

General Terms and Conditions of Business of Vertaalbureau GrondTaal¹

Article 1 – General

These General Terms of Business are part of all agreements that Vertaalbureau GrondTaal may enter into with a Client. Any amendments or additions to these General Terms of Business shall only be valid if they are expressly agreed in writing between the Contractor and the Client. The party with which Vertaalbureau GrondTaal enters into a service agreement shall hereinafter be referred to as the ‘Client’. Vertaalbureau GrondTaal shall hereinafter be referred to as the ‘Contractor’.

Article 2 – Quality

Vertaalbureau GrondTaal shall make every effort to deliver work of a high quality in accordance with current professional standards.

Article 3 – Independence

- 3.1 The Contractor is free to carry out the agreed work as it sees fit and without the supervision of the Client within the designated planning schedule and guidelines, to determine its own working hours and to arrange its own work as it sees fit.
- 3.2 The Contractor undertakes to carry out the agreed work in the independence of its profession or business. The Contractor is at liberty without restriction to carry out work for third parties in addition to the work it carries out for the Client. This shall apply both during and after any agreement.

Article 4 – Confidentiality

The Contractor shall handle the information made available to it by the Client within the context of the assignment with the utmost care. With respect to the information of which it knows or may assume that it is of a confidential nature, it undertakes to observe confidentiality. Said confidentiality shall continue after the end of the assignment.

Article 5 – Quotation and consultation costs

- 5.1 All quotations made by the Contractor are without engagement unless expressly agreed otherwise and shall remain in effect for 14 days.
- 5.2 If the Client provides data, drawings etc. to the Contractor, the Contractor may assume that they are correct and will base its quotation on this.

¹ GrondTaal Translation Bureau

- 5.3 A quotation issued by the Contractor applies solely for a specific Client and said Client may not make the quotation available to third parties.
- 5.4 For progress meetings, unlike preliminary meetings, held at the Client's premises or at another external location elsewhere, the Contractor will invoice meeting and travel expenses.

Article 6 – Assignment and order confirmation

- 6.1 An agreement comes about by the Contractor sending a written order confirmation to the Client in respect of its order or assignment.
- 6.2 The issue of an order shall be accompanied by a brief description. The quotation or the order confirmation clearly indicates the following:
- the commencement date of the assignment,
 - the goal of the assignment,
 - the objective of the contribution or service,
 - the form of the publication,
 - the volume of the work,
 - who is to approve the contribution or service, and
 - the term within which the approval is granted,
 - an indication of who is to foot the bill for the work,
 - an indication of authorized signatories.

The agreements also set out the following:

- how the text or service is delivered,
- the final deadline,
- the date by which the final text or service is to be revised, and
- the fee.

Any additional activities will also listed in brief, such as: administrative support, traffic.

Article 7 – Claims and complaints

Contributions or services provided on the basis of an assignment issued by the Contractor shall be deemed to have been accepted if no notice to the contrary is received within 8 days of completion of the assignment. In the case of current contributions, the final acceptance date shall be the next closure date of the medium, publication or transmission for which the contribution is intended. The Client shall submit any complaints within 8 days following the delivery of the services, providing a written account of its objections.

Article 8 – Once-only revision

The fee relating to the work also comprises a once-only simple revision of the contribution or service after consulting with the Client. A far-reaching revision, several revisions or modification of the original assignment are not included and shall be invoiced separately unless agreed otherwise in advance.

Article 9 – Intellectual property

- 9.1 Unless expressly agreed otherwise in writing, the Contractor shall at all times retain all the rights pertaining to the plans, documents, figures, drawings that it has made, and/or the information and know-how relating thereto, even if costs have been invoiced in this regard or corrections have been made following delivery, at the request of the Client or otherwise.
- 9.2 Without the written permission of the Contractor, none of the details referred to in the previous paragraph may be copied either in part or in whole, other than for internal use by the Client, nor may they be divulged or made available to third parties or provided in some other way, nor may said details be used by the Client or made available otherwise than for the purpose for which the Contractor intended.
- 9.3 The Client indemnifies the Contractor against third-party infringements of intellectual property.

Article 10 – Copyright

- 10.1 The Contractor shall only consent to the agreed use of the texts and other works it has provided. An additional agreement must be entered into for any other use.
- 10.2 In the event of any infringement, the Contractor shall be entitled to remuneration of at least three times the agreed fee. Reuse without consent is understood as ‘unagreed use’, but also mutilation of and/or damage to the contribution.
- 10.3 An indication of the owner’s name is mandatory for copyrighted works, unless there are serious objections in this regard in the execution of the work. Such objections must be accepted by the Contractor when the contract is awarded.
- 10.4 In the event of a far-reaching modification of the contribution, provided this has not been agreed to by the Contractor, the Contractor can forbid the use of its contribution pursuant to the Netherlands Copyright Act (*Auteurswet*). In that case, the Client is obliged to pay for the work carried out until that moment.

Article 11 – Changes to the assignment

If the volume of an assignment is changed after the order confirmation is issued, this shall be understood to be a supplementary assignment. In that case, the Contractor is authorized to invoice the Client for the additional work. Additional work also occurs if the information provided by the Client does not correspond to reality.

Article 12 – Cancellation, suspension and termination

- 12.1 The Client may cancel a written agreement up to 8 days before the agreed commencement date of the order. If the Client cancels the order within 8 days before the agreed commencement date, the Contractor shall be entitled to compensation of up to a maximum 50 per cent of the agreed order price or 50 per cent of the number of hours upon which the agreed order was based.
- 12.2 If the order is modified, postponed or withdrawn as a consequence of changed conditions at the Client, the Contractor is not obliged to provide further services or texts. The Contractor

is entitled to payment for work that is already complete and to compensation for that part of the order which has not been concluded.

- 12.3 If as a consequence of different circumstances at the Contractor that is outside its sphere of influence or in respect of which it was unaware or could not be aware when entering into the agreement (such as fire, burglary, sudden chronic incapacity for work), the Contractor is entitled to suspend the agreed work if these circumstances preclude it from fulfilling its obligations temporarily. Should it become permanently impossible to complete the assignment, that part of the agreement that has not been fulfilled may be terminated. In that case, neither party is entitled to remuneration for the damages incurred as a consequence of the termination. The Contractor remains entitled to payment for work already performed. In that case, the Contractor will moreover consult with the Client and undertake to transfer the work to a third party.
- 12.4 If the Client fails to fulfil any obligation under the agreement reached with the Contractor, or does not do so adequately or in good time, as well as in the case of bankruptcy, a moratorium of payment or if the Client enters into receivership, or is closed down or its business goes into liquidation, the Contractor is entitled to terminate the entire agreement or part thereof, or to suspend the (continued) execution of the agreement. In this case, the Contractor is also authorized to demand immediate fulfilment of that to which it is entitled. This shall not impair the other rights to which the Contractor is entitled, including the right to remuneration for damage suffered as a result of the termination. In the event of termination as referred to in the foregoing, the Contractor shall never be bound to make a remuneration for damage sustained by the Client. If the Client also prevents adequate compliance by the Contractor after it has been notified of this, the Contractor is entitled to terminate the agreement.

Article 13 – Indemnification and liability

- 13.1 The Client accepts liability deriving from the contributions and services provided. As a subject matter expert, it is obliged to verify the services and texts provided for inaccuracies and imprecisions and accepts the liability deriving therefrom.
- 13.2 The Client indemnifies the Contractor against any liability on the basis of the current or future legislation for inaccuracies or imprecisions, unless there is intention, gross culpability or serious negligence on the part of the Contractor.
- 13.3 The Contractor shall only be liable for damage incurred by the Client, which is the direct and sole consequence of a shortcoming attributable to the Contractor, provided that remuneration shall only be provided for said damage against which the Contractor is insured or could have reasonably been insured. The following restrictions must be taken into consideration:
- Trading losses, loss of income and the like owing to whatever reason shall not be entitled to remuneration. The Contractor shall never be liable for damage caused by gross culpability or serious negligence of third parties.
 - The damage to be remunerated by the Contractor shall be moderated if the price to be paid by the Client is low compared to the extent of the damage suffered by the Client.
 - If the Contractor's insurer fails to make payment for whatever reason, the Contractor's liability shall at all times be limited to no more than twice the contract sum.
 - Liability is in all cases limited to no more than the amount that the Contractor's insurer disburses as the occasion arises.

Article 14 – Payment

- 14.1 Unless agreed otherwise, the Client shall remit payment to the Contractor within 14 days following the date of the invoice or subinvoice. If the term of payment is not fulfilled, the Contractor is entitled to impose administrative charges amounting to 2 per cent of the gross amount of the invoice with a minimum of EUR 5.00.
- 14.2 In the case of payments two months later than the invoice date, the statutory interest over the entire amount of the invoice including surcharges shall be payable, without any further notification being necessary. After the term of payment has lapsed, the Contractor is free to entrust third parties with debt-collection activities without further notification.
- 14.3 If payment has not been effected within the agreed term, the Client shall be liable to pay all the extrajudicial collection costs to the Contractor.
If, following judicial proceedings, a Court of Law finds in the Contractor's favour, all the costs it has incurred associated with said proceedings shall be for the account of the Client.

Article 15 – Disputes

The Laws of the Kingdom of the Netherlands shall be applicable. In the event of disputes, an attempt shall first be made to reach an amicable settlement. If this fails to lead to a satisfactory result, the relevant Court of Law with jurisdiction in the district where Vertaalbureau GrondTaal or its authorized representative is located shall be the designated court of arbitration.

Zutphen, The Netherlands, July 2008