicability of the terms and conditions

- 1) These terms of business shall apply to all transactions and agreements between EquineCopy (hereinafter: EquineCopy) and the principal, in respect of which EquineCopy has declared these terms and conditions to be applicable, to the exclusion of the principal's terms of business unless the translator has agreed in writing that they shall apply.
- 2) These terms and conditions shall also apply to all agreements with EquineCopy, the execution of which may require the involvement of third parties.

Article 2 – Quotations; entering into an agreement

- 1) All quotations and cost estimates shall be without obligation.
- 2) All quotations are valid for 60 days unless stated otherwise in the quotation.
- 3) The contract shall take effect on the acceptance in writing by the principal of the quotation submitted by EquineCopy, or - should no quotation have been submitted - by the confirmation in writing by EquineCopy of a commission granted him by the principal. In the event of EquineCopy being unable to examine the complete text within five working days before submitting the quotation EquineCopy may however retract the cost estimate and lead times EquineCopy has quoted after the principal has accepted the quotation.
- 4) EquineCopy may consider her principal to be the person who has commissioned the work, unless the said person has clearly stated that he is acting on behalf of, on the orders of and on the account of a third party and providing the name and address of the said third party are concurrently submitted to EquineCopy.

Article 3 - Alteration/withdrawal of commission

- 1) If, after the contract has been concluded, the principal makes any alteration other than minor changes to the original commission, EquineCopy shall be entitled to adapt the lead time and/or remuneration or to reject the commission.
- 2) In the event of a commission being withdrawn by the principal he shall be liable for payment of that part of the commission that has already been executed and for payment on the basis of a fee per hour for research that has been undertaken with respect to the remainder of the commission.
- 3) Should EquineCopy have reserved time for the execution of the commission and not be able to use this time for other work, the principal shall pay EquineCopy 50% of fee covering the portion of the commission that has not been executed.

Article 4 - Execution of commissions, confidentiality

- 1) EquineCopy shall commit herself to executing the commission to the best of her ability, thereby employing sound professional knowledge and skills, with due regard to the purpose specified by the principal.
- 2) EquineCopy shall treat all information entrusted to her by the principal with the strictest confidence. EquineCopy shall require her employees to observe the strictest confidence. Should an employee breach the said confidence, EquineCopy shall not, however, be held liable if she can demonstrate that it was not in her power to prevent such disclosure.
- 3) Unless it has been expressly stipulated to the contrary, EquineCopy shall be entitled to have the commission (partly) executed by a third party, without prejudice to her responsibility for the observance of confidentiality and for the quality of execution of the commission. EquineCopy shall require the said third party to observe the strictest confidence.
- 4) On request, the principal shall provide EquineCopy with information regarding the contents of the text to be translated, including documentation, reference material and terminology. Dispatch of the documents concerned shall be at the principal's risk and expense.



- 5) EquineCopy shall not be held responsible for the accuracy of information supplied to her by the principal and shall on no account accept liability for damage of any kind if EquineCopy has operated from inaccurate or incomplete information supplied to her by the principal, even if such information was supplied to her in good faith.

Article 5 - Intellectual Property

- 1) Unless it is expressly stated in writing to the contrary, EquineCopy shall retain the copyright on translations and other texts executed by her.
- 2) The principal shall indemnify EquineCopy from any claim by a third party regarding alleged breach of rights of ownership, patent, authors' copyright or other intellectual property in connection with the execution of the commission.

Article 6 - Rescission

- 1) In the event of the principal failing to honour his commitments, or in the case of bankruptcy, moratorium, receivership or liquidation of the principal's business, EquineCopy shall be entitled wholly or partially to rescind the contract or to delay the execution of the commission, such action never rendering her liable for any claim for damages. She may then demand immediate payment of remuneration due to her.

Article 7 - Complaints and disputes

- 1) The principal shall report complaints concerning the work delivered by EquineCopy as soon as possible and inform her in writing of his dissatisfaction within 10 (ten) working days after acceptance. The reporting of a complaint shall in no way relieve the principal of his obligation to pay for the work delivered. Complaints received after the aforementioned period are void.
- 2) If the principal and EquineCopy cannot reach agreement concerning the complaint within a reasonable period of time, the two parties may lay the complaint before the Disputes and Disciplinary Committee of the NGTV within two months after such situation has arisen. Settlement of the dispute shall in that case take place in accordance with the arbitration code of the NGTV.
- 3) Should the complaint be well-founded, EquineCopy shall improve or replace the delivered work within a reasonable period of time, or - if EquineCopy cannot reasonably comply with the request for improvement - agree to a reduction in the fee.
- 4) The principal's right to make a claim shall cease if he has revised - or has caused to be revised - the work as delivered and has subsequently passed it on to a third party.
- 5) Any damages that the customer has suffered as a result of EquineCopy incorrect execution of the order shall not exceed the amount of the disputed invoice.

Article 8 - Lead time, delivery

- 1) The agreed lead time shall be an estimated time, unless expressly stipulated otherwise. As soon as it becomes apparent to EquineCopy that the agreed delivery time is not feasible, she shall be bound to inform the principal immediately.
- 2) Should EquineCopy be accountable for the delay in delivery, the principal shall be entitled – if it is unreasonable for him to wait any longer - to rescind the contract unilaterally. In this event EquineCopy shall not be entitled to any compensation.
- 3) Delivery shall be considered to have taken place at the moment of delivery by hand, dispatch by normal postal service, fax, telex, courier, modem. The associated costs shall be borne by the customer. Delivery of documents via electronic post shall be considered to have taken place when the medium has confirmed the dispatch.



Article 9 - Fees and payment

- 1) EquineCopy fee is in principle based on a word tariff. For work other than translation a fee based on an hourly rate will in principle be charged. EquineCopy may, in addition to her fee, declare the expenses incurred in executing the commission.
- 2) All sums shall be stated excluding value-added tax (BTW), unless it has been expressly stated to the contrary.
- 3) Invoices should be settled at the latest date 30 (thirty) days after the date of the invoice in the currency in which the invoice is drawn up. Should the payment not be made within the period specified, the principal shall immediately, without further notification, be in default, in which case the principal shall be liable for the statutory interest from the date of default to the moment of full settlement. Unpaid invoices will be subject to a 30% service charge (with a minimum of 50.00 euros) per reminder without any prior notification. Private clients must pay the invoice prior to the delivery of the translation.
- 4) In case of extrajudicial collection costs, the collection rate of the collection agency plus default interest shall apply.

Article 10 - Liability and indemnity

- 1) EquineCopy shall be responsible solely for damage that is the direct and demonstrable result of a shortcoming for which EquineCopy can be held accountable. EquineCopy shall never be liable for any other form of damage such as consequential loss, loss due to delay or loss of income or profits. The liability shall in every case be limited to a sum equal to the invoice value excluding value-added tax (BTW) of the commission concerned.
- 2) Ambiguity in the text to be translated indemnifies EquineCopy from any liability.
- 3) Judgment as to whether the text to be translated, or the translated text, contains certain risks of bodily harm or injury shall be the sole responsibility and liability of the principal.
- 4) EquineCopy shall not be held responsible for damage to or the loss of documents, information or information carriers placed at her disposal for the purpose of executing the commission. Nor shall EquineCopy be held liable for damage arising from the use of information technology or modern means of telecommunication.
- 5) EquineCopy liability shall be limited to a maximum of 5,000 (five thousand) euros in each case.
- 6) The principal shall be bound to indemnify EquineCopy from all claims from third parties arising from the utilization of the work delivered, excepting the liability of EquineCopy that may exist on the grounds of the provisions of this article.

Article 11 - Force Majeure

- 1) In the present terms and conditions, force majeure shall be understood, in addition to the legal definition and interpretation of the term, to include all exterior causes, whether anticipated or not, over which EquineCopy cannot exercise any control, but which prevent EquineCopy from being able to meet her commitments. Such circumstances shall in any case include - but not exclusively - fire, accident, illness, industrial action, rebellion, war, governmental measures or hindrance or restriction of transport.
- 2) During the period covered by force majeure EquineCopy commitments shall be suspended. Should the period within which force majeure prevents EquineCopy from meeting her commitments exceed two months, either party shall be empowered to rescind the agreement; no obligation of indemnity shall in such case arise. If the principal is the consumer, the empowerment to rescind shall only apply in so far as such empowerment is enforceable by law.
- 3) If, at the time of the commencement of force majeure EquineCopy has partially met her commitments, or can only partially meet her commitments, EquineCopy shall be entitled to draw up a separate invoice covering the work executed and the principal shall be bound to pay the said invoice as though it applied to a separate agreement.



Article 12 - Legal system applicable

- 1) The law of the Netherlands shall be applicable to all legally binding transactions between the principal and EquineCopy.
- 2) Any dispute shall be subject to the judgment of the officially appointed Netherlands judge.

Article 13 - Deposit and registration

- 1) The Dutch version of these revised terms of business was deposited at the Dutch Chamber of Commerce in 2021, under registration number 28114298.
- 2) EquineCopy is registered at the Dutch Chamber of Commerce under registration number 28114298.

