

General Terms and Conditions* of LMC English Communications (2012)

Located in Weert, kamer van koophandel 14108651

*In the event of any discrepancies or ambiguity between the original Dutch version of these Terms and Conditions and this translation, the Dutch text shall prevail.

1. These terms and conditions apply to all the services of LMC English Communications, hereafter referred to as LMC. The contents of these general terms and conditions can only be changed by LMC in writing.
2. All offers from LMC are without obligation. Lead times given by LMC are to be considered as estimated times and are never to be considered as fixed deadlines. The successful execution of your assignment depends on your full and timely cooperation, whereby you supply all the required information and facilities needed by LMC within the time required.
3. All prices from LMC are net prices, excluding VAT and/or other third-party taxes. Payment must be made within 14 days after the invoice date, unless otherwise agreed. Discounts, netting, or right of suspension cannot be applied. Should payment not be made within the specified time period, you will be liable for both an interest rate of 1% of the invoice amount per month from the invoice due date and for collection costs of 15% of the amount owed by you to LMC with a minimum of €100.00.

Where the assignment is being provided in stages and/or over a period of time of more than 60 days, LMC reserves the right to invoice you upon completion of each stage of the assignment, or at monthly intervals.

4. If you alter the original assignment after the agreement has been accepted, LMC is entitled to adapt her prices and lead times or to reject the assignment, in which case you will be liable to pay for any part of the assignment that has already been executed, including research.

Also, if you cancel an assignment, you will be liable to pay for any part of the assignment that has already been executed, including research, with a minimum payment of 50% of the assignment value.

5. LMC has the right to fulfil the assignment through the use of third parties, but LMC shall remain the person responsible for conforming to these general terms and conditions.
6. LMC is never responsible for the consequences arising from inaccurate, incomplete or ambiguous information supplied by you, or in your name, to LMC, nor is LMC responsible for the consequences arising from the (too) late supply of information. LMC must be able to carry out the assignment using the given information, without the need to carry out research herself, unless this has been expressly requested and agreed.

Judgement as to whether the text to be translated/corrected, or the translated/corrected text, contains certain risks of bodily harm or injury shall be your sole responsibility and liability.

LMC is never responsible for any indirect damage and/or damage to the company and/or loss due to delay and/or consequential loss, including the loss of profits/earnings.

Any liability of LMC for direct damage is limited to the invoice value, excluding VAT, of the commitment of LMC, from which the damage resulted, with an absolute maximum of €5,000.00.

You indemnify LMC from all claims from third parties on account of (claimed) violation of author's rights or other rights from third parties.

This article does not apply if the damage is the consequence of an intentional error or gross negligence by the person in charge of LMC.

7. Any applicable author's rights from the translation/correction performed by LMC will only be transferred to you after you have fulfilled all your obligations to LMC with regard to the assignment concerned.
8. All external causes which prevent LMC from being able to meet her commitments will be considered as force majeure. Such circumstances shall in any case include, but are not limited to, sickness of the person in charge of LMC, industrial action, problems with equipment or delivery of services, governmental measures, supplier negligence, and/or other circumstances over which LMC does or did not have control.

In this case, LMC has the right to decide to either suspend or terminate her commitments. If your assignment is terminated, you will be liable to pay for any work that has already been carried out. LMC is not liable for any damage arising from either a termination or a suspension.

9. You must check the text when you receive it. Any complaints must be reported as soon as possible, and within a maximum of 10 working days after delivery of the text. Your right to make a claim shall cease 10 working days after delivery. In all cases complaints must be made in writing and must give LMC the opportunity to evaluate the complaint and to correct the problem, if necessary. By a well-founded complaint LMC is never obliged to do anything more than correct the translation/correction of the text concerned.
10. The law of the Netherlands is applicable to all agreements made with LMC. Any dispute shall be subject to the judgement of the law court in Roermond, the Netherlands, without prejudice to the authority of LMC to bring the dispute before a judge who would normally have jurisdiction.