

General Terms and Conditions of the Netherlands Association of Translation Companies (VViN)

Definition

In these General Terms and Conditions 'the Translation Company' shall be understood to mean **Financieel Vertaalbureau Fiducia B.V.**, located at Nijverheidsweg 23 unit D, 5071 NL, Udenhout, The Netherlands.

Article 1 – General

These General Terms and Conditions shall apply to the legal relationship between the Translation Company and the Client, excluding the (general) terms and conditions applied by the Client, unless the Translation Company approves the applicability of such terms and conditions in writing.

Article 2 - Offers and formation of the contract

- 2.1 General quotations and estimates provided by the Translation Company are free of obligation.
- 2.2 The Translation Company may at any time withdraw quoted prices and terms of delivery if it has not had the opportunity - prior to quoting such details - to view the entire text to be translated or edited. The Client's oral or written acceptance of the quotation submitted by the Translation Company or, if no quotation is submitted, confirmation by the Translation Company in writing of an order placed by the Client shall constitute a contract.
- 2.3 The Translation Company may consider any person or entity that has placed an order with the Translation Company as its Client, unless said person or entity explicitly states that they are acting on the instructions, on behalf and at the expense of a third party, whose name and address has been provided to the Translation Company at the same time.
- 2.4 Agreements with and promises by representatives or personnel of the Translation Company are not binding unless such agreements and promises are confirmed by the Translation Company in writing.
- 2.5 Any reasonable doubt on the part of the Translation Company about the Client's ability to pay shall entitle the Translation Company to require the Client to provide sufficient security before the Translation Company commences or continues to perform the order.

Article 3 - Changes to or cancellation of orders

- 3.1 Any major changes made by the Client to an order after the formation of the contract shall entitle the Translation Company either to modify the date of delivery and/or the price quoted or to refuse to perform the order altogether. In the latter case, the Client shall be required to pay for the work already performed, and the provisions stipulated at Article 3.3 shall apply by analogy.
- 3.2 Cancellation of an order by the Client shall require the Client to pay in full for the work already performed with respect to that order and, where appropriate, to pay compensation on the basis of an hourly rate for time spent on research for that part of the work not performed. The Translation Company shall make the work performed available to the Client at the latter's request, but shall accept no responsibility for its quality.
- 3.3 If the Translation Company has reserved time for the performance of the order that has been cancelled, it may charge the Client 50% of the fee for that part of the work not performed.

Article 4 - Performance of orders and confidentiality

- 4.1 The Translation Company shall perform the order to the best of its ability and shall apply the appropriate expertise to meet the purpose specified by the Client for the text(s) to be translated or edited by the Translation Company.
- 4.2 The Translation Company shall keep any information provided by the Client confidential in so far as this is possible in connection with the performance of the order and shall require its employees to do the same. However, the Translation Company shall not be liable for any breach of confidentiality by its employees if the Translation Company can make it plausible that it was unable to prevent such breach.
- 4.3 Unless explicitly agreed otherwise, the Translation Company shall be entitled to engage third parties to carry out the order (in full or in part), without prejudice to the Translation Company's responsibility to hold all information in strict confidence and to properly perform the order. The

Translation Company shall require such third parties to hold all information in strict confidence. However, the Translation Company shall not be liable for any breach of confidentiality by such third parties if it can make it plausible that it was unable to prevent such breach.

- 4.4 As far as possible, the Client shall honour any request for information by the Translation Company about the content of the text to be translated, as well as requests for relevant documentation and lists of terms if such are available. Such information and documentation shall in each case be dispatched at the Client's expense and risk.

Article 5 – Delivery date and time

- 5.1 The agreed date of delivery is not a strict deadline, unless expressly agreed otherwise in writing. The Translation Company shall notify the Client immediately if it establishes or expects that it will be unable to deliver the translation in good time.
- 5.2 If a delivery date is explicitly agreed in writing and the Translation Company fails to meet this date for reasons other than circumstances beyond its control, and if the Client cannot reasonably be expected to wait any longer for delivery, the Client shall be entitled to terminate the contract unilaterally. In that event, the Translation Company shall not be required to pay any damages whatsoever. Such termination is without prejudice to the Client's obligation to pay for any part of the order already performed.
- 5.3 Delivery shall be deemed to have taken place at the time of dispatch. The time when the text is posted, handed to a courier or - if the text is transmitted electronically (by fax, email, modem, FTP, etc) - the time when the medium completes the transmission is taken as the time of dispatch.
- 5.4 The Client shall be obligated in connection with the Translation Company's performance of the contract to do all that is reasonably necessary or desirable to make timely delivery by the Translation Company possible.
- 5.5 The Client shall be obligated to extend its full cooperation to the performance of the delivery pursuant to the contract with the Translation Company. The Client shall also be in default without any further demand in this regard being necessary if it refuses to receive the performance, in which case the provisions of Article 6.5 shall apply by analogy.

Article 6 - Fee and payment

- 6.1 In principle, the fee is based on a per-word or per-hour rate set by the Translation Company, unless agreed otherwise. In addition to the fee, the Translation Company may charge the Client for any out-of-pocket expenses in connection with the performance of the order. A minimum fee for each language combination may be charged for each order.
- 6.2 The price quoted by the Translation Company for the performance of the order only applies to the performance in accordance with the agreed specifications.
- 6.3 The Translation Company shall be entitled to raise the agreed price if the Client delivers text that requires unusual efforts, or delivers unclear copies, or incompatible computer software or data files that require more work or force it to incur more costs than the Translation Company could reasonably have foreseen when it entered into the contract. The list above is not exhaustive.
- 6.4 All amounts are quoted exclusive of VAT.
- 6.5 Invoices must be paid no later than 30 calendar days after the invoice date (or within such other term set by the Translation Company in writing), without any discount, suspension or set off, in the currency stated in the invoice. If payment is not made by the due date, the Client shall be in default - immediately and without notice of default being required - and shall owe the statutory interest due on the invoice amount, plus two percentage points, from the due date until the date of payment in full.
- 6.6 In the event of late payment by the Client, the Translation Company is entitled to charge extrajudicial collection costs in accordance with the Netherlands Extrajudicial Collection Costs (Fees) Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).

Article 7 - Complaints and disputes

- 7.1 The Client must notify the Translation Company in writing of any complaints concerning the product delivered as soon as possible, but no later than ten working days after delivery. Registering a complaint does not relieve the Client of its obligation to pay.

- 7.2 If the Client questions the accuracy of specific passages of the translation and asks the Translation Company to comment, and if the Translation Company can subsequently make it plausible that the translations given are not incorrect, the Translation Company shall be entitled to charge the Client in full for the additional time spent and for any other expenses incurred in this connection.
- 7.3 If the Client does not lodge a complaint within the period specified in Article 7.1 above, the Client shall be deemed to have fully accepted the product delivered, and complaints shall only be considered if the Translation Company, for reasons of its own, deems such to be desirable. Any changes made by the Translation Company, at the Client's request, to any part of the translated or edited text shall in no way constitute an acknowledgement on the part of the Translation Company of having delivered an inadequate performance.
- 7.4 In case of a valid complaint, the Translation Company shall be allowed a reasonable period of time to improve or substitute the product delivered. If the Translation Company is reasonably unable to make the required improvement or substitution, it may grant a discount.
- 7.5 If the Client and the Translation Company prove unable to solve the complaint within a reasonable period of time, they may refer the dispute to the VViN Disputes Committee within two months once it has become apparent that no solution is forthcoming. The dispute shall then be settled by a tribunal in accordance with the VViN Dispute Regulations (*Geschillenreglement VViN*). If the Client wishes to have a dispute settled on the basis of these Dispute Regulations, the Translation Company shall be required to cooperate with this procedure. The Disputes Committee's decision shall be binding on both parties.
- 7.6 The Client's right to submit complaints shall lapse if the Client has itself edited or has instructed others to edit the part of the product to which the complaint relates, regardless of whether the Client has subsequently supplied the product to a third party or not.

Article 8 - Liability and indemnification

- 8.1 The Translation Company shall only be liable to the Client for any damage that is the direct and demonstrable result of a failure attributable to the Translation Company. The Translation Company shall never be liable for any other form of damage, such as indirect loss, consequential loss, commercial loss, loss due to delay or loss of profit.
- 8.2 The Translation Company's liability shall be limited in all cases to the invoice amount, exclusive of VAT, of the part of the relevant order already invoiced and/or delivered. Moreover, the Translation Company's liability shall be limited in all cases to EUR 45,000 per event or per sequence of related events.
- 8.3 Ambiguities in the text to be translated shall release the Translation Company from any liability whatsoever.
- 8.4 Examination of whether certain risks of bodily injury arise from a text that is to be translated or edited or the translation or edited version of such text, provided by the Translation Company, or from its use, shall be entirely at the Client's risk and expense.
- 8.5 The Translation Company shall not be liable for damage or loss of documents, information or data carriers made available in the performance of the contract. Nor shall the Translation Company be liable for costs and/or damage arising as a result of the use of information technology and means of telecommunication or as a result of the transport or dispatch of data or data carriers or the presence of computer viruses in files or data carriers supplied by the Translation Company.
- 8.6 The Client indemnifies the Translation Company against any claims from third parties arising from the use of the product delivered.
- 8.7 The Client shall also indemnify the Translation Company against any claims from third parties as a result of alleged infringement of property rights, patent rights, copyrights or other intellectual property rights connected with the performance of the contract.

Article 9 - Dissolution and force majeure

- 9.1 If the Client fails to meet its obligations, if the Client is declared insolvent or bankrupt or if a petition is filed for the Client's bankruptcy, if the Client applies for or is granted suspension of payments, if a debt restructuring scheme for natural persons is declared applicable to the Client or if the Client's company or business is liquidated, the Translation Company shall have the right, without being required to pay any damages, to dissolve the contract in whole

or in part or to suspend performance of the contract. The Translation Company may in that case demand immediate payment of all amounts due.

- 9.2 If the Translation Company is unable to meet its obligations due to circumstances that are beyond its control and risk, the Translation Company shall be entitled to dissolve the contract without any obligation to pay any damages. Such circumstances (force majeure) include, but are not limited to: fire, accidents, illness, strikes, riots, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond the Translation Company's control.
- 9.3 If the Translation Company is compelled by force majeure to discontinue further performance of the contract, it shall retain the right to payment for any work performed up to that moment as well as compensation for any costs incurred and disbursements paid.

Article 10 - Copyright

- 10.1 Unless explicitly agreed otherwise in writing, the copyrights to the translations produced by the Translation Company shall transfer to the Client at such time as the Client has satisfied in full all of its financial and other obligations to the Translation Company in relation to the particular order.
- 10.2 Translation memories may be used as an aid in producing translations. To the extent any rights, such as copyrights or database rights, arise from the use of the translation memory, these shall belong to the Translation Company, unless agreed otherwise.

Article 11 - Applicable law

- 11.1 All legal relationships between the Client and the Translation Company shall be governed by the laws of the Netherlands.
- 11.2 Any disputes in respect of which no binding decision has been given by the VViN Disputes Committee in accordance with Article 7.5 shall be submitted to the competent court in the location where the Translation Company has its registered office.

Article 12 - Privacy clause

12.1 General

- a. The Translation Company works in accordance with the General Data Protection Regulation (GDPR) and only collects the personal data for which it has a basis for processing.
- b. Before the Client places a translation order, the Translation Company shall only process the personal data necessary to issue a quotation.
- c. No later than in the quotation, the Client will be asked to classify the translation order into one of the following categories:

Category 1: high risk

- Type : The order involves personal data of an extremely sensitive nature, such as data pertaining to criminal or medical data.
- Group : limited to the actual translator and one person at the Translation Company.
- Security : - extremely limited access rights - storage takes place using anonymous designation or pseudonyms.
- adherence to strict retention period - processing exclusively within the European Economic Area (EEA)

Category 2: average risk

- Type : The order involves personal data of a sensitive nature which qualify under the law as special personal data, with the exception of medical data, or relate to a well-known person or a person or dispute which could lead to consternation in society.
- Group : limited to a small group of no more than 5 persons, all on a need-to-know basis.

Security : - limited access rights - storage using anonymous designation or pseudonyms is not mandatory but is allowed.
- adherence to retention period - processing exclusively within the EEA and the countries with an adequacy decision

Category 3: normal risk

Type : The order involves personal data such as name, address, city/town of residence.
Group : limited to a group within the Translation Company and the actual translator.
Security : - access rights not secured internally - storage takes place normally
- adherence to retention period - processing may take place worldwide within the frameworks of the GDPR

- d. The costs of the translation order partly depend on the choices made in advance by the Client, such as
 - i. category classification;
 - ii. the request to have the personal data stored with anonymous designation or pseudonyms;
 - iii. deviating retention periods;
 - iv. the return or destruction of personal data.
- e. The Translation Company shall ensure through continuous education that its employees are acquainted with GDPR-compliant handling of personal data. The Translation Company has also included strict confidentiality requirements and fines in the contracts with the employees who work with personal data.
- f. The Translation Company shall also ensure that it takes and updates the appropriate technical measures to adequately secure personal data.
- g. The Translation Company shall monitor the third parties engaged by it for compliance with the GDPR and if desired use extra safeguards to ensure the security of personal data.
- h. The Translation Company shall not share personal data with foreign parties unless it is required to do so by law or the Client grants permission to have a translation order performed abroad.
- i. Clients can exercise their rights under the GDPR via the Data Subject's Rights Form. The Translation Company aims to handle every request within four weeks.

12.2 Data breach

If, despite every care taken by the Translation Company, personal data are lost or viewed by unauthorised persons (data breach), the Translation Company will notify the Client of this quickly, but in any event within the time period agreed on by the parties.

The Translation Company shall make reasonable efforts to minimise the damage resulting from the data breach and undo this damage as much as possible.

On request, the Translation Company will assist the Client in reporting a data breach to the Dutch Data Protection Authority and, if applicable, to the data subjects.

A data breach does not release the Client of its obligations under the contract with the Translation Company, unless the Client can demonstrate or make plausible that there was gross negligence on the part of the Translation Company.

12.3 Retention periods

The Translation Company shall not retain personal data longer than necessary for the performance of the translation order agreed on between the parties, unless

- a. the Client gives permission for a longer retention period;
- b. legal provisions require the Translation Company to observe a longer retention period.

Article 13 - Filing and registration

13.1 These General Terms and Conditions have been filed with the Utrecht Chamber of Commerce under number 40482690.

13.2 The Association of Translation Agencies (VViN) is listed in the Register of Associations of the Utrecht Chamber of Commerce under number 40482690.

The Dutch text of these General Terms and Conditions shall prevail over versions in any other language.

A copy of these General Terms and Conditions shall be provided without charge at all times upon first request.