

# General terms and conditions

## PlainText

### Article 1 - Applicability of the General Terms and Conditions

1.1 These Terms and Conditions, hereinafter referred to as the "Conditions", shall apply to all offers made and all agreements concluded between PlainText, and a Client, to which *PLAINTEXT* has declared these Conditions applicable. Any applicability of the Conditions of the Client is explicitly rejected, unless otherwise agreed in writing.

1.2 The present Conditions will also apply to all agreements concluded with *PLAINTEXT* for the performance of which the involvement of third parties is needed.

### Article 2 - Quotations, formation of the Agreement

2.1 All offers and price quotations issued by *PLAINTEXT* are made without any obligation.

2.2 The agreement will be effectuated upon the written acceptance by the Client of the offer made by *PLAINTEXT* or by the written confirmation by *PLAINTEXT* of a commission provided by the client. Correspondence per email will be considered to constitute written correspondence. *PLAINTEXT* may, however, withdraw its quotation and the dates given, if *PLAINTEXT* has not been able to review the full specification of the work required before the offer was accepted by the Client. All price quotations and offers are exclusive of VAT unless explicitly stipulated otherwise.

2.3 *PLAINTEXT* may regard as its Client, the person who has commissioned PlainText, unless this Client has specifically indicated that it is acting upon the instructions, in the name or for the account of a third party, always provided that this third party's name and address were concurrently given to PlainText.

2.4 *PLAINTEXT* deems the person who concludes the agreement with *PLAINTEXT* authorised to do so.

### Article 3 - Changes to/withdrawal of commissions

3.1 If, after formation of the agreement, the Client makes major changes in the text, *PLAINTEXT* is entitled to consider each addition and/or change made after the commission was granted to be a separate commission and will treat it as such.

3.2 Any changes as regards the performance of the commission proposed by the Client after the commission has been given, must be brought to the attention of *PLAINTEXT* in writing and in due time. If such changes are communicated orally or by telephone, the risk attendant upon the implementation of the changes will be subsequently for the account of the Client.

3.3 If the Client withdraws the commission, he will be indebted to pay for that part of the commission already completed and to remunerate *PLAINTEXT* on the basis of an hourly rate for any research work already carried out.

3.4 If *PLAINTEXT* has reserved time for the performance of the commission and this time cannot be used for the purpose of other paid commissions, the Client will be liable to pay *PLAINTEXT* a compensation at 50% of the fee for hours not profitably used.

### Article 4 - Performance of the contract, professional secrecy

4.1 *PLAINTEXT* is obliged to carry out the commission to the best of its ability and with fair knowledge of the subject and purpose specified by the Client. *PLAINTEXT* will treat all the information made available by the Client with due professional confidentiality.

4.2 Unless expressly agreed otherwise, *PLAINTEXT* is also entitled to have the commission carried out by a third party, without prejudice to this party's responsibility to observe due professional secrecy and perform the commission with due expertise. *PLAINTEXT* will obligate said third party to observe full professional secrecy.

4.3 As and when requested, the Client will provide information of practical significance about the text to be prepared as well as any other documentation and terminology. Said documents will always be sent at the expense and risk of the Client.

4.4 *PLAINTEXT* cannot vouch for the correctness of the information provided by the Client to *PLAINTEXT* and it does not accept any liability for damage, of whatever nature, if it should prove that the information provided to *PLAINTEXT* by the Client was incorrect or incomplete, even if such information was provided in good faith.

4.5 If, upon completion, the commission needs correcting or revising, *PLAINTEXT* must always be given the opportunity to make these corrections.

#### **Article 5 - Intellectual property**

5.1 Unless otherwise agreed in writing, *PLAINTEXT* will retain the copyright of all texts produced by it.

5.2 The Client will indemnify *PLAINTEXT* against all claims brought by third parties due to an alleged infringement of any property, patent, copy or other intellectual property right associated with the performance of the agreement.

#### **Article 6 – Dissolution**

6.1 If the Client fails to fulfil his obligations, and also in the event of the involuntary liquidation, suspension of payments or liquidation of the company of the Client, *PLAINTEXT* is entitled to dissolve the agreement in whole or in part, or to suspend performance thereof without any obligation to pay compensation. *PLAINTEXT* is then entitled to demand immediate payment of the amount due.

#### **Article 7 - Complaints and Disputes**

7.1 The Client must notify *PLAINTEXT* about any complaints relating to the work as soon as possible and in writing, and within ten working days after delivery. The voicing of a complaint shall not discharge the Client from his obligation to pay.

7.2 If *PLAINTEXT* takes up a complaint, this must not be taken to mean that *PLAINTEXT* considers the complaint justified or submitted in time.

7.3 If the complaint is justified, *PLAINTEXT* will rectify or replace the work within a reasonable time or, if *PLAINTEXT* cannot reasonably execute the request to rectify the work, it will grant a discount on the price payable.

7.4 The Client's right to complain will lapse if he has made changes in the work, had it changed or if he has transferred it to a third party.

7.5 The Client's right to claim compensation will always lapse after ten days after the delivery of the commission.

#### **Article 8 - Period and time of delivery**

8.1 The agreed time of delivery is a target date, unless expressly agreed otherwise in writing. *PLAINTEXT* is obliged to inform the Client without delay if it becomes apparent that it will not be possible to meet the tentative deadline.

8.2 Where the agreed period is exceeded without any valid excuse, the Client will, if the performance cannot be reasonably awaited, be entitled to dissolve the agreement unilaterally, in which case *PLAINTEXT* will not be obliged to pay compensation.

8.3 Delivery is deemed to have been effectuated at the time of personal delivery, or dispatch by ordinary mail or courier service, telefax or email.

8.4 Delivery of data via electronic mail is deemed to have been effectuated at the time at which the medium confirmed that the mail has been sent.

#### **Article 9 - Fee and payment**

9.1 The fee is based on a rate per hour, per day or per project, in accordance with the quotation or the written confirmation of the commission.

9.2 The fee is exclusive of VAT, unless explicitly stipulated otherwise.

9.3 Each partial delivery, which includes the delivery of parts of a combination of commissions, can be invoiced separately to the Client. Article 9 paragraph 4 of these Conditions shall be applicable by analogy.

9.4 Invoices must be paid not later than 30 days after the date of the invoice and in the currency in which the invoice has been drawn up. The Client will be deemed immediately in default without any notice of default being necessary upon expiry of this period of 30 days, in which case the Client will also owe *PLAINTEXT* the statutory interest over the invoice amount from the date of default until the date of full payment.

9.5 In the event of extrajudicial collection costs, a collection fee of 15% applies for the first £2000 of the principal sum including interest and a rate of 10% for the remainder, with a minimum of £200.

9.6 *PLAINTEXT* can exercise its lawful rights in respect of all costs incurred which are connected directly or indirectly with the performance of the agreement.

#### **Article 10 - Liability: indemnity**

10.1 *PLAINTEXT* is exclusively liable for damage which is the direct and demonstrable consequence of an attributable failure on the part of PlainText. *PLAINTEXT* will never be liable for any other form of damage such as consequential loss, delay damage and lost profit. Liability will always be limited to an amount equal to the value of the invoice of the relevant commission excluding VAT.

10.2 Ambiguity in the source text will discharge *PLAINTEXT* of any liability.

10.3 *PLAINTEXT* will not be liable for any consequential loss, specifically including bodily injury, ensuing from the wrong application of medical or any other equipment, objects and/or instructions, caused by mistakes or obscurities in the source text.

10.4 *PLAINTEXT* cannot be held liable for the damage or loss of documents, information or data carriers made available to *PLAINTEXT* for the performance of the agreement. Nor is *PLAINTEXT* liable for damage resulting from the use of information technology and modern forms of communication.

10.5 The Client is obliged to indemnify *PLAINTEXT* against all claims from third parties ensuing from the use of any work, except where this liability on the part of *PLAINTEXT* exists on the grounds of the provision of this article.

#### **Article 11 - Force Majeure**

11.1 In addition to all that is specified by law or in legal precedents, for the purposes of these Conditions force majeure shall be taken to mean: all circumstances, events, causes and consequences which fall outside the control or influence of PlainText, as a consequence of which *PLAINTEXT* will not be able to fulfil its obligations. Such circumstances will always but not exclusively include: fire, any other operating disruptions, either at the premises of PlainText, or at the premises of PlainText's suppliers of business and services, transport breakdowns, and any other events that are outside its control, such as war, blockades, civil disturbances, epidemics, floods and storms.

11.2 The obligations of *PLAINTEXT* will be suspended for the duration of the force majeure. If the period of force majeure, as a result of which *PLAINTEXT* is not able to meet its obligations, should last longer than two (2) months, both parties will be entitled to dissolve the agreement, without there being any obligation to compensate. If the Client is a private individual, the right to suspend as referred to in 11.2 will only apply insofar as *PLAINTEXT* has a right to suspend its performance within the meaning of the law.

11.3 If, at the start of the force majeure, *PLAINTEXT* has already partly fulfilled its obligations or will only be able to partly meet its obligations, *PLAINTEXT* is entitled to invoice that part separately and the Client is obliged to pay this invoice as if it constituted a separate contract.

#### **Article 12 - Mention of name**

12.1 After having consulted with the Client, *PLAINTEXT* will be entitled to use the Client's name as a reference and *PLAINTEXT* will also be entitled to use the Client's name in its advertising material. If the Client refuses such use, he must inform *PLAINTEXT* accordingly in writing.

#### **Article 13 - Applicable law**

13.1 Each agreement between *PLAINTEXT* and the Client is subject to the laws of the England and Wales. Disputes ensuing from or relating to any agreement between *PLAINTEXT* and the Client will be decided upon exclusively by the English Courts

13.2 All disputes about these Conditions must be submitted for judgment to the competent English Court.