



General Terms & Conditions – TalkWise

Article 1 – General

TalkWise is a sole proprietorship providing legal advice and sworn interpreting services, registered with the Dutch Chamber of Commerce under number 73697168. These general terms and conditions apply to all work, services and agreements between TalkWise and its clients.

Article 2 – Applicability

These general terms and conditions apply to all assignments given to TalkWise, including any follow-up or additional work. The applicability of any general terms and conditions of the client is expressly excluded.

Article 3 – Engagement of Services

The agreement for services is concluded between the client and TalkWise. All work is carried out by or under the responsibility of TalkWise, regardless of who performs the work in practice. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply.

Article 4 – Liability

TalkWise performs its work with the care that may be expected from a diligent legal professional. If TalkWise is liable for damage resulting from a culpable shortcoming or a gross error in the performance of its work, such liability shall be limited to an amount reasonably proportionate to the fee paid by the client for the assignment. This limitation does not apply in cases of intent or deliberate recklessness by TalkWise. TalkWise shall not be liable for indirect damage, consequential loss or loss of profit. Any claim shall lapse one year after the date on which the client became aware or could reasonably have become aware of the damage and the possible liability of TalkWise.

Article 5 – Engagement of Third Parties

If third parties are engaged in the performance of an assignment, TalkWise will exercise due care in the selection of such third parties. However, TalkWise shall not be liable for any shortcomings or errors of these third parties.



Article 6 – Fees and Payment

Unless otherwise agreed, the services of TalkWise are provided on the basis of a pre-agreed hourly rate, excluding VAT and any travel or accommodation expenses. Invoices must be paid within fourteen (14) days from the invoice date. In the event of late payment, the client shall be in default by operation of law. TalkWise is then entitled to charge statutory interest and extrajudicial collection costs, with a minimum of €50. TalkWise is entitled to suspend its services if outstanding invoices are not paid on time.

Article 7 – Advance Payments

TalkWise may require an advance payment before commencing or continuing its work. This advance will be settled with the final invoice.

Article 8 – Complaints Procedure

Complaints regarding the services of TalkWise must be submitted in writing within a reasonable period. TalkWise will make every effort to resolve complaints through mutual consultation. If this does not lead to a resolution, the competent Dutch court shall have exclusive jurisdiction to settle the dispute.

Article 9 – Force Majeure

TalkWise shall not be obliged to fulfil any obligation if performance is reasonably impossible due to circumstances beyond its control, such as illness, power outages, technical failures, government measures or other unforeseen events.

Article 10 – Intellectual Property

All documents, advice, translations and other intellectual works provided by TalkWise are intended solely for the use of the client and may not be reproduced, published or shared with third parties without the prior written consent of TalkWise.

Article 11 – Applicable Law and Jurisdiction

All agreements between TalkWise and its clients are governed exclusively by Dutch law. Any disputes arising from or related to these agreements shall be submitted exclusively to the competent court in the district where TalkWise is established.

Article 12 – Final Provision

In case of any discrepancy between the Dutch and an English version of these general terms and conditions, the Dutch text shall prevail.