

## **GENERAL TERMS AND CONDITIONS – FDN VERTALINGEN**

### **Definitions**

- FDN Vertalingen:** FDN Vertalingen, established in Goes (the Netherlands), CoC number 22055573;
- Work:** the work as detailed in the Agreement;
- Client:** the person or legal entity and other contract party to the Agreement that has ordered the work to be performed;
- Contract:** the Agreement that has been concluded between FDN Vertalingen and the Client in respect of the work to be performed on behalf of the Client by FDN Vertalingen;
- Date of delivery:** period in which the obligations as detailed in the Agreement need to be performed.

Wherever ‘in writing’ is mentioned in these General Terms and Conditions this also means by email.

### **Article 1 – Applicability of Terms and Conditions**

- 1.1 These Terms and Conditions apply to each Quotation and each Agreement between the interpreter / translator (hereinafter to be referred to as FDN Vertalingen) and a Client to which FDN Vertalingen has declared these Terms and Conditions to be applicable, to the exclusion of the general terms and conditions of the Client, in so far as FDN Vertalingen has not explicitly deviated from these Terms and Conditions.
- 1.2 The present Terms and Conditions also apply to any Agreement with FDN Vertalingen, for the execution of which third parties have to be engaged.

### **Article 2 – Quotations, Contract Formation**

- 2.1 All quotations and estimates made by FDN Vertalingen are without obligation, unless expressly indicated otherwise.
- 2.2 Manifest mistakes, clerical errors, or obvious errors in a Quotation and/or any other Offer are not binding to FDN Vertalingen.
- 2.3 A Quotation and/or any other Offer does not apply automatically to future Orders.
- 2.4 The Agreement is concluded when the Quotation made by FDN Vertalingen is accepted in writing by the Client, or, alternatively, – in case no Quotation was made – when an Order commissioned by the Client is confirmed by FDN Vertalingen in writing. However, if FDN Vertalingen was unable to inspect the full text within five working days after the offer was made, FDN Vertalingen may repeal the lead time and/or fee it has quoted after acceptance of the Quotation by the Client. All Prices and Offers will be quoted excluding value-added tax (sales tax), unless expressly indicated otherwise.
- 2.5 FDN Vertalingen may consider its Client to be the person who has issued the Order to FDN Vertalingen, unless he or she has expressly indicated to act pursuant to mandate, in the name of, and on behalf of a third party, and has provided the name and address of said third party to FDN Vertalingen at the same time.

### **Article 3 – Changes or Cancellations**

- 3.1 If the Client modifies the Work after formation of the contract, FDN Vertalingen is entitled to adjust the lead time and/or fee, or reject the Work. Any work already done will be assessed in mutual consultation and in accordance with the principles of reasonableness and fairness.
- 3.2 If the Client cancels the Work commissioned, he/she has to pay for that part of the Work that has already been done as well as pay an amount of compensation, at an hourly rate, for any research done with respect to the remaining part of the Work.
- 3.3 If FDN Vertalingen has reserved time for the performance of a work that has subsequently been cancelled, and is no longer able to use this time for other work, the Client shall pay FDN Vertalingen 50% of the fee for the portion of the Work that has not been done.

### **Article 4 – Performance of the Work and Confidentiality**

- 4.1 FDN Vertalingen undertakes to perform the Work to the best of his/her knowledge, ability, and expertise, keeping in mind the Client's stated purpose of the translation.
- 4.2 FDN Vertalingen keeps all information provided by the Client strictly confidential. FDN Vertalingen imposes confidentiality on its staff members. However, FDN Vertalingen is not liable for violation of the confidentiality by its staff members if it can make a plausible case that it was unable to prevent such violation.
- 4.3 Unless it has been expressly stipulated otherwise, FDN Vertalingen is authorized to have the Work (partly) performed by a third party, without prejudicing his/her responsibility for observing confidentiality and for the proper performance of the Work. FDN Vertalingen will impose confidentiality on said third party.
- 4.4 On request, the Client will provide information on the substance of the text to be translated, as well as documentation and terminology. Dispatch of said documents will always be effected at the expense and risk of the Client.
- 4.5 FDN Vertalingen cannot vouch for the correctness of the information provided by the Client and does not accept any liability for damage and/or loss, of whatever nature, caused by the use of the information provided, in case FDN Vertalingen proceeded from the incorrect or incomplete information provided by the Client, even if it was provided in good faith.

### **Article 5 – Termination**

- 5.1 FDN Vertalingen is entitled to cancel the Agreement in full or in part, or to suspend performance of the Agreement without being obliged to pay any damages, if the Client does not meet its obligations, and also in case of bankruptcy, suspension of payments, or liquidation of the Client's company. In that case, FDN Vertalingen can claim immediate fulfilment of what is due.

### **Article 6 – Complaints and Disputes**

- 6.1 The Client notifies FDN Vertalingen in writing of any complaints concerning the work delivered as soon as possible within ten working days after delivery. Lodging a complaint does not release the Client from his/her obligation to pay for the work delivered.
- 6.2 If the complaint is well-founded, FDN Vertalingen will improve or replace the delivered work within a reasonable period of time or, if FDN Vertalingen cannot reasonably comply with this requirement, he/she will grant a price reduction.
- 6.3 The Client's right to lodge a complaint becomes void if the Client has revised the work himself/herself or has ordered a third party to revise it and, next, has delivered it to a third party.

### **Article 7 – Lead Time and Date of Delivery**

- 7.1 Unless expressly stipulated otherwise, the agreed lead time is an estimate. As soon as it becomes apparent to FDN Vertalingen that the agreed delivery date is not feasible, FDN Vertalingen is obliged to notify the Client without delay.
- 7.2 In the event of an attributable failure to meet the agreed lead time, the Client has the right to terminate the contract unilaterally if he/she cannot, within reason, be expected to wait for its completion any longer. In that case, FDN Vertalingen is not obliged to pay any damages.
- 7.3 Delivery is considered to have taken place at the time of personal delivery or dispatch by regular mail, telefax, courier, or electronic mail.
- 7.4 Delivery of documents via electronic mail is considered to have taken place at the time when the medium confirms the dispatch.

### **Article 8 – Fee and Payment**

- 8.1 In principle, the fee of FDN Vertalingen is based on a per-word rate. A fee may occasionally be charged on the basis of an hourly rate. In addition to a fee, FDN Vertalingen may charge the Client for any disbursements related to the performance of the Work.
- 8.2 Unless expressly agreed otherwise, the agreed fee is exclusive of value-added tax (sales tax).
- 8.3 Accounts should be settled within 30 days of the invoice date, in the currency specified in the invoice. After the 30-day period has expired, the Client will be in default immediately and without further notice of default, in which case the Client owes the statutory interest from the due date to the moment of full settlement.
- 8.4 In case of extra-judicial collection costs, the following collection rates apply: 15% on the first € 2,269.45 of the principal with interest and 10% on the excess, with a minimum of € 68.08.

### **Article 9 - Liability and Indemnity**

- 9.1 FDN Vertalingen is not liable for any direct or indirect damage, including loss of profits and consequential loss, caused by advices, translations and other information provided by FDN Vertalingen, or for any damage that resulted from defectiveness of the services provided, unless the damage was caused by willful misconduct or gross negligence of FDN Vertalingen.  
FDN Vertalingen is at no time liable for any other form of damage and/or loss, such as consequential loss, loss due to delay, or loss of profits. The liability of FDN Vertalingen is at all times limited to the invoice value, exclusive of value-added tax (sales tax), of the Work concerned.
- 9.2 Ambiguity of the text to be translated releases FDN Vertalingen from any liability.
- 9.3 Assessment whether a text to be translated entails specific risks of personal injury will be fully at the expense and risk of the Client.
- 9.4 FDN Vertalingen is not liable for damage or loss of the documents, information, or data carriers provided for the benefit of the execution of the Agreement. Neither is FDN Vertalingen liable for damage caused by using information technology and modern means of telecommunication.
- 9.5 Liability of FDN Vertalingen is limited to a sum of € 45,389 per event in any case.
- 9.6 The Client is obliged to indemnify FDN Vertalingen against all claims from third parties arising from the utilization of the work delivered, in so far as the liability of FDN Vertalingen exists on the basis of this Article, the Client will indemnify FDN Vertalingen.
- 9.7 The Client indemnifies FDN Vertalingen against any claim by a third party regarding an

alleged infringement of proprietary rights, patent rights, copyrights, or other intellectual property rights in connection with the execution of the contract.

#### **Article 10- Force Majeure**

- 10.1 In these Terms and Conditions, the meaning of the term “force majeure” includes what is meant by it in statutory law and case law, as well as all exterior causes, whether foreseeable or not, that are beyond the control of FDN Vertalingen and that prevent FDN Vertalingen from meeting its obligations. Its meaning includes - but is not confined to - fire, accident, illness, strike, riot, war, government measures, prolonged power cuts, disrupted transfer, and terrorist threats.
- 10.2 During the period of force majeure, the obligations of FDN Vertalingen are suspended. If, due to force majeure, FDN Vertalingen is unable to meet its obligations, both parties are authorized to terminate the contract, without any damages being required. However, the obligation to pay for work already performed remains in place. If the Client is the consumer, the power to suspend only applies in so far as this power is enforceable by law.
- 10.3 If, at the commencement of force majeure, FDN Vertalingen has already met part of its obligations, or is only able to meet part of its obligations, FDN Vertalingen has the right to send a separate invoice for the work performed so far, and the Client must pay this invoice as though it concerned a separate contract.

#### **Article 11 – Limitation/Lapse**

- 11.1 Any legal claims against FDN Vertalingen including claims for compensation of damages, will lapse and/or expire after 1 (one) year from the time when the relevant claim has become due and payable.

#### **Article 12 – Applicable Law**

- 12.2 Disputes ensuing from this Agreement and/or these General Terms and Conditions will exclusively be submitted to the competent District Court of Zeeland-West-Brabant, Middelburg location.