

# General Terms and Conditions

## 1. Definitions

**Offer:** Each and every proposal, offer, quotation and similar containing a price and/or delivery period for translation services, interpretation services, project management services or similar services.

**Agreement:** Any and all agreements for the delivery of translation services, interpretation services, project management services or similar services concluded or to be concluded with the Contractor.

**Client:** The natural person (private individual) or legal entity who contracts the Contractor to perform translation services, interpretation services, project management services or similar services.

**Contractor:** Translation agency Snelvertaler B.V., also trading as Fasttranslator, Snelvertaler, Tolkdirect, Schnellübersetzer, Tradutorrapido, Tradutorexpresso, Snabböversättare, Hurtigoversætter, Hurtigoversetter, Traductorexprés, Pikakääntäjä, Tradutorexpresso, Budgettranslations, Traductorexpres, Traduzionirapide, Traducteurexpress, and Tradutorrapido, having its corporate seat in Almere, the Netherlands, and registered in the Dutch trade register under number 39088569 with RSIN (Legal Entities and Partnerships Identification Number) 814152016. The aforementioned enumeration of trade names is not exhaustive.

## 2. Offer and conclusion of the Agreement

1. An Offer of the Contractor is subject to contract and can always be revoked or adjusted.

2. An Agreement is concluded after the Contractor has confirmed the written or oral acceptance of the Offer by the Client to the Client definitively. The conclusion of the Agreement takes place subject to availability of translators, interpreters and/or project managers. Prior to the definitive confirmation the Contractor can always revoke an issued Offer, also if the Client has already notified to accept the said proposal. If the Offer contains a time limit for acceptance, the said proposal can equally be revoked by the Contractor prior to the expiry of the indicated time limit. In writing is also understood as by facsimile, email and/or online acceptance through one of our websites or via an order button in a PDF offer, email or website.

3. An Offer can also be revoked or changed if the Contractor, prior to the issue of the Offer, has not been able to inspect or assess the complete text to be translated or edited or if it becomes apparent, after acceptance of the Offer, that the Offer is based on incorrect information, whether or not made available intentionally.

4. The information and service descriptions in brochures, catalogues, circular letters, advertisements, price lists or in the documents that pertain to the Offer shall only have binding effect if the exact compliance with the same is expressly stipulated in the Agreement or if reference is made to the said documents in the Agreement.

5. Unless the Client expressly indicates with the acceptance of the Agreement that it acts on the instruction, in the name and/or at the expense of a third party and provided that the name and address details of the said third party were made available in advance and provided that the said third party confirmed in writing to act in the capacity of Client, the Contractor shall be entitled to qualify the person who confirmed the Agreement as the Client.

6. If the Contractor has reasonable doubts as to whether the Client shall be able to comply with its payment obligations then the Contractor shall be entitled to require additional security before commencing or continuing the implementation of the Agreement.

## 3. Delivery, period and time of delivery

1. The stipulated delivery period is observed by the Contractor, unless the Contractor has demonstrably ended up in a situation of force

majeure. The stipulated delivery period is always a target period and never a fatal deadline, unless expressly stipulated otherwise in writing.

2. As soon as it has become apparent that due to circumstances delivery within the specified time is not possible, the Contractor shall be held to forthwith inform the Client accordingly.

3. In the event that no delivery period is stipulated, the Contractor shall reasonably set it.

4. The delivery to the Client is deemed to take place at the verifiable time of despatch via email, post or facsimile (and the like) or surrender to a courier.

5. The Contractor is not held, but is authorised, to potentially deliver translations in instalments.

6. In connection with the implementation of the Agreement by the Contractor, the Client is held to do everything that is reasonably required to enable delivery by the Contractor within the specified time.

7. The Client is held to check the translated text upon receipt in order to ensure that it is free from defects and that it can be used for the specific situation, before the translation is being used for other purposes.

## 4. Change or cancellation of a contract

1. If after the conclusion of the Agreement the Client implements changes or additions, other than of an insignificant nature, the latter at the discretion of the Contractor, then the Contractor reserves the right to adjust the delivery period(s) and/or the fee.

2. Potential changes in the stipulated conditions of the contract, after conclusion of the Agreement, shall only take effect after written confirmation by the Contractor.

3. If an Agreement is cancelled (early) by the Client then the Client is liable to effectuate payment in full of the stipulated amount of the part of the contract that has already been performed. Moreover, the Client shall be liable to pay compensation for already performed project management activities for the remaining part, on the basis of the then applicable hourly rate. The Contractor shall make the already performed work available to the Client, without quality guarantee.

In addition, the Contractor can claim compensation from the Client equal to 50% of the fee for the part of the Agreement that has not been implemented or 50% of the contract value if the Contractor reserved time for the implementation of the relevant Agreement or has already awarded a translation contract to a translator. The scope of a potential price reduction shall be at the discretion of the Contractor.

4. If the Agreement regards an interpretation contract and the Client cancels, for any reason whatsoever, the Agreement prior to the start of the said interpretation contract then the Client shall be held to compensate the Contractor as follows for the costs:

- If the cancellation takes place within 48 hours prior to the start time of the interpretation contract: the complete fee consisting of the scheduled interpretation time in full plus general expenses, including but not limited to incurred travel and subsistence expenses, expenses potentially incurred in connection with the preparation of the interpreter and brokerage costs;

- If the cancellation takes place more than 48 hours, but less than 168 hours (one week), before the start of the interpretation contract: the complete fee consisting of the potentially incurred travel and subsistence expenses, expenses incurred in connection with the preparation of the interpreter and brokerage costs;

- If the cancellation takes place more than 168 hours (one week) prior to the start of the interpretation contract: The Contractor reserves the right to charge potentially incurred reasonable preparation costs consisting of the expenses in connection with the preparation of the interpreter and brokerage costs.



## 5. Performance of contracts and confidentiality

1. The Contractor commits in respect of the Client to provide, to the best of its knowledge and ability, for expert performance of the activities. However, the Contractor does not guarantee the realisation of a proposed result, hence a result obligation is out of the question.

2. The Contractor is entitled to hire third parties for the implementation of Agreements, without prejudice to the responsibility of the Contractor for correct implementation of and compliance with the Agreement. In case of urgent translations that necessitate the distribution of the services over various translators, uniform terminology cannot be guaranteed.

3. In connection with the required quality level of the implementation of the Agreement by the Contractor, the Client is held to make information about the text to be translated required for performance of the activities available in a timely fashion, including and where available specific terminology and relevant documentation.

4. The Contractor is not held to exclusively have translation activities performed by sworn translators and is not held to exclusively have its services performed by certified interpreters or translators, unless expressly stipulated otherwise in writing.

5. The Contractor shall handle information made available by the Client strictly confidentially. The Contractor shall draw the attention of third parties hired to their obligation to handle obtained information strictly confidentially. The Contractor can, in the unlikely event, not be held liable for a violation of the confidentiality obligation by third parties.

6. The Client receives the translation in the stipulated form.

7. In the event of an interpretation service, the Client provides for normal and good conditions under which the interpretation service must be carried out at its location or elsewhere. The Client shall, in any case, ensure that the working conditions comply with the statutory requirements in the area of working conditions.

## 6. Fee, payment and collection costs

1. The fee is based on the word and/or hourly rate applied by the Contractor or on the Offer issued by the Contractor and accepted by the Client.

2. A minimum fee applies to each and every Agreement, unless stipulated otherwise in writing.

3. The Contractor is entitled to index its rate periodically.

4. Unless stipulated otherwise, the prices are in euros.

5. The Contractor is entitled to, in addition to the standard rate, apply a surcharge if the source text to be translated is particularly laborious or of a specialist nature or if the translation needs to be delivered with extreme urgency. The Contractor is also entitled to apply a surcharge if the Client supplies extremely laborious texts or unclear data files that necessitate more activities or costs on the part of the Contractor than it could reasonably anticipate upon the conclusion of the Agreement. The aforementioned enumeration is not exhaustive.

6. Any and all rates are exclusive of the statutorily applicable turnover tax, unless indicated otherwise.

7. The invoice amount must have been credited to the account of the Contractor within thirty days after the date of the invoice, without deduction of prompt payment discount. In case of late payment the Client shall immediately, and without notice of default, be in default. In case of default the Client shall be liable to pay the statutory commercial interest and other administrative and/or (extrajudicial) collection costs of the collection agency hired by the Contractor. In case of default the Contractor shall be entitled to suspend other services and/or activities for the Client with immediate effect, until all aforementioned amounts and costs have been paid in full.

## 7. Complaints and disputes

1. Complaints about delivered translations must be communicated to the Contractor as soon as possible, however at the latest within 14 days after delivery, in writing and with substantive arguments and detailed substantiation, after which the complaints procedure shall be explained to the Client. The submission of a complaint shall by no means release the Client from the payment obligation.

2. If the Client, after expiry of the time limit as intended in article 7.1, did not submit any complaints then the Client is deemed to have accepted the delivery in its entirety and complaints shall exclusively be handled at the discretion of the Contractor.

3. In case of a complaint or dispute, the Contractor shall communicate its formal standpoint, also on the basis of comments of expert third parties.

4. If the Contractor deems the complaint to be founded, either in whole or in part, then the Contractor shall make every effort to remedy the complaints. As the occasion arises, the Contractor shall be entitled to improve or replace the delivered work within a reasonable period of time or to grant a price reduction if improvement or replacement is not possible or appropriate, all at the discretion of the Contractor.

5. The right of the Client to submit complaints expires if the Client adjusted the part of the delivery to which the complaint is related, or had it adjusted, irrespective of the fact whether the Client subsequently supplied on the delivery.

6. Changes made by the Contractor in already translated texts, whether or not at the request of the Client, do not imply acknowledgement of an inferior performance.

## 8. Liability and indemnification

1. The Contractor can only be held liable by the Client for damages that are the direct and demonstrable result of a failure attributable to the Contractor. The Contractor shall not be liable for any other forms of damages, e.g. trading losses, consequential damages, and lost profit, of the Client or of third parties. The Contractor releases itself from any and all liability for ambiguous elements in the source text.

2. The liability of the Contractor shall, in any case, be limited to the amount equal to the fee charged, exclusive of VAT, for the relevant contract, in all instances capped at €20,000 per event or per related series of events.

3. The risk of adverse consequences, including bodily harm or commercial damages, of the use of texts translated by the Contractor is vested in the Client. The Client is deemed to check essential text elements in a translation delivered by the Contractor, e.g. monetary amounts, values, technical, medical, legal, financial-economic or other specialist terms, on account of the fact that the Contractor provides translations to the best of its knowledge and ability, however the Contractor can by no means exclude omissions. The assessment as to whether (the use of) a text to be translated or edited or the translation or editing of the same delivered by the Contractor brings about certain risks shall entirely remain at the risk and expense of the Client.

4. The quality and accuracy of a machine translation can differ considerably on a text-by-text basis and between various language combinations. The Contractor does not guarantee the correctness and does not accept any liability whatsoever for potential errors. It may not be possible to translate certain content (e.g. images, videos, files, etc.) due to technical restrictions. The use of a machine translation or editing of the same delivered by the Contractor shall remain entirely at the risk and expense of the Client, irrespective of the fact if post-editing has been applied.

5. The Contractor shall not be liable for damage to or loss of documents, information or data carriers made available by the Client. The Contractor shall neither be liable for damages arising as a result of the use of information technology, internet, and means of telecommunication or as a result of the transport or the despatch of information (data carriers), including the risk or the consequences of viruses, Trojan horses, spam email or the like.

6. The Client indemnifies the Contractor against claims of third parties related to alleged infringement of ownership rights, patent rights, copyrights or intellectual property rights, in connection with the Agreement.

## 9. Rescission

1. If the Client does not comply with its obligations, is declared to be insolvent / bankrupt or a winding-up petition / application for bankruptcy is filed in respect of the Client, the Client applied for or was granted suspension of payment, if the debt management scheme for natural persons is declared applicable to the Client or in

case of liquidation of the business of the Client, the Contractor shall, without being liable to pay compensation, be authorised to rescind the Agreement, either in whole or in part, or to suspend implementation of the same. The Contractor can, as the occasion arises, claim immediate payment of its relevant claims.

2. If the Contractor cannot comply with its obligations due to extraordinary circumstances that are beyond the control of the Contractor then the Contractor shall, without being liable to pay compensation, be authorised to suspend or to rescind the Agreement. Extraordinary circumstances do, in any case, include the circumstances that are beyond the control of the Contractor, e.g. fire, an accident, sickness, inability of third parties hired by the Contractor, industrial action, riots, war, transport difficulties, internet, telecommunication and network failures, and official measures.

#### 10. Copyrights

1. Unless expressly stipulated otherwise in writing, the Client acquires the copyrights in respect of the translations and texts produced by the Contractor at the moment that the Client has complied in full with any and all financial and other obligations with regard to the relevant Agreement.

2. In the event that a translation memory is used as a tool, the Contractor shall ensure that no confidential information shall be reproduced when storing and re-using parts of the source texts from the translation memories. The content of machines for machine translations regards the relationship between the use of words in sentences that are used for algorithmic purposes. Hence, linguistic resources can never be obtained from a trained machine translation machine. To the extent that rights, e.g. copyrights or database rights, derive from the use of translation memories they belong to the Contractor, unless expressly stipulated otherwise in writing.

#### 11. Applicable law

1. Dutch law is exclusively applicable to the legal relationships between the Client and the Contractor, unless stipulated or statutorily determined otherwise. Any and all disputes are subject to the opinion of the competent Dutch court. If the Client holds the Contractor legally liable then this must always take place in the Netherlands. Vice versa, the Contractor reserves the right to institute legal proceedings against the Client before its local court.

#### 12. Privacy and personal data

1. With regard to the implementation of the Agreement, the Contractor may receive and store confidential information and personal data of the Client. The said information is handled strictly confidentially by the Contractor and stored in secure systems in conformity with the applicable legislation. The said information and personal data can be forwarded to the entities affiliated with the Contractor, to third parties and subcontractors hired (e.g. translators in the capacity of data processor) who provide services on behalf of the Contractor, and in all other instances where we can be held to do so, e.g. in pursuance of a judicial ruling. Information (personal data) can be forwarded to locations abroad, including countries that do not dispose of comprehensive privacy legislation. In all of those instances we took the necessary measures to ensure that all forwarded information (personal data) is (are) protected adequately. For the remainder, these data are not used for commercial purposes and are neither made available to third parties unnecessarily. The Client can obtain insight into the data that are registered about them by contacting the Contractor. For more information about the manner that the Contractor processes your data, you can consult the privacy statement on our websites.

2. The Client shall handle any and all registered (personal) data of third parties hired by us, which may be communicated by us for and during the contract, confidentially and, more specifically, process the same in accordance with the legislation, in pursuance of which the Client shall inform the said third party of (personal) data potentially registered about them and the manner that, when and for what purpose the said data are processed.

#### 13. Miscellaneous

1. A recent copy of these general terms and conditions is made available free of charge upon request and can also be consulted on our websites.

2. These general terms and conditions are applicable to any and all legal relationships between the Contractor and the Client, with the exclusion of the general terms and conditions of the Client, unless the Contractor expressly agreed in writing in advance to full or partial applicability of the same.

3. These general terms and conditions are applicable in full for the benefit of any and all persons related to the Contractor - including each and every natural person and legal entity who is or was employed for or for the benefit of the Contractor, whether or not in employment - and any and all third parties who are hired by the Contractor for the performance of a contract or who are or can be liable in connection therewith. Everything stipulated in these general terms and conditions and for the benefit of the Contractor can be qualified in respect of the same as an irrevocable third party clause stipulated without consideration within the meaning of Section 253 of Book 6 of the Dutch Civil Code.

4. In case of a dispute about the content of these general terms and conditions the Dutch text shall prevail.

5. If a provision of these general terms and conditions is invalid or nullified then the remaining provisions of these general terms and conditions shall remain in full force and effect.

6. The Contractor reserves the right to change these general terms and conditions unilaterally for new Agreements.

7. These general terms and conditions were filed with the Chamber of Commerce and are applicable effective from June 2021. This version replaces any and all previous versions.