

RESING VERTALINGEN GENERAL TERMS AND CONDITIONS

Definitions

Client	1) the natural or legal person that has concluded the Contract with the Translator; 2) the natural or legal person that, by means of a power of attorney/authorisation, has given a third party permission to conclude the Contract with the Translator
Contract	the contract to be concluded by the Translator and the Client concerning translation work
Translator	the natural or legal person performing the Client's Translation
Translation	the final file/document after the translation work has been performed

Article 1 - Applicability of the Terms and Conditions

1.1 These General Terms and Conditions apply to all quotations made by the Translator and all Contracts between the Translator and the Client.

1.2 The Translator will declare the present Terms and Conditions applicable to each quotation and/or Contract she concludes with the Client.

1.3 The Translator may engage the services of her own employees or third parties in the performance of the work, in which respect the Translator will exercise due care.

1.4 If at any time one or more provisions of these General Terms and Conditions become void or are annulled in full or in part, the rest of these General Terms and Conditions will remain applicable. At such time, the Translator and the Client will consult to agree on new provisions that will replace the void or annulled provisions, while retaining the purpose and purport of the original provisions as much as possible.

1.5 If there is anything unclear or contentious in respect of the interpretation of one or more provisions of these General Terms and Conditions, the interpretation will be made in accordance with the spirit of these provisions.

1.6 If a situation arises between the parties that is not provided for in these General Terms and Conditions, this situation will be judged in accordance with the spirit of these General Terms and Conditions.

1.7 If the Translator does not demand strict compliance with these General Terms and Conditions at all times, this does not mean that the provisions concerned are inapplicable or that, in other cases, the

Translator has in any way relinquished the right to demand strict compliance with the provisions of these General Terms and Conditions.

Article 2 - Quotations, Contract Formation

2.1 All offers and estimates made by the Translator are without obligation.

2.2 The Contract is formed by the Client's written acceptance of the quotation or by the Translator's acceptance of the work that the Client has commissioned to her. The Translator will give a clear description of the supply specifications and the time frame(s) within which the source material to be supplied by the Client must be in the Translator's possession.

2.3 If, for quotation purposes, the Translator has not been able to examine the complete text of the work within five working days, the Translator may still revoke the quotation and/or the lead times after the work/quotation has been accepted. The aforementioned provision also applies if the files/documents supplied by the Client do not comply with the supply specifications referred to in Article 2.2.

2.4 If the Client accepts the submitted quotation on condition of one or more modifications, then a new quotation will have to be submitted. If, in such a situation, no new quotation is submitted, no Contract has been formed.

2.5 A combined estimate does not oblige the Translator to perform part of the work at a pro rata quotation price. Previously submitted quotations do not automatically apply to future work.

2.6 The Translator cannot be held to her quotation if that quotation, or part of it, contains an obvious mistake or clerical error.

Article 3 - Changes, Cancellation of Work

3.1 If the Client modifies the work after formation of the Contract, the Translator is entitled to adjust the lead time and/or fee, or to reject the work after all.

3.2 If the Client cancels the work commissioned, the Client is to pay for that portion of the work that has already been performed as well as an amount of compensation, based on an hourly rate, for any research already done with respect to the remaining part of the work.

3.3 If the Translator has reserved time for the performance of the work and is no longer able to use this time for other work, the Client will be bound to pay 50% of the fee for the portion of the work that has not been performed.

Article 4 - Performance of Work, Confidentiality

4.1 The Translator undertakes to perform the work to the best of her knowledge, ability, and expertise, keeping in mind the Client's stated purpose of the Translation.

4.2 The Translator will keep all information that the Client has made available strictly confidential. The Translator will require her employees and/or any third parties to be engaged to maintain confidentiality.

4.3 Unless the opposite has expressly been agreed, the Translator has the right to have work performed by a third party in full or in part, without prejudice to her responsibility for maintaining confidentiality and for the proper performance of the work.

4.4 The Translator and the Client may agree in writing that the work will be performed in stages and that each stage of the work completed will be invoiced separately.

4.5 If the work is performed in stages, the Translator may suspend the performance of those portions belonging to subsequent stages until the Client has approved in writing the work already performed.

4.6 The Translator cannot vouch for the accuracy of the information that the Client has provided to the Translator and does not accept any liability for damage and/or loss, of whatever nature, caused by the use of the information provided.

4.7 If the Client fails to properly perform whatever obligation the Client has in respect of the Translator, the Client will be liable for any damage and/or loss caused to the Translator, whether directly or indirectly.

4.8 If, during the performance of the Contract, it appears that some modification or addition to the Contract is required for its proper performance, the parties will modify the Contract in a timely manner and in joint consultation. If the Contract is modified in quantitative and/or qualitative terms, this may affect the original agreement. As a result, the price initially agreed on may be raised or lowered. The Translator will submit an estimate of this whenever possible. A modification of the Contract may entail an adjustment of the initially quoted lead time. The Client accepts the fact that the Contract may be modified, including an adjustment in price and lead time.

Article 5 - Intellectual Property

5.1 Unless expressly stated otherwise in writing, the Translator reserves the copyright on Translations and other texts produced by the Translator.

5.2 If, for the performance of the Contract, the Translator acquires knowledge about the translation of certain words/terms, she is permitted to use this knowledge for other purposes, or for the performance of other agreements, all this to the extent that the Translator does not prejudice her duty of confidentiality in respect of the Client by doing so.

5.3 The Client indemnifies the Translator against any claim by a third party on account of an alleged infringement of proprietary rights, patent rights, copyrights, or other intellectual property rights in connection with the performance of the Contract.

Article 6 - Termination

6.1 The Translator may terminate the Contract in full or in part if the Client fails to perform any obligations, goes into liquidation, applies for a moratorium, is subject to a petition for insolvency, or fully or partially terminates or dissolves his/her/its business.

6.2 If it becomes apparent after formation of the Contract that performance of the work is not reasonably possible, and if this impossibility is due to the information provided by the Client, the Translator will be entitled to terminate the Contract or charge extra costs for the work not included in the quotation. The above also applies if, in the performance of the Contract, it becomes apparent that the nature of the

information provided by the Client at the time of Contract formation is fundamentally different from what is provided during the performance of the Contract.

6.3 A termination of the Contract as referred to in Articles 6.1 and 6.2 does not release the Client from the obligation to pay for the work that the Translator has already performed.

Article 7 - Complaints and Disputes

7.1 The Client will notify the Translator in writing of any complaints concerning the work delivered as soon as possible and, in any event, within ten working days of delivery. Lodging a complaint does not release the Client from his/her/its payment obligation.

7.2 If the complaint is well-founded, the Translator will improve or replace the delivered work within a reasonable period of time or, if the Translator cannot reasonably comply with this requirement, she will grant a price reduction.

7.3 The Client's right to complain lapses as soon as the Client has revised the work or has had it revised without the Translator's written permission and subsequently publishes this revision or has it printed.

Article 8 - Lead Time and Date/Time of Delivery

8.1 Unless expressly agreed otherwise in writing, the agreed term of delivery is an estimate. The Translator is obliged to notify the Client without delay as soon as it becomes apparent to the Translator that timely delivery is not possible.

8.2 In the event of an attributable failure to meet the agreed lead time, the Client is entitled to terminate the Contract unilaterally if the Client cannot reasonably be expected to wait for its performance any longer.

8.3 Delivery is considered to have taken place at the time of personal delivery or dispatch by regular post, fax, courier, or electronic mail.

8.4 Delivery of information via electronic mail is considered to have taken place when the medium confirms the dispatch.

Article 9 - Fee and Payment

9.1 In principle, the Translator's fee is based on a per-word rate. A fee may occasionally be charged on the basis of an hourly rate. In addition to a fee, the Translator may charge the Client for any disbursements related to the performance of the work.

9.2 Unless expressly agreed otherwise, the stipulated fee is exclusive of VAT.

9.3 If the Translator and Client agree on a fixed fee or price, the Translator is nevertheless entitled to increase this fee or price if this increase ensues from an event as referred to in Article 4.8, from a statutory or regulatory power or obligation, or is caused by wage rises and the like, or is based on any other ground that could not be reasonably foreseen at the time of entering into the Contract. In this event, the Client has the right to terminate the Contract, unless the parties agree on a new fixed fee or price in joint consultation.

9.4 Invoices must be paid within 30 days of the invoice date, in the currency specified in the invoice. After the 30-day period has expired, the Client will be in default immediately and without further notice of default, in which case the Client owes the statutory interest on the invoice amount from the due date to the date of full payment.

9.5 If the Client is in default or has failed to perform, then all reasonable costs incurred for obtaining payment in and out of court will be for the Client's account. Extrajudicial costs will be calculated on the basis of debt collection rates generally accepted in the Netherlands. The debt collection costs owed are also subject to (statutory) interest.

9.6 The Client is not entitled to set off the amount owed to the Translator. Objections against the invoiced amount do not suspend the payment obligation.

Article 10 - Liability; Indemnity

10.1 The Translator is only responsible for damage and/or loss that is the direct and demonstrable result of a breach attributable to the Translator. The Translator is never liable for any other form of damage and/or loss, including consequential loss, loss due to delay, or loss of profits. In any event, the Translator's liability is limited to an amount equal to the invoice value, exclusive of VAT, of the work concerned.

10.2 If the Translator should be liable for any damage and/or loss, the Translator's liability is limited to a sum equal to the invoice value, exclusive of VAT, of the work concerned.

10.3 In all cases, the Translator's liability is limited to any amount paid out under the Translator's insurance policy.

10.4 The Client indemnifies the Translator against any and all claims from third parties that are suffering damage and/or loss in connection with the performance of the Contract, where this damage and/or loss is attributable to a party other than the Translator. Furthermore, the Client indemnifies the Translator against any and all claims from third parties arising from the use of the work delivered, except to the extent that the Translator is liable on the basis of this Article.

Article 11 - Force Majeure

11.1 In these General Terms and Conditions, 'force majeure' is understood to mean, in addition to its definition in statutory law and case law, all exterior causes, whether foreseeable or not, that are beyond the Translator's control but that prevent the Translator from performing her obligations. This in any event includes, but is not limited to, fire, accidents, illness, strikes, riots, war, government measures, prolonged power cuts, transport restrictions, and terrorist threats.

11.2 The Translator's obligations are suspended during the period of force majeure. If, due to the force majeure, the Translator is unable to perform her obligations, both parties are authorised to terminate the Contract, without any damages being required. However, the Client's obligation to pay for work already performed will continue to exist. If the Client is a consumer, the power to suspend only applies in so far as the law confers this power on the Client.

11.3 If, at the commencement of the force majeure, the Translator has already performed part of her obligations, or is only able to perform part of her obligations, the Translator is entitled to send a separate

invoice for the work performed so far, and the Client is bound to pay this invoice as if it were a separate Contract.

Article 12 - Applicable Law, Disputes, and Competent Court

12.1 The legal relationship between the Client and the Translator is governed by Dutch law.

12.2 Any dispute about these General Terms and Conditions is subject to the judgment of the competent Dutch court.

12.3 The parties will appeal to the court only after they have done their utmost to resolve the dispute that has arisen in joint consultation.

Article 13 - Registration

13.1 The Translator reserves the right to make modifications or additions to these General Terms and Conditions. Modifications also apply to Contracts already concluded, subject to a 30-day notice period after the Client has been informed. If the Client does not wish to accept a proposed modification, the Client may terminate the Contract until the date on which the new General Terms and Conditions take effect. The current version can be found on www.resingvertalingen.nl at all times.

13.2 The Dutch text of the General Terms and Conditions is always decisive for their interpretation.

13.3 The Translator is registered in the Business Register of the Chamber of Commerce of Amersfoort under number 68647352, under the name Resing Vertalingen.

Version of 1 October 2017