

General Terms and Conditions Schrijf.be®

Article 1. Applicability

These General Terms and Conditions apply to Schrijf.be, a trading name of Copy & Content bvba. They take precedence over those of the client and, apart from in specific, well-described circumstances, the client waives his or her own general terms and conditions.

Article 2. Signed quote

To avoid any possible disputes, work shall only start after Schrijf.be receives, by fax or by letter, a copy of the purchase order — as issued by Schrijf.be as part of its quote — signed by the client.

All prices are exclusive of VAT. All offers and quotes, in whatever form, are non-binding, unless otherwise expressly agreed. Offers or quotes are not automatically valid for future assignments. Where a price has been quoted for an assignment, there is no obligation on the part of Schrijf.be to deliver a part of the quoted assignment at a partial price that is in direct proportion with the price quoted for the total assignment.

Article 3. Quality guarantee

Three copywriters shall process each text: the copywriter assigned to the project, the quality control manager who checks whether the text is satisfactory in terms of its content and the editor who performs a linguistic check.

Article 4. One round of revision/correction

The client is entitled to request a round of revision and/or correction for each text. Any additional corrections are seen as authorial corrections and are charged as such, in line with the quoted hourly rate. The following are also considered authorial corrections: any fundamental changes to content and style with respect to the original briefing, unless otherwise expressly agreed in the quote.

Article 5. Transfer of intellectual property rights

Schrijf.be remains the rightful holder of the intellectual property rights for all supplied texts until the invoice issued to the client by Schrijf.be has been paid in full. As soon as this payment has been made, the full and unconditional intellectual property rights of the supplied product shall be transferred by Schrijf.be to the client. No further compensation is required to be paid by the client in the event of future reuse of the supplied product, nor in the event of reuse by third parties, whether in the same medium or in other media.

Article 6. Mutual confidentiality

Schrijf.be undertakes to maintain the confidentiality of the client towards third parties, with respect to all information and data of which cognizance has been taken during the performance of the work. Schrijf.be shall take all possible precautions to protect the interests of the client. The client shall not communicate with third parties, nor make available any report, with respect to the approach, working methods or quote of Schrijf.be, without the express permission of Schrijf.be.

Article 7. Indemnification by the client

It is the duty of the client to check the supplied texts and services for any errors or inaccuracies, and the client accepts the accountability arising from this duty. The client indemnifies Schrijf.be of any accountability, including claims of third parties with respect to intellectual property rights relating to the materials or details provided by the client and used in the performance of the agreement, including any damage arising from this.

DISCLAIMER This English-language version of the General Terms and Conditions is intended to serve only an informative purpose. The only legally binding General Terms and Conditions are those in the original Dutch, which can be found on your purchase order and invoice, as well as at www.schrijf.be/algemenevoorwaarden.htm.

Article 8. Invoicing

Schrijf.be issues invoices upon delivery to the client of the final version of the text. In the event that the round of corrections, mentioned in Article 4, is delayed for longer than 15 days due to the fault of the client, Schrijf.be is entitled to invoice the full amount before the corrections take place. For assignments lasting more than 30 days, Schrijf.be is entitled to issue a monthly invoice for the services rendered. Schrijf.be is entitled to issue a separate invoice for each partial delivery (delivery of parts of a complete assignment).

Article 9. Complaints within 8 days

Each invoice is seen as being accepted by the client if, within a period of eight days after issue of the invoice by Schrijf.be, no written protest has been returned to Schrijf.be by the client by means of a registered letter. Complaints are only accepted insofar as the services or products supplied by Schrijf.be have not been used, processed, edited or otherwise disposed of by the client.

Article 10. Payment within 15 days

All invoices are required to be paid within 15 days of the invoice date and this without the deduction of any discount/reduction.

Article 11. Compensation and default interest

Any late payment or non-payment shall be considered a contractual infringement under Art. 1147 of the Belgian Civil Code. In such an event, the invoiced amount payable shall be increased without further summons or notice of default by a fixed rate of compensation of 12% with a minimum increase of €150. Furthermore, default interest shall be charged at a rate of an additional 1% with each passing month. Incomplete months shall be included in the calculation as complete months. Compensation and interest shall be payable irrespective of any legal interest and costs.

Article 12. Changes to the assignment

The client accepts that the scheduling of the assignment may be influenced in the event that, in the intervening period, parties develop or make changes to the approach, working methods or scope of the assignment and/or the activities arising therefrom. In the event that this should lead to the requirement of additional work, this shall be confirmed with the client as a supplementary assignment. Should the parties agree to a phased implementation, Schrijf.be is entitled to suspend the completion of the parts of subsequent phases until the client has approved the prior phase in writing.

Article 13. Client neglect

Should the progress of the implementation or the supply of the work be delayed by the neglect of the client or by force majeure on the side of the client, Schrijf.be may charge the full agreed amount. This includes but is not limited to: the costs already incurred of the materials for the present assignment and this notwithstanding Schrijf.be's right to claim further costs, damages and interest.

Article 14. Court of Mechelen

The present agreement in its entirety is governed by Belgian law. Any disputes are to be settled under the authority of the courts of Mechelen.

Unchanged and in effect since 1 April 2015

