

Definition of termsArticle 1

- 1 TVcN BV, with its registered office in Amsterdam, filed in the trade register under number 72329025, is the user of these general terms and conditions and shall be hereinafter referred to as: "we".
- 2 The term, 'Customer' refers to any natural or legal person/entity to whom we direct our offers, and the legal entity from whom we receive the assignment to supply interpreting and/or translation services, or with whom we enter into an agreement.
- 3 The term, "Agreements" shall apply to all agreements entered into with us to supply interpreting and/or translation services.

Applicability of the terms and conditionsArticle 2

1. These standard terms and conditions apply to all offers/price quotations (including supplements), rate specifications and agreements between us and the customer, to the exclusion of the customer's standard terms and conditions.
2. Additions and/or changes to the agreement concluded with us and these standard terms and conditions and/or acceptance of the customer's standard terms and conditions may be made, and will only be legally valid, with our written consent.

Offers and conclusion of the agreementArticle 3

- 1 All our offers and/or price quotations (including supplements) and rate specifications will be issued by us in writing and are without obligation. We reserve the right to retract the offer before the deadline has passed even in instances when our quotation includes a deadline for acceptance.
- 2 All our quotations are based on the fulfilment of the agreement by a third party contracted by us under normal circumstances and during the hours of work agreed with the customer.
- 3 Any agreement to produce a translation shall not be established until we have definitively accepted the order after having seen text to be translated.
- 4 The agreement shall be established after the customer has accepted our offer and we have stated that the order has been definitively accepted, which will always be subject to the availability of interpreters and/or translators.
- 5 The agreement shall only be established with our final acceptance. We may withdraw our quotation at any time before such acceptance, including in instances when the customer has already indicated their acceptance of the quotation.
- 6 The above shall also apply if the customer has provided us with an order without our having quoted for such an order beforehand.
- 7 If acceptance of our offer by the customer is on a different basis from our offer, this will be deemed to be a new offer from the customer and a rejection of our offer, even if the differences relate to minor points.
- 8 We may regard the entity who sends us the assignment

as our customer, unless this entity has explicitly stated that it is acting on the order of, on behalf of and for the account of a third party and has provided us with the name and address of this third party at the same time.

- 9 If we have reasonable grounds to doubt the ability of the customer to fulfil his payment obligations, we shall be entitled, before starting on or proceeding with an order, to demand adequate surety from the customer in respect of his payment obligations.

Changes to and cancellation of ordersArticle 4

- 1 If, following the conclusion of the agreement, the customer makes changes and/or additions to the order, other than those of a very limited nature, as assessed by us, we reserve the right to adjust the term(s) and/or the agreed price or to reject the proposed changes.
- 2 Any changes to the agreed conditions of the order following the conclusion of the agreement will become effective only after we have accepted and confirmed them in writing.
- 3 If an order provided by the customer is withdrawn before its completion, the customer shall be obliged to pay the compensation quoted in our rates. Any work that has already been completed will be made available to the customer.

Fulfilment of contractsArticle 5

1. In providing interpreting and translation services we seek to ensure that our service is of the highest possible quality. An independently operating and qualified translator or interpreter will be contracted to fulfil the order. The order will be fulfilled to the best of this supplier's knowledge and ability, applying the necessary skills and expertise. However, we cannot vouch for the achievement of any envisaged final product.
2. If the customer specifically requires that certain terminology be used, especially terminology preferred within his organisation, he will have to indicate this explicitly when providing the assignment. A list with preferred terminology should be made available to us.
3. The customer shall be obliged to provide, at our request, further explanation of the content of the order and, if available, to provide other relevant documentation and important terminology. The transmission and content of the relevant information shall always be at the customer's risk and expense.
4. We are bound to act on reasonable instructions provided in writing in good time concerning the fulfilment of the interpreting and/or translation tasks, but only to the extent that our independence is not compromised. We are not bound to have translation tasks fulfilled exclusively by sworn translators, nor are we bound to have our services provided exclusively by certified or provisionally certified interpreters or translators.
5. In case of a written translation, the customer must

ensure that a clearly legible text is provided. If this is not possible, we shall be permitted to charge a higher rate at our discretion.

6. The customer must take care to ensure normal, acceptable conditions under which the interpreting services can be fulfilled at his or other premises. The customer must always ensure that the conditions meet the requirements set by working conditions legislation.
7. It is assumed that significant elements in a translation, such as monetary amounts, figures, technical and medical terms, will be checked by the customer for accuracy.

Provision of service

Article 6

1. Any agreed delivery time and/or completion date is a target time, unless expressly agreed otherwise in writing. As soon as we establish or anticipate that delivery or completion on time will not be possible, we will notify the customer without delay. If we have not agreed a delivery time and/or a completion date with the customer, we have the right to determine ourselves, within reason, the time within which the agreement will be fulfilled. Any date or time specified shall never be taken as a deadline. The customer shall always be obliged to give us notice of default and to give us a reasonable period within which to fulfil the agreement.
2. In case of an attributable failure to meet the expressly agreed delivery deadline or completion date, the customer is entitled to unilaterally dissolve the agreement, provided that execution can no longer reasonably be expected. In that case we are not bound to provide any form of compensation. Dissolution of the agreement shall not release the customer from the obligation to pay for the part of the order that has already been fulfilled.
3. In the event that the agreement is changed, we shall, at all times, be entitled to extend the agreed delivery time and/or completion date within reason without further notification.
4. We will notify the customer without delay of the completion of the work.
5. A completed translation shall be deemed to have been delivered at the time of dispatch. The time of dispatch shall be the time at which it is put in the post, handed to a courier or, in the case of electronic transmission (fax, e-mail, modem, FTP, etc.), the time at which the medium has completed the transmission.
6. We deliver completed translations in the manner agreed. In the event that we deliver a completed translation digitally, it will be supplied once only without guarantee and without any obligation to provide a replacement. We may never be held liable for any losses resulting from the use of diskettes provided by us, or for losses (including the transmission of viruses) caused by the customer's medium.
7. We are not obliged to deliver the translation in parts, unless otherwise agreed in writing.
8. In connection with the execution of the agreement, the

customer is obliged to do everything reasonably necessary or desirable to enable us to deliver on time.

9. The customer is bound to cooperate fully in enabling us to deliver the service provided for in the agreement. The customer will also be held to be in default, without being given notice of such, if he refuses to take receipt of the delivery, in which case the provisions in Article 11 (Payment) shall apply accordingly.

Complaints

Article 7

1. Our complaints procedure is applicable in the event of a complaint. The details of the complaints procedure will be communicated to the customer within the designated time period. Complaints must always be submitted as soon as possible after a problem has been identified. The expression and submission of a complaint does not release the customer from his payment obligation.
2. If the complaint relates to an invoice issued by us, it must be submitted within two weeks of the invoice date. If the complaint relates to an interpreting service, it must be submitted to us within five working days from the provision of the interpreting service. If the complaint relates to a translation, the customer must notify us of objective mistakes in the translation within five working days of delivery of the translation. These objective mistakes in the translation will be corrected by us free of charge. If we are notified of mistakes after this deadline, correction of these mistakes will no longer be free of charge.
3. Complaints and claims in relation to a translation will not be upheld if they occur as a result of ambiguity in the text for translation.
4. Complaints about invoices can be submitted to our finance department. Complaints about our service or the interpreter or translator who did the work can be submitted to the customer relations department.
5. If the complaint is well-founded, we will, if possible, improve or replace the service within a reasonable period of time. If we are no longer reasonably able to fulfil the request to improve or replace the service, we may agree to a reduction in the price.
6. The customer's right to submit complaints will lapse if the customer has edited, or has had edited, the part of the delivered text to which the complaint relates, or has subsequently delivered the text to a third party.

Confidentiality

Article 8

- 1 We are bound to maintain confidentiality with respect to all private information that comes to our notice in connection with fulfilling the agreement. We will place a duty to maintain confidentiality on our employees. Moreover, third parties contracted by us will also be reminded of their duty to maintain strict confidentiality in relation to information they receive. We cannot, however, be held liable in the unlikely event of any breach of confidentiality by third parties.

Intellectual property/copyrightArticle 9

1. Unless expressly agreed otherwise in writing, the copyright of the translations produced shall pass to the customer at the moment at which the customer fully meets all his financial and other obligations relating to the order concerned.
2. The customer indemnifies us against third parties claims for alleged infringement of proprietary, patent, copyright or other intellectual property rights in connection with the execution of the agreement.

Prices, ratesArticle 10

- 1 The prices and/or rates specified by us are exclusive of sales tax and any other government taxes applicable to fulfilment of the agreement and are based on fulfilment of the agreement under normal circumstances and during normal office hours from Monday to Friday, 8 am to 7 pm. We apply a surcharge as specified in our rates list when work is outside office hours, i.e. on Saturdays, Sundays and bank holidays. Invoicing is on the basis of actual costs and based on the reserved time slot. If the actual interpreting time exceeds the reserved time slot, we will invoice you for the actual interpreting time in minutes.
- 2 The prices and/or rates specified by us shall apply exclusively to fulfilment of the agreement in accordance with our quotation and/or the details of the agreement. If any changes are made to the agreement, we shall be entitled to charge for these changes in conformity with our usual rates. We shall be entitled to increase the agreed price if the customer supplies additional editable text, unclear copy, corrupted computer software and/or data files that require further work on our part or cause us to incur costs other than those we could reasonably have anticipated at the time of entering into the agreement. The above is not an exhaustive list.
- 3 All travel, accommodation and other expenses will be charged to the customer, unless otherwise expressly agreed with us in writing.
- 4 The prices and/or rates mentioned in paragraph 1 can be increased annually.

PaymentArticle 11

1. Unless otherwise expressly agreed with us in writing, payment must be made without any discount and/or deduction and/or offsetting. Suspension of payment on the grounds of an asserted (counter)claim will not be permitted. Payment must be made by transfer to our giro or bank account in the currency stated on the invoice.
2. Payment must be made within thirty days of the invoice date, unless otherwise agreed in writing.
3. In the event of late payment, the customer will be in default immediately and without notice of such. This will mean that the customer will owe statutory interest on the invoice amount from the date of default until the moment of payment in full. We shall then also be entitled, without giving further notice of default, to charge the customer for all costs, both legal and out-of-court. The out-of-court expenses shall be equivalent to at least 15% of the outstanding principal sum, subject to a minimum of €75.00 per invoice.
4. Payments made by the customer will always be in fulfilment of all interest due, costs and then of the payable invoices that have been outstanding the longest, even if the customer states that the payment relates to a later invoice.
5. We shall be entitled, at all times, to demand payment in advance of a portion of the price for the fulfilment of the agreement. If the customer is not willing to pay part of the price in advance, we shall, after giving the customer notice in

writing to pay part of the price in advance, be entitled to suspend work on the order. In that case, any agreed deadline, within which the service or part of the implementation of the agreement was due to be completed, will lapse. If the customer does not pay us the amounts due within the set payment term, we shall be entitled to suspend our translation services and/or work, both without further notice of default and with immediate effect. We shall be entitled to retain any completed parts of the work held by us and shall have the right to retain all items to which fulfilment of the agreement relates and that are held by us.

LiabilityArticle 12

- 1 We shall be liable to the customer for any attributable shortcoming in the fulfilment of the order, to the extent that the shortcoming stems from not applying the level of care or expertise that could be expected in the fulfilment of the order. We are, however, not liable for: a) damage to the customer or third parties resulting from the provision of incorrect and/or incomplete data to us, or information by or on behalf of the customer b) damage caused to the customer or third parties as a result of an act or omission by third parties engaged by us (our own staff members excluded) c) any consequential damage suffered by the customer or third parties which includes, among other things, trading loss, indirect damage, loss due to delays, lost profit d) claims brought against the customer or third parties due to ambiguities in texts or sentences.
- 2 Our liability for shortcomings in the fulfilment of the work and for wrongful acts shall be limited to the one-off amount that the customer has paid to us as a fee (excluding sales tax) and/or the customer is due to pay in respect of the work which gave rise to the loss or in relation to which the loss arose.
- 3 Insofar as our work relates to communication between the customer and a third party (e.g. patient, client) regarding, or in connection with, the patient's physical situation, we endeavour to perform our work as well as possible, but we cannot be held liable, in any way whatsoever, for personal injury in relation to the aforementioned work.

The assessment of the question as to whether the use of a text for translation or editing, or its translated or edited version, entails any risks of physical harm shall be a matter solely for the customer. To the extent that we are held to be liable for losses caused by death or physical injury, our liability shall be limited to the amount paid out in this matter under our insurance policy.

- 4 The customer is obliged to indemnify us against third party claims arising from, or related to, our work on behalf of the customer.
- 5 We shall not be held liable for any damage or loss in relation to documents, information or information carriers made available for the fulfilment of the agreement. Nor shall we be held liable for costs or losses arising from the use of information technology and modern telecommunication methods or from the conveying or transmission of information (carriers) or the presence of computer viruses in the files or information carriers provided by us.
- 6 In any event, and in all cases, our liability is limited to €45,000 per incident or per connected series of incidents per year.

Force majeure

Article 13

- 1 If, due to force majeure, we are unable to fulfil the agreement in full or in part or are able to fulfil it only after a delay, the customer must give us the option, without being able to claim compensation, to dissolve the agreement ourselves or to inform us of a reasonable period within which to fulfil our obligations, whereby the customer has the right to dissolve the agreement after giving us notice of default. The customer shall, in any event, be obliged to give us a period of two weeks in which to respond.
- 2 We understand force majeure to mean any circumstance outside our control that prevents the normal fulfilment of the agreement. Circumstances that give rise to force majeure shall, in any event, include the inability to fulfil the order due to impediments caused by third parties contracted by us, as well as the inability to do so ourselves through sickness, strikes, power cuts, traffic disruption, problems with transmission, post and/or telecommunications.

Dissolution

Article 14

1. If the customer does not, despite being given notice and a reasonable time period, fulfil any (payment) obligation arising under any agreement concluded with us or does not fulfil it properly or on time, as well as in the event of suspension of payment, bankruptcy, winding up, dissolution of the legal entity or liquidation of the customer's business, or when debt restructuring of natural persons is declared to apply, we shall be entitled to dissolve the agreement, in full or in part, without giving notice of default, without legal intervention

and without being liable to pay any compensation to the customer. We may then demand immediate fulfilment of all obligations towards ourselves.

Data privacy

Article 15

1. TVcN processes personal data if there is a legitimate and specific purpose for this. Personal data shall be handled carefully and securely. TVcN processes data in accordance with (privacy) laws and regulations, including the General Data Protection Regulation. The complete privacy notices, including the right to access and rectify personal data, are available on the TVcN website

Resolution of Disputes

Article 16

1. Dutch law shall apply to all agreements.
2. Disputes will be submitted to the competent court in Almelo. Proceedings may not be instituted with the court until the complaints procedure in Article 7 has been followed to its conclusion.