

Article 1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

- 1.1 *General Terms and Conditions*: the entirety of the provisions as set out below.
- 1.2 *Wonderful Words*: the sole proprietorship Wonderful Words, located at Homeruslaan 22-BS, 3581 MG Utrecht and registered in the Trade Register of the Chamber of Commerce under number 34241630.
- 1.3 *Client*: the natural or legal person who has entered into, or wishes to enter into, an agreement with Wonderful Words.
- 1.4 *Services*: all services related to writing, translating, interpreting, and minute-taking. The foregoing is to be interpreted in the broadest sense of the word.
- 1.5 *Agreement*: any oral or written arrangement between Wonderful Words and the client for the provision of services by Wonderful Words to or on behalf of the client.
- 1.6 *Parties*: Wonderful Words and the client together.
- 1.7 *Documents*: all goods made available by the parties to each other, including (digital) documents and data carriers, as well as all goods produced by Wonderful Words in the context of executing the agreement, including (digital) documents and data carriers.
- 1.8 *Written*: all written communication, including communication by email and digital messaging, provided the identity of the sender and the authenticity of the communication are sufficiently established.
- 1.9 *Website*: wonderfulwords.nl.

Article 2. Applicability of General Terms and Conditions

- 2.1 These general terms and conditions apply to all offers made by Wonderful Words, issued quotations, concluded agreements, provided services, and other performed actions. Deviations from these general terms and conditions are only valid if and insofar as they have been agreed upon in writing between the parties. These general terms and conditions also apply when a follow-up agreement or additional work arises from an agreement.
- 2.2 If the client uses general (purchase or delivery) terms and conditions and refers to them, the applicability of such terms and conditions is expressly excluded hereby. Wonderful Words does not accept any terms and conditions that conflict with these general terms and conditions.
- 2.3 In case of any conflict between these general terms and conditions and specific arrangements made in an agreement, the arrangements in the agreement shall prevail.
- 2.4 The most recent version of the general terms and conditions of Wonderful Words shall apply. Wonderful Words has the right to unilaterally amend and supplement these general terms and conditions. Amendments shall also apply to already concluded agreements. Amendments are binding after they have been declared applicable in writing by Wonderful Words with the provision of the amended terms and conditions. The client, acting in the exercise of profession or business (the entrepreneur), is obliged to accept the amendment(s).
- 2.5 If one or more provisions of these general terms and conditions are at any time wholly or partially nullified, declared null or void, the remaining provisions of these general terms and conditions shall remain fully applicable. The parties shall enter into consultation to agree on a new provision to replace the nullified or void provision, taking into account as much as possible the purpose and intent of the original provision.
- 2.6 If Wonderful Words deviates from these general terms and conditions in favour of the client on its own initiative, the client can never derive any rights from such deviations.

Article 3. Offers and Quotations

- 3.1 An issued quotation by Wonderful Words is valid for the date indicated in the quotation. If no term is indicated, the quotation is valid until 14 days after the date on which the quotation was issued.

- 3.2 An offer may be based on the data, information, and/or documents provided by the client. If it turns out after the offer that the provided data, information, and/or documents are no longer correct, Wonderful Words has the right to adjust the relevant prices and other conditions. Wonderful Words is not obliged to verify the accuracy of the information, data, and/or documents provided by the client or third parties.
- 3.3 A composite price quotation does not oblige Wonderful Words to perform part of the assignment for a corresponding part of the stated price.
- 3.4 Wonderful Words cannot be held to its offers and/or quotations if the client understands, or should reasonably understand, that the offer, or a part thereof, contains an obvious mistake, clerical, printing, setting, or typing error.
- 3.5 Offers and/or quotations do not automatically apply to future assignments.

Article 4. Formation of the Agreement

- 4.1 The agreement is formed after the client has accepted the offer made by Wonderful Words.
- 4.2 When the client's acceptance deviates from the offer of Wonderful Words – whether on minor points or otherwise – the agreement is formed if Wonderful Words has agreed to these deviations in writing.
- 4.3 If the client issues an assignment to Wonderful Words without a prior offer, Wonderful Words is only bound to this assignment after it has confirmed it in writing to the client.
- 4.4 Agreements become binding on Wonderful Words only after written confirmation from Wonderful Words or as soon as Wonderful Words has commenced the execution of the assignment without objection from the client.
- 4.5 Amendments to the agreement are only valid if and insofar as they have been agreed upon in writing between the parties. Amendments may result in Wonderful Words exceeding an agreed term within the agreement, which shall be considered as force majeure.
- 4.6 If it becomes apparent during the execution of the agreement that it is necessary to amend or supplement the agreement for proper execution, Wonderful Words shall inform the client as soon as possible. The parties shall then timely and in mutual consultation adjust the agreement.

Article 5. Client's Obligations

- 5.1 The client is required to provide all information, data, and documents that Wonderful Words deems necessary for the correct, complete, secure, and uninterrupted execution of the agreement to Wonderful Words in a timely manner, in the desired form, and in the desired manner. If the information, data, and/or documents necessary for execution are not provided to Wonderful Words in a timely manner, in the desired form, or in the desired manner, Wonderful Words has the right to suspend the execution of the agreement and charge the client for the (extra) costs resulting from the delay.
- 5.2 The client may expect high standards from the advice and services of Wonderful Words, but the client guarantees the accuracy, completeness, and reliability of the information, data, and/or documents provided to Wonderful Words by or on behalf of the client, even if they originate from third parties. The client remains at all times responsible and liable for the possible consequences of providing incorrect, incomplete, and unreliable information, data, and documents.
- 5.3 The client is obliged to inform Wonderful Words as soon as possible about facts and circumstances that may be relevant in connection with the conclusion and further execution of the agreement.
- 5.4 The client is responsible for the safe and correct storage of digital files and/or their retention. Wonderful Words is not liable for lost digital files or their hacking.
- 5.5 The client is responsible for the correct use of the delivered documents and advice and for respecting the intellectual property rights of Wonderful Words and/or third parties involved in the execution.
- 5.6 The client is required to read and check the information and data from the received documents, pieces, advice, and proposals for accuracy, completeness, and any inaccuracies or incompleteness as soon as possible, but no later than within 7 days, and to notify Wonderful Words. If the client does not respond within the aforementioned 7-day period, the documents, pieces, advice, proposals, and/or other

concepts are considered to be properly delivered, and Wonderful Words has the right to invoice these works and demand payment for them.

Article 6. Execution of the Agreement

- 6.1 Wonderful Words determines the manner and by which person(s) the agreement is executed.
- 6.2 Wonderful Words shall perform its services to the best of its knowledge and ability, applying sufficient care and craftsmanship. Wonderful Words writes its texts according to its own insights and ideas. Wonderful Words has a duty of best effort regarding the delivered services and cannot be held to a result obligation. Therefore, Wonderful Words cannot be held liable for disappointing results and/or the failure to achieve intended goals as a result of its already provided services.
- 6.3 Wonderful Words will make all reasonable efforts to secure the data stored by Wonderful Words for the client so that it is not available to unauthorized persons.
- 6.4 The application of articles 7:404, 7:407 paragraph 2, and 7:409 paragraph 2 of the Dutch Civil Code is expressly excluded.
- 6.5 Wonderful Words is entitled, without prior notice to and explicit permission from the client, to have the agreed services (partially) performed by third parties if Wonderful Words deems this desirable.
- 6.6 Unless expressly agreed upon, deadlines within which the services are to be performed are to be considered indicative only and not as strict deadlines. Exceeding such a deadline does not constitute an attributable shortcoming by Wonderful Words and is not a ground for dissolution of the agreement. In case of exceeding a (delivery) term by Wonderful Words, the client must issue a notice of default to Wonderful Words, granting Wonderful Words a reasonable period to still perform the services or deliver the work. Wonderful Words is never obligated to compensate any resulting damage.
- 6.7 If the client needs to provide information and/or data necessary for the execution and/or delivery, the delivery term and/or execution term will commence after the client has provided this information and/or data to Wonderful Words.
- 6.8 Wonderful Words has the right to execute the agreement in phases. Wonderful Words has the right to invoice each executed part separately and demand payment for it. If and as long as this invoice is not paid by the client, Wonderful Words is not obliged to execute the following phases and has the right to suspend the agreement. Wonderful Words also has the right to wait with the execution of the next phase until the client has approved the results of the previous phase in writing. The client must check the work delivered by Wonderful Words, such as concepts, documents, pieces, and/or advice, within 7 days after delivery and communicate any adjustments. If the client does not timely communicate the desired adjustments, the concepts are considered approved and delivered, and Wonderful Words has the right to invoice these works and demand payment for them.
- 6.9 When Wonderful Words offers completed work to the client for approval, the client is entitled to one free feedback cycle. If the client wishes to have more feedback cycles performed by Wonderful Words, the resulting (extra) costs will be borne by the client.

Article 7. Prices and Rates

- 7.1 All prices used by Wonderful Words are in euros, exclusive of VAT and other costs, such as other government levies, administration, travel, accommodation, shipping, parking, and/or third-party costs, unless otherwise indicated.
- 7.2 Wonderful Words reserves the right to adjust its prices if deemed necessary. If the prices of the offered services increase after the agreement has been concluded, the client has the right to cancel the agreement as of the date the price increase takes effect. Price increases due to legislation and regulations are excluded.
- 7.3 If Wonderful Words has agreed on a fixed rate with the client, Wonderful Words is nevertheless entitled to increase this rate if, during the execution of the agreement, it appears that the originally agreed or expected amount of work was insufficiently estimated at the time of concluding the agreement, and this

is not attributable to Wonderful Words, making it unreasonable for Wonderful Words to perform the agreed work at the originally agreed rate.

Article 8. Invoicing, Payment, and Collection

- 8.1 Payment of the invoice must be made within 30 days of the invoice date. Sworn translations for private clients will only be carried out upon payment in advance of the commencement of the assignment.
- 8.2 Wonderful Words reserves the right to demand (full) advance payment or any other security for payment from the client at any time. In the case of payment in instalments, the first instalment must be paid in advance, unless explicitly agreed otherwise between the parties. Objections to the invoice do not suspend the client's payment obligation.
- 8.3 Payment will, unless otherwise required by law, take place without any deduction, set-off, or suspension for any reason whatsoever.
- 8.4 In case of late or incomplete payment, Wonderful Words is entitled to suspend the execution of the agreement immediately or to dissolve it by written declaration.
- 8.5 In the event of late or incomplete payment, the client is in default by operation of law and Wonderful Words, without requiring a further notice of default, is entitled to charge statutory interest from the due date until the date of full payment.
- 8.6 In the event of late or incomplete payment by the client, Wonderful Words is entitled, without requiring a prior notice of default, to charge the client (extra)judicial collection costs amounting to 15% of the total agreed amount, with a minimum of €100, even if the actual costs exceed the judicial process costs. This last provision applies insofar as mandatory provisions do not oppose this.
- 8.7 Payments made by the client will first be applied by Wonderful Words to settle all due interest and costs and subsequently to the oldest outstanding invoices.
- 8.8 In the case of a jointly issued assignment, the clients, insofar as the services are provided for the benefit of the joint clients, are jointly and severally liable for the payment of the invoice amount, regardless of the name on the invoice.

Article 9. Inability to Pay

- 9.1 Wonderful Words is entitled to dissolve the agreement without further notice of default and without judicial intervention by written declaration at the time when the client:
 - is declared bankrupt or applies for bankruptcy;
 - applies for (provisional) suspension of payments;
 - is affected by an enforceable attachment;
 - otherwise loses the power to dispose of or the legal capacity to act with respect to (part of) their assets.

Article 10. Suspension, Dissolution, and Termination of the Agreement

- 10.1 Wonderful Words has the right to suspend the fulfilment of its obligations until all due claims against the client are fully paid if:
 - the client does not fully comply with the obligations under the agreement;
 - Wonderful Words has learned of circumstances giving good reason to fear that the client will not (properly) fulfil their obligations; or
 - the client has been asked to provide security for the fulfilment of their obligations under the agreement at the time of concluding the agreement and this security is not provided.
- 10.2 Wonderful Words is also entitled to dissolve the agreement in the situations mentioned in the first paragraph of this article, or if other circumstances arise that make fulfilment of the agreement impossible or can no longer reasonably be required.

- 10.3 Dissolution is effected by means of a written notification and without judicial intervention.
- 10.4 If the agreement is dissolved, the claims of Wonderful Words against the client become immediately due and payable.
- 10.5 Wonderful Words reserves the right to claim damages and is not liable for any damage or costs incurred by the client or third parties.

Article 11. Termination or Cancellation of the Agreement

- 11.1 The agreement concluded between the parties ends upon the death of Wonderful Words or the client or upon the liquidation or dissolution of Wonderful Words' business.
- 11.2 If the work to be carried out by Wonderful Words is not yet completed upon termination of the agreement, its successors under general or special title are not obliged to complete this work, even if Wonderful Words' business is continued in any way.
- 11.3 If the client wishes to cancel the agreement regarding editing, writing, or translating (web) texts and/or blogs before its execution, the client has this right only if they compensate for the work performed and costs incurred up to that point. Wonderful Words is entitled to charge a cancellation fee of at least 50% of the total amount agreed in the assignment confirmation. If an advance payment has been made by the client, this advance payment serves as the cancellation fee. Cancellation after the commencement of execution by Wonderful Words is not possible. In that case, the client must pay the full agreed amount to Wonderful Words. A cancellation fee of 50% applies to cancellations of reserved time for interpreting services or minute-taking assignments made within two weeks, and a fee of 100% applies to cancellations made within five working days. If the client has paid a deposit, this deposit will be considered the cancellation fee. Cancellation after Wonderful Words has commenced work is in principle not possible. In that case, the client must pay Wonderful Words the full agreed amount.
- 11.4 In all cases, the client must also pay the costs of third parties in addition to the cancellation costs.
- 11.5 If Wonderful Words must postpone the execution of the agreement due to illness or emergencies, this constitutes force majeure.
- 11.6 The client is liable to third parties for the consequences of the cancellation and will indemnify Wonderful Words against resulting claims from these third parties.
- 11.7 Wonderful Words has the right to set off all amounts already paid by the client against the cancellation costs owed by the client.

Article 12. Force Majeure

- 12.1 If the performance of the agreement becomes impossible due to a cause that cannot be attributed to Wonderful Words or which cannot reasonably be expected from Wonderful Words, including but not limited to illness of herself or engaged third parties, malfunctions in the computer network or other technical malfunctions, deficiencies of third parties engaged by Wonderful Words, internet failures, delays en route, strikes, epidemics and pandemics, government measures, and other disruptions in the normal course of business within her company, then Wonderful Words is entitled to suspend the performance of the agreement.
- 12.2 In these general terms and conditions, force majeure means: a circumstance that cannot be attributed to the fault of Wonderful Words and cannot be attributed to her by virtue of the law, legal act, or prevailing opinion. In addition to this definition of force majeure under the law and jurisprudence, force majeure also includes: all external causes, foreseen or unforeseen, over which Wonderful Words has no control, but which prevent Wonderful Words from fulfilling her obligations.
- 12.3 In the event of force majeure, Wonderful Words will make reasonable efforts to provide an alternative solution if desired.
- 12.4 If the force majeure situation occurs at a time when Wonderful Words has partially fulfilled or can fulfill her obligations, Wonderful Words is entitled to invoice the already fulfilled or fulfillable part. The client is obliged to pay this invoice as if it were a separate agreement.

- 12.5 From the moment the force majeure situation has lasted at least two months or is of a permanent nature, both parties may (partially) terminate the agreement by means of a written notice, without judicial intervention, without the parties being entitled to any compensation.

Article 13. Intellectual Property Rights

- 13.1 Wonderful Words retains all rights to intellectual products developed, used, or previously used in the context of the agreement with the client, insofar as these products can legally be protected or established.
- 13.2 Unless explicitly agreed otherwise in writing, Wonderful Words may use the documents, pieces, concepts, advice, designs, models, and other intellectual products it has created as a basis for other assignments.
- 13.3 The copyrights to the documents, pieces, concepts, texts, and other intellectual products created by Wonderful Words remain with Wonderful Words. The agreement between the parties does not include any transfer or obligation to transfer intellectual property rights from Wonderful Words to the client.
- 13.4 Intellectual property rights used by Wonderful Words under license may never be modified, reproduced, published, or exploited by the client.
- 13.5 The client guarantees that the information, data, images, and texts provided by them in the context of the agreement are free from third-party intellectual property rights and indemnifies Wonderful Words against any third-party claims based on the violation of an intellectual property right.
- 13.6 The content of Wonderful Words' website, including but not limited to: texts, images, design, publications, brands, and domain names, is the property of Wonderful Words or its licensors and is protected by intellectual property rights, including copyright. Users of the website are expressly prohibited from reproducing, processing, exploiting, or otherwise publishing (part of) the website, information on the website, or other material displayed on the website without prior permission from Wonderful Words.
- 13.7 After the end of the agreement, neither the client nor Wonderful Words have any obligation to retain the used information and data, except as required by law.
- 13.8 In the event of infringement of the intellectual property rights of Wonderful Words, Wonderful Words is entitled to compensation amounting to at least twice the license fee it normally charges for such use, without losing the right to any other damages.

Article 14. Liability and Indemnification

- 14.1 If the client demonstrates that they have suffered damage due to an attributable shortcoming by Wonderful Words arising from or related to the performance of the agreement, Wonderful Words' liability for only direct damage is limited to the amount covered by the liability insurance taken out by Wonderful Words, plus the deductible of Wonderful Words under that insurance.
- 14.2 If, for any reason, no payment is made under the liability insurance referred to in the first paragraph of this article, any liability is limited to the (part of the) invoice amount to which the liability relates. For assignments with a duration of more than three months, the liability is further limited to the invoice amount over the last three months.
- 14.3 Wonderful Words is only liable for direct damage. Direct damage exclusively means:
- the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
 - any reasonable costs incurred to make the defective performance of Wonderful Words conform to the agreement, insofar as these can be attributed to Wonderful Words;
 - reasonable costs incurred to prevent or limit the damage, insofar as the client demonstrates that these costs have led to a limitation of direct damage as referred to in this article.
- 14.4 Wonderful Words' liability for indirect damage, including but not limited to consequential damage, lost profits, missed savings, mutilated or lost data or materials, business stagnation damage, personal injury, or immaterial damage, is excluded.
- 14.5 Wonderful Words is never liable for damage of any kind arising from:

- the client's failure to comply with the obligations included in these general terms and conditions;
 - a force majeure situation as referred to in Article 13 of these general terms and conditions;
 - the provision of incorrect and/or incomplete information by or on behalf of the client;
 - the absence of information, data, and/or documents or the loss of information, data, and/or documents provided by Wonderful Words to the client;
 - the use of services for purposes other than those intended;
 - the failure to inspect or incorrectly inspecting the documents, texts, concepts, etc., provided by Wonderful Words by the client prior to delivery;
 - the failure to follow or incorrectly following advice and/or instructions from Wonderful Words by the client or third parties;
 - actions or decisions taken based on the services of Wonderful Words. The client remains responsible for the choices made;
 - errors or malfunctions in used equipment and/or software;
 - a longer delivery and/or execution period than originally anticipated, regardless of the underlying reason;
 - violation of intellectual property rights and/or privacy rights of Wonderful Words and/or third parties due to unauthorized access to the information and/or data of Wonderful Words and/or the client by third parties;
 - violation of intellectual property rights by the client infringing on third-party intellectual property rights;
 - disappointing results and/or failure to achieve intended objectives;
 - errors and/or shortcomings of engaged third parties.
- 14.6 All claims under the agreement and/or against Wonderful Words expire by the mere lapse of twelve months.
- 14.7 Wonderful Words is never liable for any form of damage suffered by third parties. The client will indemnify and hold Wonderful Words harmless against all third-party claims for damage arising from or related to the execution of the agreement.
- 14.8 The provisions of this article apply except in cases of intent or gross negligence by Wonderful Words and if mandatory provisions oppose this.

Article 15. Confidentiality

- 15.1 When parties become aware of information from the other party that they know, or should reasonably know, to be confidential, they will not disclose this information to third parties in any way. An exception to this applies if disclosure is required by law or regulations or if it is necessary for the proper execution of the agreement.
- 15.2 The party receiving confidential information will use it only for the purpose for which it was provided. Information is considered confidential if it is designated as such by one of the parties or if this follows from the nature of the information.
- 15.3 Wonderful Words may use the client's personal data only in the context of executing the agreement, handling a complaint, or for commercial purposes. Wonderful Words is not permitted to lend, rent, sell, or otherwise disclose the client's personal data.
- 15.4 Wonderful Words processes personal data in accordance with applicable laws and regulations, including the General Data Protection Regulation (GDPR).

Article 16. Complaints Procedure

- 16.1 Complaints regarding the services of Wonderful Words and/or the invoice amount must be reported in writing within 7 days of execution or the invoice date, or within 7 days of discovering the defect if the client demonstrates that they could not have reasonably discovered the defect earlier, to Wonderful Words.

- 16.2 Complaints do not suspend the client's payment obligation.
- 16.3 The notice of default regarding Wonderful Words' shortcoming must be described as detailed as possible. Complaints will not be processed after the specified period. All consequences of not reporting immediately are at the client's risk.
- 16.4 Wonderful Words must be given the opportunity to investigate the complaint and always has the right to improve the performance of the agreement. In the event of a justified complaint, Wonderful Words will consult with the client to reach an appropriate solution.
- 16.5 The client never has the right to a full refund of the agreed or paid amount. Any price reduction is always at the discretion of Wonderful Words.

Article 17. Applicable Law and Competent Court

- 17.1 All cases to which these general terms and conditions apply are exclusively governed by Dutch law.
- 17.2 The Dutch court in the district where Wonderful Words is located is, subject to mandatory provisions, exclusively competent to hear any disputes between the parties.