

General Terms and Conditions of Delivery L&L Documentation and Translation B.V.

Article 1 - General

These general terms and conditions apply to all legal relationships between L&L Documentation and Translation B.V. (hereinafter referred to as: the agency) and the commissioning party, to the exclusion of (general) terms and conditions adhered to by the commissioning party, unless the agency has agreed in writing to their application.

Article 2 - Offers and formation of the contract

- 2.1 General offers and quotations of the agency are free of obligation.
- 2.2 The contract is formed through written or verbal acceptance by the commissioning party of the offer from the agency or - if no offer was issued - through written confirmation by the agency of an assignment given by the commissioning party.
- 2.3 The agency may consider its commissioning party to be the person who gave the assignment to the agency, unless this person has expressly made it known that he acted on the instructions, in the name of and on behalf of a third party and on condition that the name and address of this third party are provided to the agency at the same time.
- 2.4 Agreements and promises made by representatives or staff of the agency only bind the agency after the agency has confirmed them expressly in writing.
- 2.5 If the agency reasonably doubts whether the commissioning party is able to meet its payment obligations, the agency is entitled, before commencing execution of the assignment or continuing its execution, to require adequate security from the commissioning party.

Article 3 - Modification and cancellation of assignments

- 3.1 If the commissioning party makes modifications other than of a minor nature to the assignment after the formation of the contract, the agency is entitled to adjust the delivery period and/or the fee or to refuse the assignment. In the last case, the commissioning party is obliged to pay the portion of the assignment already executed and the provisions of paragraph 3 of this article apply mutatis mutandi.
- 3.2 If the commissioning party cancels an assignment, the commissioning party is obliged to pay in full the portion of the assignment that has already been executed. Moreover, the commissioning party, if applicable, must pay a fee based on an hourly rate, for research work already performed for the rest of the assignment. The agency is not required to provide the commissioning party with the work already produced. If the work already produced is made available, the quality is not guaranteed.
- 3.3 If the agency has reserved time for the execution of the cancelled assignment, the agency can charge the commissioning party a payment of 50% of the fee for the portion of the assignment that was not executed.

Article 4 - Execution of assignments and confidentiality

- 4.1 The agency will treat the information provided by the commissioning party in confidence in so far as this is possible in connection with the execution of the assignment. The agency will oblige its employees to maintain confidentiality.
- 4.2 Unless expressly agreed to the contrary, the agency is authorised to have an assignment executed (partly) by third parties, subject to the responsibility of the agency for the confidential handling and proper execution of the assignment. The agency will oblige the third party in question to maintain confidentiality. The agency is nevertheless not liable for infringement of the obligation of confidentiality by these third parties if the agency can demonstrate plausibly that it could not prevent this infringement.
- 4.3 The commissioning party is obliged to provide on request, if possible, an explanation of the contents of the text to be written or translated and, if present, make any relevant documentation and terminology available to the agency. The dispatch of the information referred to always occurs at the risk and expense of the commissioning party.

Article 5 - Delivery date and time of delivery

- 5.1 The agreed delivery date is a target date, unless otherwise expressly agreed in writing. As soon as the agency observes or expects that delivery within the specified time is not possible, the agency is obliged to inform the commissioning party of this without delay.
- 5.2 In the event of attributable failure of the agency to meet the expressly agreed delivery date, the commissioning party is entitled to unilateral termination of the contract, provided that the execution can no longer reasonably be expected. The agency is in that case not liable to pay any compensation. This termination does not affect the obligation of the commissioning party to pay the portion of the assignment already executed.
- 5.3 The delivery is deemed to take place at the time of dispatch. The moment of posting, handing over to the courier or, in the case of electronic dispatch (fax, email, modem, FTP, etc), the moment at which the medium completes the dispatch, are considered to be the time of dispatch.
- 5.4 In connection with the performance of the contract by the agency, the commissioning party is obliged to do everything that is reasonably necessary or desirable to make timely delivery by the agency possible.
- 5.5 The commissioning party is obliged to cooperate fully in the delivery of the work carried out in accordance with the contract with the agency. The commissioning party will furthermore be in default without notification if he refuses to accept the work, in which case the provisions of article 6.5 apply mutatis mutandi.

Article 6 - Fee and payment

- 6.1 The fee is based in principle on the current word, line, hour or page rate of the agency, unless otherwise agreed. Besides its fee, the agency can also charge the commissioning party for the disbursements attached to the execution of the assignment. A minimum rate (per language combination) can be charged for each assignment.
- 6.2 The fee that the agency specifies for the work to be carried out applies solely to the work in accordance with the agreed specifications.
- 6.3 The agency is entitled to raise the agreed price if the commissioning party supplies extra labour-intensive text, unclear copy, faulty computer software or data files that necessitate more work or expenses than the agency could reasonably expect when entering into the contract. The above list is not exhaustive.

6.4 All amounts are given exclusive of VAT [BTW].

- 6.5 Invoices must be paid no later than within 30 calendar days of the invoice date (or within a different period specified in writing by the agency), without any discount, settlement or suspension, in the currency in which the statement was drawn up. In the event of late payment, the commissioning party is immediately in default de jure, in which case the commissioning party owes the legal interest, plus 2 percentage points, on the invoice amount, from the date of default to the moment of full payment.
- 6.6 In the event of extrajudicial collection costs, a collection fee of 15% applies to the first EUR 2,500 of the main amount with interest, and a fee of 10% to the excess, with a minimum of EUR 100 per invoice.

Article 7 - Complaints and disputes

- 7.1 The commissioning party must lodge complaints about the delivered work to the agency in writing as soon as possible, but no later than ten working days after delivery. Expressing a complaint does not release the commissioning party from its obligation to pay.
- 7.2 If the commissioning party disputes the correctness of certain writing and translation solutions and asks the agency for comments and if the agency can then demonstrate plausibly that the texts are not incorrect, the agency is entitled to charge the commissioning party in full for the extra hours worked and other costs incurred in connection with this.
- 7.3 If the commissioning party, after the end of the period specified in paragraph 7.1, has not expressed a complaint, he is deemed to have accepted the delivered work fully and complaints are only handled if the agency deems this desirable for reasons of its own. Changes by the agency to any part of the written, translated or edited text at the request of the commissioning party do not mean that the agency acknowledges that a faulty performance was delivered.
- 7.4 If the complaint is founded, the agency is entitled to improve or replace the delivered work within a reasonable time frame; if the agency cannot reasonably satisfy the requirement of improvement or replacement, it may offer a price reduction.
- 7.5 The right of the commissioning party to submit complaints lapses if the commissioning party has edited the part of the delivered work to which the complaint pertains, regardless of whether he has subsequently passed the work on to a third party.

Article 8 - Liability and indemnification

- 8.1 The agency is only liable towards the commissioning party for damage that is the direct and demonstrable result of a shortcoming attributable to the agency. The agency is never liable for all other forms of damage, such as indirect damage, consequential damage, direct trading loss, loss due to delay, personal injury and loss of profits.
- 8.2 The liability of the agency is in any event limited to the invoice value, excluding VAT, of the part of the assignment in question that has already been invoiced and/or delivered. The liability of the agency is moreover limited in all cases to an amount of EUR 45,000 per occurrence or per series of connected occurrences.
- 8.3 The agency is not liable for damage to or loss of the documents, information or information carriers made available for the performance of the contract. Nor is the agency liable for costs and/or damage that have arisen as a result of the use of information technology and means of telecommunication or as a result of the transport or dispatch of information (carriers) or the presence of computer viruses in the files or information carriers delivered by the agency.
- 8.4 The commissioning party indemnifies the agency against all claims from third parties arising from the use of the delivered work.
- 8.5 The commissioning party also indemnifies the agency against all claims from third parties due to alleged breach of property rights, patent rights, copyrights or other intellectual property rights in connection with the performance of the contract.

Article 9 - Termination and force majeure

- 9.1 If the commissioning party does not satisfy his obligations, if the commissioning party is declared bankrupt or files for bankruptcy, if the commissioning party has applied for a moratorium or it is granted to him, if, with respect to the commissioning party, a statutory debt restructuring scheme for natural persons is declared applicable to him, or in the event of liquidation of the business of the commissioning party, the agency, without being liable to pay any compensation, is authorised to terminate the contract fully or partially or to suspend its performance. The agency can in that case claim immediate payment of the amount owed to it.
- 9.2 If the agency is no longer able to fulfil its obligations due to circumstances that are not at its risk or that are beyond its control, the agency, without being liable to pay any compensation, is entitled to terminate the contract. Such circumstances (force majeure) include at any rate but are not confined to fire, accident, illness, strike, riot, war, terrorist attacks, obstacles to transport, government measures, disruptions to the services of internet providers, negligence of suppliers or other circumstances upon which the agency cannot exercise influence.
- 9.3 If the agency, as a result of force majeure, must cancel the further performance of the contract, it retains the right to payment of the work performed up to that moment and the costs incurred and disbursements paid.

Article 10 - Copyright

Unless otherwise expressly agreed in writing, the copyright on texts and translations produced by the agency passes to the commissioning party at the moment the commissioning party has paid in full all its financial and other obligations towards the agency pertaining to the assignment in question.

Article 11 - Applicable law

All legal relationships between the commissioning party and the agency are governed by Dutch law. In the case of versions of these general terms and conditions in a language other than Dutch, the Dutch text will prevail.