

GENERAL TERMS AND CONDITIONS OF BUSINESS INTERPRETERS*

* In the event of discrepancies or ambiguity between the original Dutch version of these Terms and Conditions and this translation, the Dutch text shall prevail.

Article 1 - General

The following General Terms and Conditions shall apply to all legal transactions between **Business Interpreters** (hereinafter: BI) and the client and/or the employee, to the exclusion of the general conditions of the client and/or the employee, unless BI has agreed in writing to the application of the latter conditions.

A "client" is defined as any natural person or legal entity which uses – or who requests detailed information on – the mediation of BI and/or commissions BI to perform specific "linguistic activities", which are defined as the translation, correction or editing of texts as well as other activities in the linguistic field, such as interpreting, teaching, writing and re-writing of texts, etc.

"Employees" are defined as the interpreters, translators and/or other persons who have been brought into contact with the (possible) client through the mediation of BI.

Article 2 – Validity

These conditions shall apply to all our cost estimates, notifications, quotations, acceptances and agreements, unless and in so far as we declare otherwise in writing, and as such prevail over possible similar conditions of the client and/or the employee(s), which are hereby not accepted as well as being rejected in writing.

Article 3 – Quotations, entering into an agreement

- 3.1** All quotations and cost estimates of BI are without obligation. The agreement shall take effect upon acceptance in writing by the client or employee of the quotation or confirmation of the assignment submitted by BI or – if no quotation has been submitted -
- 3.2** by confirmation in writing by BI of a commission granted to BI by the client. In the event of BI being unable to examine the complete text before submitting its quotation, BI may however retract the quoted cost estimate and lead times even after acceptance of the quotation by the client. BI may consider the client to be the person who has commissioned the work, unless said person has clearly stated that he is acting
- 3.3** on behalf of, on the orders of and for the account of a third party, on simultaneous communication to BI of the name and address of the said third party.

Article 4 – Execution of commissions

- 4.1** BI commits itself to executing the commission to the best of its ability and knowledge, employing sound professional knowledge and skills, with due regard to the purpose specified by the client.
- 4.2** If possible, upon request, the client will submit information on the contents of the text to be translated, as well as documentation and terminology, if available. The dispatch of said documents is always for the account and the risk of the client. Unless it has been expressly stipulated to the contrary, BI shall be entitled to have the commission (partly) executed by a third party,
- 4.3** without prejudice to its duty to ensure that confidentiality is not breached and without prejudice to the requisite quality of the execution of the commission. BI shall require said third party to observe the strictest confidence.

Article 5 – Execution of commissions for simultaneous interpreting

- 5.1** Interpreters shall make every conscientious effort to make their expertise and skills fully available to the client in order to attain the optimum result in their interpreting. The function of the interpreter shall exclude the written translation of texts; interpreters shall therefore confine themselves to the interpretation of spoken proceedings and shall not cover any event not specifically provided for in the contract. They shall be bound by the strictest professional confidentiality.
- 5.2** To facilitate the interpreters' technical and terminological preparation, the client shall provide the interpreters with a complete set of documents in each of the working languages of a conference, meeting or other gathering requiring interpreting, as early as possible, but no later than 10 days before the start of said gathering.
- 5.3** If during the conference, meeting or other gathering requiring interpreting a text has to be read aloud, the client shall ensure that the
- 5.4**

interpreters receive a copy beforehand (see previous paragraph). The client shall inform the speaker that the reading speed for a text for which interpretation is to be provided must not exceed 100 words a minute (3 minutes per double-spaced, type written page). The interpreter shall be under no obligation to provide interpretation of written statements if he or she has not received the text of the statement well in advance and/or has not had sufficient time to study it. If films are shown during a meeting, no interpretation of the sound-track shall be provided unless the sound is transmitted direct to the interpreters' headphones and unless the script has been supplied to the interpreters beforehand and the commentary is spoken at normal speed.

5.5 A day's interpretation shall not normally last for longer than 8 hours and is interrupted by at least one break of at least 60 minutes. Agreements can be reached on possible compensation for overtime.

5.6 Without the prior consent of the head of the team, persons not belonging to the team of interpreters may not be used as interpreters to complement that team, or make use otherwise of the interpretation channels of the simultaneous interpretation equipment. The distribution of work among the members of the team will be established by the interpreters themselves.

5.7 The services of the interpreter shall be provided solely for direct and immediate use by the listeners; no recording may be made, either by the listeners or anyone else, without the prior consent of BI and the interpreters concerned, who may ask for appropriate remuneration for it.

Article 6 - Confidentiality

6.1 BI shall treat all information entrusted to it by the client in the strictest confidence. BI shall require its employees also to observe the strictest confidentiality. However, should an employee breach said confidentiality, then neither BI nor the employee shall be held liable if the employee can demonstrate that it was not within his/her power to prevent such disclosure.

6.2 All information concerning BI shall be treated confidentially by the client and the latter's employee(s).

Article 7 – Lead time and delivery

7.1 The agreed lead time is an estimated time, unless expressly stipulated otherwise. As soon as it becomes apparent to BI that the agreed delivery time is not feasible, it shall immediately notify the client accordingly.

7.2 Should BI be accountable for the delay in delivery, the client shall be entitled - if it is unreasonable for it to wait any longer – unilaterally to rescind the contract.

7.3 In the event that a client cancels an assignment for which BI has already commenced work, the client shall be liable to pay compensation, to be determined in accordance with circumstances, unless the assignment is cancelled by the client for reasons which cannot be attributed to BI, in which case BI is entitled to the agreed fee or the fee which would reasonably have been due if the assignment had been completed.

7.4 BI reserves the right to withdraw from an assignment if the client alters the assignment, following acceptance by BI, to such an extent that, in the opinion of BI, said assignment could not reasonably have been accepted. BI is then entitled to the agreed fee or the portion thereof which would reasonably have been due if the assignment had been completed, in accordance with the work performed by BI up to that date.

7.5 Delivery shall be considered to have taken place at the moment of delivery by hand, dispatch by normal postal service or electronic post, fax, telex, courier, modem, etc.

Article 8 – Fees and payment

8.1 Depending on the nature of the activities BI shall be remunerated for its linguistic activities on the basis of a word rate or an hourly rate, of which rate the client shall be notified on request.

8.2 If the execution of the activities so requires and BI has received a written or verbal request to that effect in advance, BI has the right to increase the fee by a priority surcharge of 50% (working days) or 100% (Saturdays, Sunday, national holidays and night work) for

- activities performed outside normal office hours or devoted to the assignment at the expense of other scheduled activities.
- 8.3 In addition to its fee, BI may also declare the expenses incurred while executing the commission.
- 8.4 All sums shall be stated excluding value-added tax.
- 8.5 Accounts should be settled within 15 days after the date of the invoice, in the currency in which the invoice is drawn up. If payment is not made within the prescribed period, the client shall immediately, without further notification, be in default, in which case the client shall be liable for a monthly interest of 2% of the amount specified in the invoice, from the date of default to the moment of full settlement.
- 8.6 In the event of extrajudicial collection, a collection charge of 15% of the first EUR 5,000. - of the principal amount augmented by interest shall be levied, against a charge of 10 % on the remainder with a minimum collection charge of EUR 150.-.
- 8.7 The client is not allowed to effect direct payments to (an) employee(s) for activities carried out, unless BI requested this explicitly beforehand in writing.
- 8.8 All collection costs, both judicial and extrajudicial, shall be for the client's account.

Article 9 – Complaints and Disputes

- 9.1 The client shall report complaints concerning the work delivered by BI as soon as possible and inform BI in writing of his dissatisfaction within ten days of receipt of the work. The reporting of a complaint shall in no way relieve the client of its obligation to pay for the work delivered. Should the complaint be well-founded, BI shall improve or replace the work delivered within a reasonable period of time or, if BI cannot reasonably comply with the request for improvement, agree to a reduction of the fee.
- 9.2 If the client and BI cannot reach agreement concerning the complaint within a reasonable period of time, the two parties may submit the complaint to the Disputes and Disciplinary Committee of the NGTV (Netherlands Society of Interpreters and Translators) within two months after such situation has arisen. Settlement of the dispute shall in this case take place in accordance with the NGTV arbitration code.
- 9.3 The client's right to make a claim shall lapse if it has revised - or has caused to be revised – the work as delivered and has subsequently passed it on to a third party.
- 9.4

Article 10 - Liability: indemnification

- 10.1 BI and its staff are not responsible for any loss which the client suffers as a consequence of mistakes, omissions, wrong use of words and other errors. BI shall never be liable for any other form of loss, such as consequential loss, damages due to delay or loss of income or profits. The liability shall in any event be limited per incident to a sum equal to the invoice value excluding value-added tax of the commission concerned, to a maximum of one thousand Euros.
- 10.2 BI is not liable for damages if late delivery is due to force majeure or any other unavoidable circumstance which in any event shall include illness.
- 10.3 Ambiguity in the text to be translated or in a presentation made orally or in writing but intended differently by the client indemnifies the employee(s) and BI from any liability.
- 10.4 The decision as to whether the text to be translated or the translated/interpreted text contains certain risks of bodily harm or injury shall be the sole responsibility and liability of the client.
- 10.5 BI shall not be held responsible for damage to or loss of manuscripts, documents, information or information carriers placed at its disposal for the purpose of executing the commission, nor shall it be held liable for damage arising from the use of information technology or modern means of telecommunication.
- 10.6 Forwarding of materials is always at the expense and risk of the client.
- 10.7 The client shall be bound to indemnify BI from all claims by third parties arising from the utilisation of the work delivered, with the exception of such liability on the part of BI as may exist on the grounds of the provisions of this article.
- 10.8 In the event of damage to equipment such as microphones, infrared heaters, receivers, headphones and the like, the client shall pay for it at replacement values.

10.9 Damage caused to BI as a result of gross negligence or non-performance of the employee(s) shall be recovered from the employee(s) concerned.

Article 11 – Rescission

11.1 In the event of the client failing to honour its commitments, or in the case of bankruptcy, moratorium, receivership or liquidation of the client's business, BI shall be entitled wholly or partially to rescind the contract or suspend the execution of the commission, such action never rendering BI liable for any claim for damages. BI may then demand immediate payment of remuneration due to BI.

11.2 If, as a result of circumstances beyond its control, BI can no longer honour its commitments, BI is entitled to dissolve the agreement without being obliged to pay damages. Such circumstances shall include – but not be exclusively confined to – fire, accident, illness, strike, riots, war, hindrance or restriction of transport, governmental measures or other circumstances which are beyond BI's control.

Article 12 – Cancellations

If the agreement, whether concluded orally or in writing, is cancelled for whatever reason, the following cancellation stipulations apply:

I. Services of interpreters and employees:

- 12.1**
- a) 50% of the amount agreed upon if BI was notified of the cancellation less than 2 months prior to the commencement of the commission.
 - b) 75% of the amount agreed upon if BI was notified of the cancellation less than 1 month prior to the commencement of the commission.
 - c) 100% of the amount agreed upon if BI was notified of the cancellation less than 2 weeks prior to the commencement of the commission.

II. Other services:

- a) 100% of the rate for contracts between BI and third parties relating to the agreement between BI's client and BI.

Artikel 13 – Force Majeure

13.1 If (an) employee(s) is/are unable to carry out his/her/their assignment due to force majeure, neither BI nor the employee(s) may be held liable for such occurrence. Force majeure is interpreted as including – but not be exclusively confined to – war, riot, restrictive measures imposed by domestic or foreign authorities, strikes, fire, traffic obstructions, sabotage, so called war risks and, in general, all unforeseen circumstances as a result of which compliance with the agreement can no longer reasonably be demanded of BI.

13.2 The client's financial obligations shall remain unchanged, even when physical circumstances (strikes; hijackings; traffic diversions or delays; political, civil and military upheaval; etc.) prevent the contract from being carried out either in whole or in part. Should such circumstances result in an interpreter or employee having to stay at a location for a period longer than that specified by the contract, said location not constituting his or her residence, he or she shall be entitled to receive compensation in line with the daily allowance and expense allowance set out in the contract.

Article 14 - Copyright

14.1 Unless explicitly agreed otherwise, BI retains the copyright on all linguistic activities it performs.

14.2 The client shall indemnify BI from third-party claims regarding alleged breach of rights of ownership, patent, authors' copyright or other intellectual property in connection with the execution of the commission.

Article 15 – Mediation

BI's confirmation essentially signifies a working agreement between the client and the employee(s). It does not signify a permanent employer-employee relationship in respect of either party. The employee(s) shall bear the responsibility of paying his/her/their own taxes and contributions. Any employee who is to work for the client as a result of mediation by BI shall carry out these duties at the client's risk. The client shall bear the risk of and any expenses resulting from injury suffered by persons or damage to objects due to the negligence on the part of the employee(s).

Article 16 - Competition clause

The client will refrain from giving assignments direct to former employee(s) of BI for a period of 5 years from the date on which the employee(s) concerned were first put in contact with the client via BI. If within the above-mentioned period the client is approached by employee(s), known to him via the mediation by BI, it undertakes to refer such employee(s) back to BI. In the event of infringement of the provisions of this article, the client will be liable for the payment of a fine of EUR 1000 per infringement, augmented by Euro 1000 for each day the infringement continues, without prejudice to BI's right to claim full compensation. The same shall apply mutatis mutandis to employee(s) in the above sense.

Article 17 – Permanent employment

If during the periods stated in article 16 either the client or the employee wishes to enter into an employment contract with the employee or the client, respectively, on receipt of a written request from one of the parties BI will grant exemption from article 16, provided the requesting party pays to BI a representation fee amounting to 20% of the gross annual salary agreed between parties. If both parties make such a request to BI, they will each pay to BI 10% of the agreed gross annual salary by way of representation fee.

Article 18 – Applicable legal system

- 18.1** The law of the Netherlands shall apply to all legally binding transactions between the client and BI.
- 18.2** Any dispute shall be subject to the judgment of the officially appointed Netherlands judge.