



General Terms and Conditions of Translators International B.V.

1 Definitions

- 1.1 Vendor: Translators International B.V., including all its staff and third parties that perform translation, correction or other activities on its behalf.
- 1.2 Customer: the natural or legal person that has issued an order to Translators International B.V. for the performance of one or more of the activities specified in subparagraph 4.1 below.

2 Quotations and agreements

- 2.1 These General Terms and Conditions apply to all quotations made by Translators International B.V. and all contracts and agreements between Translators International B.V. and a customer. Should the customer's Terms and Conditions of Purchase differ in content from these General Terms and Conditions, it is explicitly agreed that the stipulations of the General Terms and Conditions of Translators International B.V. shall apply, unless otherwise agreed in writing.
- 2.2 Deviations from these General Terms and Conditions are only valid if they have been agreed in writing.
- 2.3 All quotations and price indications made by Translators International B.V. are subject to confirmation. All rates are exclusive of BTW (Dutch VAT) and Translators International B.V. reserves the right to alter prices at its own discretion.
- 2.4 Translators International B.V. may consider any party that has entered into an agreement with Translators International B.V. to be a customer, unless that party has explicitly stated that it is acting on instruction of, on behalf of and at the expense of a third party and also informs Translators International B.V. of the third party's name and address at the same time.
- 2.5 An agreement is considered to have been entered into when the customer sends written acceptance of Translators International B.V.'s quotation, or – if no quotation has been made – when Translators International B.V. confirms in writing an agreement that has been issued by the customer.
- 2.6 Unless otherwise specified, all quotations made by Translators International B.V. are valid for a period of one month from the date mentioned on the quotation.
- 2.7 In the case of all new enquiries, Translators International B.V., having taken note of the work that is required, reserves the right to reject an enquiry within a reasonable period of time without being subject to any obligation to compensate damages in any way, shape or form.
- 2.8 Unless otherwise specified, the amounts indicated in the quotation are estimates. The definitive price is based on the number of words in the source text, or the number of words in the target text (i.e. the translation), or the total number of hours actually worked, all of which are at Translators International B.V.'s discretion. The chosen calculation method will be indicated in the quotation.
- 2.9 Agreements and commitments made by its representatives or staff are only binding for Translators International B.V. after it has explicitly confirmed them.

- 2.10 Firm price quotations and delivery promises may only be revoked if Translators International B.V. has not been given the opportunity of viewing the complete text, or the text for processing, before issuing a quotation.
- 2.11 If Translators International B.V. has reasonable grounds for doubting the customer's ability to meet its payment obligations, Translators International B.V. is entitled to request an adequate form of security from the customer before starting or continuing the agreed work.
- 2.12 The agreement ends when the order has been completed in the way agreed and also if the customer does not meet, does not properly meet, or is late in meeting any obligation ensuing from the agreement that has been entered into with Translators International B.V.

3 Changes to and cancellation of orders

- 3.1 If the customer, having already entered into the agreement, makes changes to the order other than those of a minor nature, Translators International B.V. is entitled to adjust the delivery date and/or the fee, or to reject the order. In the latter case, the customer must pay for the work that has already been performed for the order.
- 3.2 If a customer cancels an order for the performance of (translation) activities, all the costs already incurred by Translators International B.V. for the order and the lost profit on the total order will be charged to the customer. In such cases, Translators International B.V. will make the work that has already been performed available to the customer. However, in such instances, Translators International B.V. does not guarantee the quality of the work delivered. Furthermore, if Translators International B.V. has reserved time capacity for the performance of the order that cannot be used for other tasks, the customer must pay 50% of the fee for the part of the order that has not yet been completed in compensation.

4 Performance of the activities

- 4.1 The services offered by Translators International B.V. consist of translation, correction and/or otherwise specified activities. Translators International B.V. will perform the requested activities to its best ability and to professional standards, or have them performed by a third party, in accordance with the purpose specified by the customer.
- 4.2 If possible, the customer will provide explanations relating to the content of the text for translation when asked to do so and provide documentation and terminology lists. Despatch and carriage of these items always takes place at the risk and expense of the customer. Technical terms, insofar as no special instructions and/or documentation have been provided, will be translated in accordance with general usage. If the customer requires the use of special terminology, particularly in cases where the terminology is specific to the customer's company, it must explicitly indicate this at the time the agreement is entered into and make any such terminology available to Translators International B.V. before the work starts.
- 4.3 The customer will preferably make copies of documents available to Translators International B.V. Translators International B.V. does not accept any liability for damage to or the destruction of documents that have been made available by the customer.
- 4.4 Translators International B.V. will, if it considers this necessary, put questions to the customer and/or the person designated by the customer as the contact for such queries, in order to clarify terms, passages and/or illustrations in the source text.
- 4.5 Each source text must be written in accordance with the valid rules for spelling and punctuation and may only contain clear and unambiguous formulations.
- 4.6 Unless explicitly agreed otherwise in writing, Translators International B.V. may at its own discretion decide to have an order (or part of an order) performed by third parties, without diminishing Translators International B.V.'s responsibility to ensure that the agreement is executed in the proper manner.

5 Confidentiality

All activities are performed in accordance with the dictates of strict confidentiality, both by Translators International B.V. and by any third parties that Translators International B.V. involve in the execution of the agreement. All the parties that are involved in the agreement are bound by an obligation of secrecy. Translators International B.V. is however not liable for any breaches of confidentiality by its staff and third parties if it can establish a prima facie case that it was unable to prevent this breach of confidentiality.

6 Delivery

- 6.1 If no delivery date has explicitly been agreed beforehand, Translators International B.V. is, at its own discretion, entitled to determine a reasonable period in which the order will be executed.
- 6.2 All delivery dates quoted by Translators International B.V. are indicative. If Translators International B.V. establishes or expects that delivery on the agreed date will not be possible, Translators International B.V. must inform the customer of this immediately.
- 6.3 If a delivery date has been agreed, Translators International B.V. may delay the date of delivery by a reasonable period without further notification if the customer has made changes to the original agreement in the intervening period.
- 6.4 If an agreed delivery date is not met, the customer must grant Translators International B.V. a reasonable period of grace in order to fulfil the order. After expiration of this date, the customer is entitled to dissolve the agreement. Any such dissolution does not discharge the customer from its obligation to pay for the work that has already taken place. If the customer exercises its right to dissolve the agreement, Translators International B.V. is in no way obligated to pay damages.
- 6.5 Unless otherwise agreed, delivery will take place via e-mail, FTP data exchange, by fax and/or by normal post or courier, on fresh A4 paper and/or CD-ROM or DVD.
- 6.6 Delivery is considered to have taken place as soon as the documents have been posted, sent by e-mail, by FTP data exchange or by fax, handed over to a courier, or handed over to the customer.
- 6.7 Transportation takes place at the customer's risk, on the understanding that Translators International B.V. will replace documents that are damaged or go missing during transportation free of charge.

7 Fee

- 7.1 In principle, the fee is based on the word rates or hourly rates that are currently applied by Translators International B.V., unless explicitly agreed otherwise.
- 7.2 Translators International B.V. is entitled to increase the price that has been agreed if the text provided by the customer is unusually difficult to process, if the formulation of said text is not clear, or if the customer provides faulty computer software or data files such that more work is required or the costs are higher than Translators International B.V. could reasonably have expected at the time of entering into the agreement. The summary above is not a comprehensive enumeration.
- 7.3 If, after the date on which the agreement was finalised, one or more cost factors increase in price, including wages and salaries, employers' social charges and other conditions of employment, Translators International B.V. is entitled to increase the rates by a corresponding amount.
- 7.4 All the rates quoted are exclusive of Dutch value added tax and any other taxation that may be imposed by the government in relation to the agreement and the execution thereof.
- 7.5 Translators International B.V. reserves the right to alter its prices every year, based on the fluctuations in the consumer price index as published by the CBS (Dutch Central Bureau of Statistics).

8 Dissolution

If the customer fails to meet its obligations for whatever reason, also therefore in the event of bankruptcy, suspension of payments, or liquidation of the customer's company, Translators International B.V. is entitled to fully or partially dissolve the agreement or defer execution thereof. In such cases, Translators International may also demand immediate payment of all amounts owed.

9 Payment

- 9.1 Payment of all the amounts owed in respect of the agreement must be made in cash at Translators International B.V.'s offices, or by bank transfer of the amount due to one of Translators International B.V.'s bank accounts as listed on the invoice.
- 9.2 Invoices must be paid in full in the currency that is specified on the invoice within 30 calendar days of the date of invoice (or within a different term of payment indicated by Translators International B.V. in writing), without any deductions, offsetting against other payments or deferment.
- 9.3 In the event of late payment, the customer must pay an amount in compensation that is equivalent to the Dutch statutory rate of interest plus an extra 2 percentage points. In addition, all reasonable legal and extrajudicial debt collection costs incurred by Translators International B.V. will be charged to the customer, including in any event the costs of debt collection agencies, bailiffs and lawyers. These costs will amount to at least 15 (fifteen) percent of the amount owed.
- 9.4 Translators International B.V.'s administrative records will be taken to be correct when determining the monetary value of the reciprocal obligations of the parties ensuing from the agreement that has been entered into with Translators International B.V., unless the contrary can be proved by whatever means.
- 9.5 Translators International B.V. is entitled to demand payment in instalments for agreements that are in force for a significant period of time.

10 Complaints

- 10.1 The customer must inform Translators International B.V. in writing of complaints relating to the work that has been delivered as soon as possible, but in any event no later than 10 (ten) working days after delivery has taken place.
- 10.2 The customer is entitled to demand corrections to be made to the work that has been delivered within 10 (ten) working days of the date of delivery, if in its reasonable opinion, the work contains obvious errors. Translators International will make these corrections within a reasonable period of time and at no charge. Translators International B.V.'s duty to make corrections does not defer the customer's payment obligations. The customer's right to demand corrections or compensation lapses upon expiry of the term specified in this paragraph.
- 10.3 If correction is not possible in the reasonable judgement of Translators International B.V., or if the customer feels that the corrections that have been made are not acceptable and Translators International B.V. disputes this opinion, the text will be submitted to an expert third party (or expert third parties), who will be appointed by the mutual agreement of Translators International B.V. and the customer.
- 10.4 If the expert supports the opinion of the customer, Translators International B.V. will reduce the invoiced charge commensurately, i.e. by a reasonable amount in view of the error(s). In this instance, Translators International B.V. will pay for the costs of the third party. If the expert supports the opinion of Translators International B.V., the customer will pay the costs of the expert.
- 10.5 The customer forfeits its right to submit a complaint if it has processed the work that has been delivered, or had it processed.

11 Intellectual property

- 11.1 Unless explicitly agreed otherwise, Translators International B.V., or a translator working on Translators International B.V.'s instruction, retains the right of intellectual property in respect of the translation or correction work it has performed.
- 11.2 Translators International B.V. is not obliged to have any investigations carried out in relation to the intellectual properties rights attaching to the documents that have been submitted for translation. If Translators International B.V. is held liable for an infringement of the rights of intellectual property attaching to a text that has been translated by Translators International B.V. at the instruction of the customer, the customer is obligated to completely indemnify Translators International B.V. in this respect.

12 Legal liability

- 12.1 Without prejudice to the stipulations of the following paragraphs of this Article, Translators International B.V. may not be held liable for the consequences of Translators International B.V.'s failure to fulfil its obligations, or failure to properly fulfil its obligations or failure to fulfil them on time and Translators International B.V.'s liability may under no circumstances exceed the net amount that has been invoiced for the work delivered up to a maximum of 45,000 euro per incident or per series of related incidents.
- 12.2 Translators International B.V. cannot be held liable for errors that occur as a consequence of the customer's failure to provide correct and/or complete information, or as a consequence of erroneous source texts. Translators International B.V. may also not be held liable for errors in relation to source texts that do not satisfy the requirements stipulated in Article 4.5.
- 12.3 Ambiguity in the text requiring translation releases Translators International B.V. from all liability.
- 12.4 The spelling of names and addresses for documents that are not written in Latin script (Russian, Arabic, Greek, etc.) must be provided separately in Latin script. The same stipulations apply for partially legible names, addresses and numbers that are written in Latin script. Translators International B.V. accepts no liability for incorrect translations of such terms if the customer fails to meet the obligations specified in this paragraph.
- 12.5 Translators International B.V. cannot be held liable for trading loss, loss of profit or damages ensuing from the claims of third parties in respect of the customer.
- 12.6 Translators International B.V. can under no circumstances be held liable for damage caused by loss, destruction or damage of the manuscripts, documents, books and papers that have been entrusted to the care of Translators International B.V. Despatch and carriage of these items always takes place at the risk and expense of the customer.
- 12.7 Assessing whether or not a text that requires translation, or the translation, may potentially lead to personal injury takes place entirely at the risk and expense of the customer.
- 12.8 Translators International B.V. cannot be held liable for costs and/or damages caused by the use of information technology and telecommunication instruments, or caused by the transportation or transmission of data (carriers), or the presence of computer viruses in the files or information carriers delivered by Translators International B.V.
- 12.9 The customer indemnifies Translators International B.V. against all third party claims in respect of the infringement of property rights, patent rights, copyright or other rights of intellectual property in relation to executing the agreement.
- 12.10 The restrictions specified in this Article do not apply if the damage can be attributed to a serious and demonstrable error made by Translators International B.V.
- 12.11 Translators International B.V. is not bound by any clauses imposed by the customer that apparently obligate Translators International B.V. to pay a fine of whatever description or form.
- 12.12 Translators International B.V. is not obligated to compensate damage if delays in delivery are attributable to subjective force majeure, which includes in any event sickness of the person who has been contracted to carry out the work.

13 Force majeure

- 13.1 Translators International B.V.'s obligations are suspended in situations of force majeure. If the period of force majeure lasts for longer than 2 (two) months, both parties are authorised to dissolve the agreement without accepting any obligation to compensate damages. If the customer is a private individual, the authority to suspend performance as specified in this paragraph only applies insofar as the Dutch Civil Code empowers him or her to exercise this authority.
- 13.2 If Translators International B.V. has already partially fulfilled its obligations at the time the situation of force majeure arises, or is only capable of partially fulfilling its obligations, Translators International B.V. is entitled to separately invoice the work that has been done, or the work that has yet to be done, and the customer must pay this invoice as if it related to a separate contract.
- 13.3 Force majeure, as referred to in this Article, is defined as any circumstances outside the control of Translators International B.V. that prevent Translators International B.V. from fulfilling the agreement. This includes, among other things, sickness or the inability to work of a significant proportion of Translators International B.V.'s translators, fire, circumstances that prevent normal business operations at Translators International B.V., strikes at Translators International B.V. or at third parties contracted by Translators International B.V., transportation problems and errors made by the third parties contracted by Translators International B.V. and/or delays in their delivery.

14 Applicable law and disputes

- 14.1 Dutch law applies to all the agreements between Translators International B.V. and the customer and any disputes ensuing from these agreements.
- 14.2 The District Court of 's-Hertogenbosch, the Netherlands, is the competent court in such matters, notwithstanding Translators International B.V.'s right to submit the matter to the District Court in the customer's place of residence.
- 14.3 If there is any discrepancy between this translation and the original Dutch language version of these General Terms and Conditions, then the original Dutch text shall apply.

15 Registration and filing

- 15.1 Translators International B.V. is registered with the Kamer van Koophandel Oost-Brabant (Chamber of Commerce for East Brabant), the Netherlands, under number 17046443.
- 15.2 These General Terms and Conditions have been filed at the office of the Kamer van Koophandel Oost-Brabant (Chamber of Commerce for East Brabant), the Netherlands, under filing number 17046443 on 15/6/2007.