

General terms and conditions of Legal Confidential Certified Translations

Article 1 General

- 1.1 These general terms and conditions are applicable to all agreements between Legal Confidential Certified Translations (hereinafter referred to as: "**LCCT**") and the client (hereinafter referred to as: the "**Client**").
- 1.2 These general terms and conditions are exclusively applicable to the agreement, and any possible general terms and conditions applied by the Client are hereby explicitly precluded.
- 1.3 Upon request thereto, these general terms and conditions are also available in Dutch. In the event of any disputes regarding the interpretation of the wording of these general terms and conditions, the Dutch wording shall be binding.

Article 2 Quotations and conclusion of the agreement

- 2.1 Any general offers and estimates of LCCT are of a non-binding nature.
- 2.2 Any quotations of LCCT and the prices and delivery deadlines stated therein may at all times be revoked by LCCT as long as LCCT has not had the complete text to be translated or edited at its disposition before submitting the quotation.
- 2.3 The agreement is concluded via written or verbal acceptance by the Client of the quotation of LCCT or - if no quotation was submitted - via written confirmation by LCCT of a client assignment awarded by the Client. A confirmation by e-mail shall also apply as a written confirmation.

Article 3 Changes to and cancellation of client assignments

- 3.1 If after the conclusion of the agreement the Client makes any changes, other than minor changes, to the client assignment, LCCT shall reserve the right to adjust the delivery deadline and/or the fee for the client assignment.
- 3.2 If a client assignment is cancelled by the Client, the Client shall be held to full payment of the part of the client assignment already carried out, including but not limited to a fee for time spent on research.

Article 4 Fulfilment of client assignments and non-disclosure

- 4.1 LCCT shall make its best effort to carry out the client assignment to its best knowledge and ability and with the necessary expertise and due care within the scope of the purpose defined by the Client of the texts to be translated or edited by LCCT.
- 4.2 LCCT shall handle the information made available by the Client confidentially and shall not disclose any of it. LCCT shall oblige any staff that it may possibly engage to observe confidentiality.
- 4.3 Unless explicitly agreed otherwise, LCCT reserves the right to have a client assignment carried out by third parties (in part) after consultation with the Client, without prejudice to the obligations of LCCT arising from articles 4.1 and 4.2.
- 4.4 Upon request of LCCT the Client is held to give in-depth explanatory notes to the text to be translated or edited as completely as possible, and the Client is held to make

available, of its own accord, all available documentation that could be relevant to LCCT for the translation or editing of the text.

Article 5 Delivery deadline and time of delivery

- 5.1 In cases in which a client assignment needs to be carried out with great urgency, the Client must explicitly notify LCCT thereof.
- 5.2 As soon as LCCT observes or expects that punctual delivery will not be possible, LCCT shall immediately notify the Client thereof.
- 5.3 Delivery is deemed to have taken place at the moment of sending the translated or edited texts. As time of sending shall apply the time of putting it in the post, handing it to a courier or, in the event of electronic delivery (by fax, e-mail, modem, ftp, and so on) the moment on which the medium has completed sending it.

Article 6 Fee and payment

- 6.1 In principle, the fee is based on a word rate or hourly rate applicable at LCCT, unless agreed otherwise. Apart from its fee LCCT may also charge to the Client any disbursements in connection with the fulfilment of the client assignment. For each client assignment a minimum rate per language combination may be charged.
- 6.2 If and insofar as before entering into the agreement LCCT has quoted a price to the Client, such price shall exclusively apply to the deliverable in accordance with the agreed specifications.
- 6.3 LCCT reserves the right to increase the agreed price if the Client submits a text that proves more labour-intensive, unclear copies, unsuitable computer software or data files, compelling LCCT to carry out more work or to incur higher expenses than could in all fairness have been foreseen by LCCT upon entering into the agreement.
- 6.4 All invoices must be paid within the term of payment stated in the invoice, without any discount, set-off or suspension, and in the currency stated in the invoice. In the event of late payment the Client shall immediately be in default without requiring any notice of default, as of which date the Client shall owe statutory late payment interest on the invoice amount until the date of full payment of the invoice.
- 6.5 If LCCT is forced to pay extra-judicial collection charges, a collection rate of 15% shall apply regarding the first € 2,500 of the principal amount plus interest, and a rate of 10% regarding the surplus, with a minimum of € 100 per invoice.

Article 7 Complaints and disputes

- 7.1 In the event of a complaint about what has been delivered, if any, the Client must notify LCCT thereof in writing as soon as possible, but at the latest ten working days after delivery. Expressing a complaint shall not release the Client from its payment obligation.
- 7.2 If Client has doubts about the accuracy of certain translation solutions and asks LCCT to comment on it, and if subsequently LCCT is able to demonstrate adequately in writing that the translations concerned are not incorrect, LCCT shall reserve the right to completely invoice to the Client any hours worked and other expenses incurred in connection with it.

- 7.3 If after expiry of the term stated in paragraph 7.1 the Client has not expressed any complaints, the Client is deemed to have fully accepted what has been delivered, and any complaints shall exclusively be handled by LCCT on a voluntary basis. Any changes by LCCT to any part of the translated or edited text upon request of the Client does not imply any recognition by LCCT of having delivered a substandard performance.
- 7.4 If a complaint, if any, proves unfounded, LCCT shall be given the opportunity by the Client to deliver after all within a reasonable and fair term in accordance with the client assignment.
- 7.5 If the Client and LCCT fail to reach a solution for the complaint within a reasonable and fair term, the dispute may be submitted by parties to the arbitration board of the Association of Translation Agencies (hereinafter referred to as: "**ATA**") within two months after such has been firmly established. Settlement of the dispute shall then be effected by an arbitration tribunal, in accordance with the Dispute Regulations of the ATA. If the Client wishes to have a dispute settled on the basis of said dispute regulations, LCCT shall be held to render its assistance thereto. The arbitration board shall pronounce an award that is binding upon all parties.
- 7.6 The right of the Client to complain about the fulfilment of a client assignment shall lapse if the Client has edited the part of the deliverable which the complaint refers to – or has had it edited.

Article 8 Liability and indemnification

- 8.1 LCCT is exclusively liable towards the Client for any damage directly and demonstrably caused by an attributable failure on the part of LCCT to perform any commitments arising from the agreement. LCCT shall never accept any liability for all other forms of damage such as indirect damage, consequential damage, trading loss, loss due to delays or loss of profit.
- 8.2 The liability of LCCT shall in all events be limited to the invoice amount of the already invoiced and/or delivered part of the client assignment, exclusive of VAT.
- 8.3 LCCT is not liable for any damage to or loss of documents, information or data carriers made available for the fulfilment of the agreement. Neither shall LCCT be liable for any expenses and/or damage caused by the use of information technology and means of telecommunications or by the transport or sending of data (carriers) or the occurrence of computer viruses in files or data carriers delivered by LCCT.
- 8.4 The Client shall indemnify LCCT from all and any claims by third parties arising from the use of what has been delivered.
- 8.5 The Client shall indemnify LCCT from all and any claims by third parties due to alleged infringement of property rights, patent rights, copyrights or other intellectual property rights in connection with the fulfilment of the agreement.

Article 9 Copyright

- 9.1 Unless explicitly agreed otherwise in writing, the copyrights of any translations made by LCCT and the texts drawn up or edited by LCCT shall be transferred to the Client at the moment when the Client has completely fulfilled all its financial and other obligations towards LCCT with respect to the client assignment.

Article 10 Applicable law and settlement of disputes

- 10.1 These general terms and conditions and all agreements to which these general terms and conditions refer have been construed in accordance with and are governed by Dutch law.
- 10.2 All and any disputes about which no binding award has been pronounced by the Arbitration Board of the ATA in accordance with article 7.5 shall be submitted to the competent court of law in 's-Hertogenbosch, the Netherlands.