

General Terms and Conditions of Transferendi b.v.

Article 1 - General

These General Terms and Conditions apply to all legal relationships between Transferendi b.v., established at Hengelosestraat 100, 7514 AK Enschede, and the Client, with the exclusion of (general) terms and conditions used by the Client, unless Transferendi b.v. has agreed to their application in writing.

Article 2 - Quotations and conclusion of the Agreement

- 2.1 General offers and quotations from Transferendi b.v. are without obligation.
- 2.2 Quotations and specified terms can always be revoked if Transferendi b.v. has been unable to view the entire text to be translated or edited before providing the quotation. The Agreement is concluded by written or oral acceptance of the quotation from Transferendi b.v. by the Client or - if no quotation has been submitted - by written confirmation by Transferendi b.v. of an order given by the Client.
- 2.3 Transferendi b.v. may consider as its Client the person who has given the order to Transferendi b.v., unless this person has explicitly indicated that they are acting on behalf of a third party and provided that the name and address of this third party are simultaneously provided to Transferendi b.v.
- 2.4 Agreements and commitments made by representatives or personnel of Transferendi b.v. only bind Transferendi b.v. after Transferendi b.v. has explicitly confirmed these in writing.
- 2.5 If Transferendi b.v. has reasonable doubts as to whether the Client will be able to fulfil their payment obligations, Transferendi b.v. is entitled to require adequate security from the Client before commencing or continuing the execution of the order.

Article 3 - Change and cancellation of orders

- 3.1 If, after the Agreement has been concluded, the Client makes any alteration other than minor changes to the original order, Transferendi b.v. will be entitled to adapt the delivery time and/or fee or to reject the order. In the latter case, the Client will be required to pay for the work already performed, and the provisions stipulated in Article 3.3 will apply.
- 3.2 Cancellation of an order by the Client will require the Client to pay in full for the work already performed with respect to that order and, where appropriate, to pay compensation based on an hourly rate for time spent on research for that part of the work not performed. In addition, if applicable, the Client must pay a fee, based on an hourly rate, for research already carried out for the remaining part. Transferendi b.v. will make the already completed work available to the Client if desired. In that case, we cannot guarantee the quality of the work delivered.
- 3.3 If Transferendi b.v. has reserved time for the execution of the cancelled order, Transferendi b.v. can charge the Client 50% of the fee for the part of the order that has not been performed.



Article 4 - Execution of orders and confidentiality

4.1 Transferendi b.v. is obliged to carry out the order to the best of its knowledge and ability and with the necessary expertise, taking into account the purpose specified by the Client for the text(s) to be translated or edited by Transferendi b.v.

4.2 Transferendi b.v. will keep any information provided by the Client confidential in so far as this is possible in connection with the execution of the order. Transferendi b.v. will oblige its employees to confidentiality. However, Transferendi b.v. is not liable for violation of the confidentiality obligation by these employees if Transferendi b.v. can demonstrate that it was unable to prevent this violation.

4.3 Unless expressly agreed to the contrary, Transferendi b.v. has the right to have an order (partly) carried out by third parties, without prejudice to the responsibility of Transferendi b.v. for the confidential treatment and proper execution of the order. Transferendi b.v. will oblige the said third party to confidentiality. However, Transferendi b.v. is not liable for violation of the confidentiality obligation by these third parties if Transferendi b.v. can demonstrate that it was unable to prevent this violation.

4.4 The Client will honour any request for information by Transferendi b.v. 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 will be sent at the Client's expense and risk.

Article 5 – Delivery period and time of delivery

5.1 Any agreed delivery date is merely an estimate, unless expressly agreed otherwise in writing. As soon as Transferendi b.v. establishes or expects that timely delivery is not possible, Transferendi b.v. is obliged to immediately notify the Client thereof.

5.2 In the event of attributable failure by Transferendi b.v. of the delivery period expressly agreed in writing, the Client is entitled to unilaterally terminate the Agreement, provided that it is not reasonably possible to wait any longer for the execution. In that case, Transferendi b.v. is not obliged to pay any compensation. Such cancellation will not affect the obligation on the part of the Client to pay for the work already performed.

5.3 The translation is deemed to have been delivered on the date and at the time it is sent. The sending time is the time of posting, delivery to the courier or, in the case of electronic sending (fax, email, modem, ftp, etc.), the time at which the medium has completed the sending.

5.4 In connection with the performance of the Agreement by Transferendi b.v., the Client is obliged to do all that is reasonably necessary or desirable to enable timely delivery by Transferendi b.v.

5.5 The Client will do everything in their power to facilitate delivery by Transferendi b.v. under the Agreement. The Client will also be in default, without a notification being required, if they refuse to take delivery of the order, in which case the provisions of Article 6.5 apply.



Article 6 - Fee and payment

6.1 The fee is in principle based on a word or hourly rate applicable at Transferendi b.v., unless otherwise agreed. In addition, Transferendi b.v. may charge the Client for any out-of-pocket expenses incurred in the execution of the order. A minimum rate per language combination may be charged for each order.

6.2 The fee that Transferendi b.v. has stated for the work to be performed applies exclusively to the performance in accordance with the agreed specifications.

6.3 Transferendi b.v. is entitled to increase the agreed fee if the Client provides additional text to be translated or edited, unclear copy, faulty computer software or data files that generate additional work or costs than Transferendi b.v. could reasonably expect when entering into the Agreement. The above list is not exhaustive.

6.4 All amounts stated are exclusive of VAT.

6.5 Invoices must be paid no later than 30 calendar days after the invoice date (or within the

alternative term stated in writing by Transferendi b.v.), without any discount, settlement or suspension, in the currency in which the invoice is drawn up. If payment is not made by the due date, the Client will be in default, immediately and without notice of default being required, and will owe the statutory interest due on the invoice amount, plus two percentage points, from the due date until full payment.

6.6 If the Client fails to pay on time, Transferendi b.v. is entitled to charge extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs Act (Besluit vergoeding voor buitengerechtelijke incassokosten).

Article 7 - Complaints and disputes

7.1 The Client must notify Transferendi b.v. in writing of complaints about the work delivered as soon as possible, but no later than ten working days after delivery. Issuing a complaint does not discharge the Client from their payment obligations.

7.2 Should the Client call into question the accuracy of specific passages of the translation supplied by Transferendi b.v. and ask Transferendi b.v. for feedback, and should Transferendi b.v. subsequently be able to demonstrate that the relevant passages are in fact correct, Transferendi b.v. will be entitled to charge the Client in full for the additional time spent on dealing with the query and for any other expenses incurred in this connection.

7.3 If the Client has not expressed any complaints after expiry of the period referred to in paragraph 7.1, they are deemed to have fully accepted the work delivered and complaints will only be dealt with at Transferendi b.v.'s sole discretion. Any changes made by Transferendi b.v. to any part of the translated or edited text at the request of the Client does not imply that Transferendi b.v. acknowledges that the work delivered was inaccurate.

7.4 In the case of a valid complaint, Transferendi b.v. will be permitted a reasonable period of time to improve or substitute the work delivered. If Transferendi b.v. is reasonably unable to make the required improvements or to substitute the work delivered, it may grant the Client a discount.



7.5 If the Client and Transferendi b.v. prove unable to settle their dispute amicably within a reasonable period of time, they may refer it to the VViN Arbitration Committee within two months once it has become apparent that no settlement will be reached. The dispute will then be settled by an arbitral tribunal, in accordance with the VViN Arbitration Rules. If the Client wishes to submit a dispute for arbitration based on these Arbitration Rules, Transferendi b.v. will be required to assist in this procedure. The Arbitration Committee's decision will be binding on both parties.

7.6 The Client's right to complain will lapse if the Client edited or has instructed others to edit the part or parts of the work delivered forming the subject of the complaint, regardless of whether the Client has subsequently supplied the work delivered to a third party or not.

Article 8 - Liability and indemnification

8.1 Transferendi b.v. is only liable to the Client for damage that is the direct and demonstrable result of a shortcoming attributable to Transferendi b.v. Transferendi b.v. will under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance or loss of profit.

8.2 Transferendi b.v.'s liability will never exceed the invoice value, exclusive of VAT, of the part of the services relating to the relevant order already invoiced and/or rendered.

Moreover, Transferendi b.v.'s liability is in all cases limited to an amount of EUR 45,000 per event or per related series of events.

8.3 Ambiguity in the text to be translated relieves Transferendi b.v. from any liability.

8.4 Assessment of whether (the use of) a text to be translated or edited or the translation or edited version of such text, produced by Transferendi b.v., entails any risk of bodily injury will be entirely at the Client's expense and risk.

8.5 Transferendi b.v. is not liable for any loss of or damage to the documents, information or data carriers made available to it for the purpose of the performance of the Agreement. Nor will Transferendi

b.v. incur any liability in respect of any costs incurred and/or any loss or damage sustained as a result of (i) the use of information technology and telecommunications media, (ii) transport or transmission of data or data carriers, or (iii) the presence of computer viruses in any files or data carriers supplied by Transferendi b.v.

8.6 The Client indemnifies Transferendi b.v. against all claims from third parties arising from the use of the work delivered.

8.7 The Client similarly undertakes to indemnify Transferendi b.v. against any claims by third parties on account of alleged violation or infringement of property rights, proprietary rights, patent rights, copyrights or any other intellectual property rights in connection with the performance of the Agreement.



Article 9 - Dissolution and force majeure

9.1 If the Client fails to meet their obligations, if the Client is declared insolvent or bankrupt or if a petition is filed for the Client's compulsory liquidation or bankruptcy, if the Client applies for or obtains a suspension of payment, if the Client is subject to an arrangement under the debt rescheduling regulations for natural persons or if the Client's company or business is liquidated, Transferendi b.v. will have the right, without being required to pay any compensation, to dissolve the Agreement in whole or in part or to suspend performance of the Agreement. Transferendi b.v. is entitled to demand immediate payment of the amount due.

9.2 If Transferendi b.v. is no longer able to meet its obligations due to circumstances that are not at its risk or that are beyond its control, Transferendi b.v. has the right to dissolve the Agreement without being obliged to pay any compensation. 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 Transferendi b.v.'s control.

9.3 If Transferendi b.v. is compelled by force majeure to discontinue further performance of the Agreement, it will retain the right to payment for any work performed up to that moment as well as reimbursement for any costs and out-of-pocket expenses incurred.

Article 10 - Copyright

10.1 Unless explicitly agreed otherwise in writing, the copyright on translations produced by Transferendi b.v. transfers to the Client at the moment that the latter has fully fulfilled all their financial and other obligations towards Transferendi b.v. with regard to the relevant order.

10.2 When producing translations, so-called translation memories may be used as an aid. Transferendi b.v. guarantees that when parts of the source text are stored in and reused from the translation memory, no confidential information will be reproduced. In so far as rights, such as copyrights and/or database rights, arise from the use of the translation memory, these belong to Transferendi b.v., unless otherwise agreed.

Article 11 - Applicable law and disputes

11.1 Dutch law applies to all legal relationships between the Client and Transferendi b.v.

11.2 Any disputes in respect of which no binding decision has been issued by the VViN Arbitration Committee in accordance with Article 7.5 above will be submitted for judgment to the competent Court at the place where Transferendi b.v. has its office.



Article 12 - Privacy provision

12.1 General

- a. Transferendi b.v. works in accordance with the General Data Protection Regulation (GDPR) and only collects personal data for which it has a legitimate ground for the processing.
- b. Before the Client submits a translation order, Transferendi b.v. only processes personal data necessary for submitting a quotation.
- c. By default, every translation order is treated as a Category 3 order, normal risk. If the Client requires otherwise, they must indicate this when placing the order and the translation order will be divided into one of the following categories according to the Client's requirements:

Category 1: high risk

- Type : The order contains personal data of a very sensitive nature, such as criminal data and medical data.
Group : limited to the actual translator and one person within Transferendi b.v.
Security : - very limited access rights;
 - storage will be anonymised or pseudonymised;
 - enforcement of strict retention period;
 - processing only within the EEA.

Category 2: medium risk

- Type : The order contains personal data of a sensitive nature and is qualified by law as special personal data, with the exception of medical data, or relates to a person who is known or relates to a person or dispute that could cause consternation in society.
Group : limited to a small group of maximum 5 people, on a need-to-know basis
Security : - limited access rights;
 - storage does not have to be anonymised or pseudonymised, but this is permitted;
 - enforcement of retention period;
 - processing only within the EEA and countries with an adequacy decision.

Category 3: normal risk

- Type : The order contains personal data such as name, address, place of residence.
Group : limited to a group within Transferendi b.v. and the actual translator
Security : - access rights not secured internally;
 - normal storage;
 - enforcement of retention period;
 - processing is permitted worldwide within the framework of the GDPR.

- d. Transferendi b.v. ensures that its employees are aware of GDPR-compliant working with personal data by means of ongoing training. Moreover, Transferendi b.v. has included strict confidentiality and fines in the contracts with the employees who work with personal data.
- e. Transferendi b.v. also ensures appropriate technical measures and to keep these up to date to adequately protect personal data.
- f. Transferendi b.v. checks the third parties engaged by it for compliance with the GDPR and, if required, provides additional safeguards to ensure the security of personal data.
- g. Transferendi b.v. does not share personal data with foreign parties unless it is legally obliged to do so or the Client grants permission to carry out a translation order abroad.
- h. The Client can exercise their rights under the GDPR through the Data Subject Rights Form. Transferendi b.v. strives to process every request within four weeks.



12.2 Data breach

If, despite all the measures taken by Transferendi b.v., personal data is lost or accessed by unauthorised persons (data breach), Transferendi b.v. will inform the Client of this as soon as possible, but in any case, within the period agreed by the Parties.

Transferendi b.v. will make every effort to mitigate any damage as a result of the data breach and to rectify it as far as possible.

Upon request, Transferendi b.v. will assist the Client in reporting a data breach to the Dutch Data Protection Authority (Autoriteit Persoonsgegevens) and any parties involved.

A data breach does not release the Client from their obligations under the Agreement with Transferendi b.v., unless the Client can demonstrate that there is (gross) negligence on the part of Transferendi b.v.

12.3 Retention periods

Transferendi b.v. will not store personal data longer than is necessary for the execution of the translation order agreed between the Parties, unless

- a. The Client grants permission for a longer retention period.
- b. Transferendi b.v. is obliged to retain a longer retention period based on legal provisions.

Article 13 - Filing and registration

These General Terms and Conditions have been filed with the Chamber of Commerce in Utrecht under number 64248240.

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

A copy of these General Terms and Conditions will be made available free of charge upon request.

