

## **General Terms and Conditions**

### **General Terms and Conditions of Blankvoort and Jansen**

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

1. These Terms and Conditions apply to all legal relationships between Blankvoort and Jansen (hereinafter referred to as 'B&J') and the client, to the exclusion of any general terms and conditions of the client, unless B&J has accepted the application of the latter in writing.
2. These Terms and Conditions also apply to all contracts with B&J pursuant to which third parties must be deployed for the execution of the contract.

#### **Article 2 – Offers and contracting**

1. All offers and quotations of B&J are without obligation.
2. Contracts are concluded through verbal or written acceptance of B&J's offer by the client or, if no offer has been issued, through verbal or written confirmation by B&J of an order placed by the client. However, if B&J has not been able to view the full text before making the offer, B&J may still withdraw the price and terms offered after the client has accepted the offer. All price offers are made exclusive of VAT unless explicitly stated otherwise.
3. B&J may regard as its client the party that places the order with B&J, unless that party has given explicit notice that it is acting pursuant to a mandate in the name of and for the account of a third party and has ensured that B&J is provided with the name and address of that third party at the same time.

#### **Article 3 – Changes, cancellation of orders**

1. If the client makes changes to an order, other than changes of a minor nature, following the contracting of the order, B&J has the right to adjust the delivery term and/or the fee, or to reject the order after all.
2. If the client withdraws an order, payment is due for the part of the order already performed, as well as of a fee based on an hourly rate for research work already performed for the remaining part of the order.
3. If B&J has reserved time for the performance of the order and this can no longer be used for other working purposes, the client is required to pay 50% of the fee for the part of the order that has not been performed.

#### **Article 4 – Execution of orders, confidentiality**

1. B&J is required to execute the order to the best of its knowledge and ability, with good professional skills, for the purpose specified by the client.
2. B&J shall treat all information made available by the client in strict confidence.
3. Unless specifically agreed otherwise, B&J has the right to provide for a third party to perform (part of) the order, without prejudice to B&J's responsibility for the confidential treatment and sound execution of the order. B&J shall impose a confidentiality commitment on the third party in question.
4. The client shall provide substantive explanations on the text to be translated, as well as relevant documents and terminology, on request. Dispatch of the said documents always takes place at the client's own risk and expense.
5. B&J does not guarantee the accuracy of data provided to B&J by the client and accepts no liability for damage of any kind if B&J has based its work on incorrect or incomplete data provided by the client, even if these are provided in good faith.

#### **Article 5 – Intellectual property rights**

1. Unless explicitly agreed otherwise in writing, B&J retains the copyrights to translations and other texts produced by B&J.

2. The client indemnifies B&J against third party claims for alleged breaches of property rights, patent rights, copyrights or other intellectual property rights in connection with the execution of the order.

#### **Article 6 – Dissolution**

1. If the client fails to comply with its obligations, as well as in the event that the client's company is made subject to a compulsory winding up order, is granted a moratorium on payments or is liquidated, B&J is authorised to dissolve the contract, partially or in full, or to suspend its execution, without any liability for compensation for damage. B&J may then claim immediate settlement of its receivables from the client.
2. Failure by B&J to comply with the contract as a result of fire, accident, illness, strikes, performance restrictions, war, terrorist attacks, traffic disruptions, disruptions in the services of internet providers, power outages, government measures or other circumstances beyond B&J's control is deemed to be non-attributable to B&J and does not entitle the client to dissolve the contract or to compensation for damage.

#### **Article 7 – Fees and payment**

1. In principle, fees are based on a word rate and/or hourly rate applying at B&J, unless otherwise agreed. Fees for work other than translation work are in principle charged on the basis of an hourly rate. In addition to its fees, B&J may also charge the client for expenses associated with the execution of the order.
2. Fees are exclusive of VAT unless explicitly agreed otherwise.
3. Invoices must be settled within 20 days of the invoice date, in the currency in which the invoiced amount is denominated. Following the expiration of the term of 20 days, the client is deemed to be in default, immediately and without further notice of default, in which case B&J may charge interest at the statutory rate from the commencement date of the default until the date of full settlement.
4. In the event of out-of-court collection costs, a collection charge of 15% of the principal applies for the first €2,500 of the principal with interest, and a charge of 10% applies for the remaining amount, with a minimum of €100 per invoice.

#### **Article 8 – Delivery terms and dates**

1. A delivery term notified by B&J has only an indicative purport unless explicitly agreed in writing that this concerns a deadline. A notified term or date is in no case a final term. Even where a deadline is agreed, B&J is in default only after the client has issued B&J with notice of default. If no delivery term is agreed with B&J, B&J has the right to determine a reasonable term within which the contract must be executed. B&J is required to notify the client without delay as soon as it becomes clear to B&J that timely delivery is not possible.
2. In the event of an attributable over-run of the notified term, the client, if it cannot reasonably wait any longer, has the right to unilaterally dissolve the contract. In that case, B&J is not liable for any compensation for damage.
3. Delivery is deemed to have taken place at the time of personal delivery or dispatch by ordinary post, courier or modem and/or via the internet. The time of delivery is deemed to be the time at which the medium has completed the dispatch.
4. Delivery of data by electronic mail is deemed to have taken place at the time at which the medium has completed the transmission.

#### **Article 9 – Complaints and disputes**

1. The client must notify B&J of complaints concerning deliveries in writing, as soon as possible and in any event within 10 working days of the delivery date. Notice of a complaint does not relieve the client of its payment obligations.
2. If the client casts doubt on the accuracy of certain translation solutions and makes inquiries to B&J about this, and if B&J then provides plausible evidence that the

translations provided are not incorrect, B&J has the right to charge the client in full for the hours of extra work involved and for other costs incurred in that regard.

3. If the client, following the expiration of the term referred to in paragraph 9.1, has not expressed any complaints, the client is deemed to have accepted the delivery in full and complaints will only be processed if B&J regards this as desirable.
4. If a complaint is well-founded, B&J will improve or replace the delivery within a reasonable period or, if it cannot reasonably comply with the desire for improvement, will grant a reduction in the price.
5. The client's right to complain lapses if the client has processed or provided for processing of the delivery and has then forwarded the delivery to a third party.

#### **Article 10 – Liability: indemnification**

1. B&J is liable only for damage that is the direct and demonstrable consequence of a failure attributable to B&J. B&J is in no case liable for any other forms of damage, such as consequential loss, damage due to delays or loss of profit. B&J's liability is in any event limited to a sum equal to the value of the invoice for the relevant order, exclusive of VAT.
2. Ambiguity in the text to be translated relieves B&J of all liability.
3. B&J is not liable for any loss of, or damage to the documents, information or information carriers made available for the performance of the order. Likewise, B&J is not liable for damage arising as a result of the use of information technology and modern means of telecommunication.
4. The client is required to indemnify B&J against all third party claims arising from the use of the delivery, except and in as far as any liability of B&J exists pursuant to this Article.

#### **Article 11 – Force majeure**

1. For the purposes of these General Terms and Conditions, '*force majeure*', in addition to its meaning in law and the case law, is deemed to refer to all external causes, foreseen or otherwise, that are beyond B&J's control and as a result of which B&J is unable to comply with its obligations. This in any event includes power outages, failures of the internet provider, fire, accident, illness, strikes, unrest, war, government measures and transport obstructions.
2. During the situation of *force majeure*, B&J's obligations are suspended. If the period in which B&J is unable to comply with its obligations due to *force majeure* lasts for more than two months, both parties have the right to dissolve the contract without any liability for compensation for damage arising in that case.
3. If B&J has already fulfilled part of its obligation on commencement of the situation of *force majeure*, or can only fulfil part of its obligations, B&J has the right to invoice the client separately for the part of the work already performed and the client is required to pay this invoice as if it concerned a separate contract.

#### **Article 12 – Applicable law**

1. The legal relationships between the client and B&J are governed by Dutch law.
2. All disputes concerning these General Terms and Conditions are subject to the judgment of the competent Dutch court.

The Hague, January 2018