

## **General Terms and Conditions**

### **BudgetVertalingOnline**

#### **Article 1. Definitions**

- 1.1. In these general terms and conditions, the following terms have the following meanings, unless expressly stated otherwise or the context requires otherwise:
  - a. BudgetVertalingOnline: the user of these general terms and conditions: BudgetVertalingOnline located at Wilhelminastraat 23 in The Hague, The Netherlands, registered at the Chamber of Commerce under number 53600428;
  - b. client: the other party on behalf of whom BudgetVertalingOnline performs translation activities, summary activities or proofreading activities;
  - c. agreement: the agreement between BudgetVertalingOnline and the client;
  - d. consumer: the client being a natural person who is acting primarily for purposes that are not related to one's trade, business or profession;
  - e. work: the translated text, the summarized text or the proofread text that BudgetVertalingOnline has made commissioned by the client.

#### **Article 2. General**

- 2.1. These general terms and conditions apply to all agreements between BudgetVertalingOnline and the client.
- 2.2. Any exceptions to these general terms and conditions are valid only if expressly agreed in writing or via e-mail.
- 2.3. The applicability of any purchase or other conditions of the client is expressly rejected.
- 2.4. If deviating conditions are agreed upon regarding certain subjects governed by these general terms and conditions, these general terms and conditions shall remain in effect for the rest of the Agreement. Deviations agreed to shall never apply to more than one agreement.
- 2.5. If one or more of the provisions in these general terms and conditions are null and void or should become null and void, the remaining provisions of these general terms and conditions shall remain in full force and effect. The null or void provisions will be replaced by BudgetVertalingOnline, observing the purpose and intent of the original provision(s) as much as possible
- 2.6. In case BudgetVertalingOnline does not require strict compliance with these general terms and conditions at any time, this does not mean that its provisions do not apply, or that BudgetVertalingOnline would, in any degree, lose the right to strict observance of the provisions of these terms and conditions in other cases.
- 2.7. The version of the general terms and conditions as applicable at the time of conclusion of the agreement shall apply, unless the client has agreed to a revised version of the general terms and conditions after the conclusion of the agreement.

#### **Article 3. Offers and quotations**

- 3.1. All offers and quotations are without engagement and may be modified by BudgetVertalingOnline at any time.
- 3.2. The client is responsible for the accuracy and completeness of the performance requirements and specifications and other data provided to BudgetVertalingOnline by or on behalf of the client, on which BudgetVertalingOnline bases its quotation or offer.
- 3.3. BudgetVertalingOnline cannot be held to its quotations or offers if the client can reasonably understand that the quotes or offers, or a part thereof, contain an obvious mistake or error.
- 3.4. Everything provided by BudgetVertalingOnline in the context of a quotation shall remain the inalienable property of BudgetVertalingOnline and should be promptly returned by the client at BudgetVertalingOnline's first request.

#### **Article 4. Prices and rates**

- 4.1. All prices or rates quoted are exclusive of VAT.
- 4.2. For the client being a consumer, prices and rates are inclusive of VAT.
- 4.3. If the rate is an amount per word, the number of words is based on the computer count of the word processing program Word of the translated text. The number of words of the translated text may differ from the number of words in the original text.
- 4.4. In addition to the standard translation rate, BudgetVertalingOnline charges an extra fee if the text to be translated is extra worksome or is of specialist nature, or if the translation needs to be delivered very urgently. Foregoing list is not exhaustive. If there is a deviation from the standard translation rate, the client is informed thereof in advance.
- 4.5. BudgetVertalingOnline has the right to change its prices and rates from time to time.
- 4.6. If parties have agreed on a fixed price for the work to be executed, BudgetVertalingOnline is entitled to increase this price when, during the execution of the work, the originally agreed on or expected amount of work turns out to be assessed insufficiently at the conclusion of the agreement, and this is not attributable to BudgetVertalingOnline, to such an extent that the client cannot reasonably expect BudgetVertalingOnline to do the work agreed on at the price originally agreed on.

#### **Article 5. Conclusion and duration of the agreement**

- 5.1. The agreement is concluded the moment the client has accepted BudgetVertalingOnline's offer in writing, via email or verbally, or the moment the client has signed the order confirmation and returned it to BudgetVertalingOnline.
- 5.2. The agreement ends the moment BudgetVertalingOnline has completed the work and delivered it to the client.

#### **Article 6. Premature termination**

- 6.1. After the conclusion of the agreement, the client cannot terminate the agreement prematurely without cost. If the client terminates a contract prematurely, the client owes full payment of the agreed amount, unless BudgetVertalingOnline indicates that a reduction may be applied. The extent of such a reduction is at the discretion of BudgetVertalingOnline and depends on the work already carried out. BudgetVertalingOnline will make the work already completed available to the client.

#### **Article 7. Execution of the agreement**

- 7.1. BudgetVertalingOnline will strive to execute the agreement in a careful manner in accordance with the requirements of good workmanship.
- 7.2. During a translation job, the delivered document is translated only; the content of the document will not be checked.
- 7.3. BudgetVertalingOnline determines the manner in which the agreement is executed and by whom. Here, in the execution of the agreement, BudgetVertalingOnline has the right, without notice to the client, to engage third parties, to buy services from third parties and to have third parties perform the agreement in whole or in part.
- 7.4. With respect to storage and use, processing and handling of matters entrusted to BudgetVertalingOnline by or on behalf of the client, BudgetVertalingOnline uses the same care it uses regarding its own matters.
- 7.5. BudgetVertalingOnline will never be obliged to carry out activities that conflict with its professionalism, a third-party right, a statutory duty or that which is appropriate in society.

#### **Article 8. Client's obligations**

- 8.1. Unless agreed otherwise, the client must send the text to which the agreement relates by e-mail, readably and in a Word document. The document is not easily readable if, inter alia:
  - a. the text is copied from a PDF file and pasted into a Word file without any changes and the text is a row of words;
  - b. the text is a scan;
  - c. the text is an image pasted into the Word file.If the document is not easily readable, BudgetVertalingOnline informs the client via e-mail and the client is requested to correct the layout of the document. This may have implications for the delivery period. At the request of BudgetVertalingOnline, the client must explain the contents of the delivered text, such as explanations of specific terminology.
- 8.2. If the client delivers data carriers or electronic files to BudgetVertalingOnline, the client guarantees that the data carriers or electronic files are free of viruses and defects.
- 8.3. The client is obliged to inform BudgetVertalingOnline immediately of facts and circumstances that may be important for the execution of the agreement.
- 8.4. The client is not permitted to award BudgetVertalingOnline an assignment for the translation, summarizing or correction a document:
  - a. of which the content is in violation of national, international or other regulations;
  - b. of which the intellectual property rights are held by a third party and that third party has not given its consent for the translation and/or summarizing and/or correction.
- 8.5. The client will indemnify BudgetVertalingOnline against any claims of third parties that incur damage relating to the performance of the agreement and which is attributable to the client
- 8.6. If the client has not fulfilled his obligations to BudgetVertalingOnline, all additional costs incurred by BudgetVertalingOnline as a result will be charged to the client and/or BudgetVertalingOnline has the right to suspend the execution of the agreement and/or to terminate the agreement by giving a written notice.
- 8.7. BudgetVertalingOnline cannot be held responsible if the delivery period is not met because the client does not, not properly or timely fulfil his obligations under these general terms and conditions.

#### **Article 9. Changing of the agreement**

- 9.1. Alterations or supplements in/to the agreement could have financial consequences or other consequences, such as an extension of the delivery period. BudgetVertalingOnline will inform the client in advance, if possible.
- 9.2. BudgetVertalingOnline is not obliged to accept an alteration of the contract proposed by the client.
- 9.3. An alteration in the agreement is only valid after BudgetVertalingOnline confirms this alteration in writing or via e-mail.

#### **Article 10. Delivery and delivery period**

- 10.1. The work is delivered via email in a Word document, unless the parties have expressly agreed otherwise.
- 10.2. If BudgetVertalingOnline has indicated a period in which it will perform the tasks, this period cannot be regarded as a fatal/strict deadline. Exceeding a specified delivery period does not give the client the right to compensation, to terminate the agreement or any other form of compensation. The delivery period shall commence after the client has complied with Article 8.1 and, if the client is required to pay a deposit, after BudgetVertalingOnline has received the client's deposit.
- 10.3. The work is delivered at the moment of sending via email or by post by BudgetVertalingOnline.
- 10.4. If BudgetVertalingOnline suspects that it will not meet the specified delivery period, BudgetVertalingOnline informs the client as soon as possible. In such case, the parties shall consult with each other to reach a solution.

### **Article 11. Payment**

- 11.1. The client must pay the invoices received from BudgetVertalingOnline within 14 days after the invoice date.
- 11.2. BudgetVertalingOnline may require the client to pay a deposit. If the client fails to pay the deposit on time, BudgetVertalingOnline has the right to suspend the execution of the agreement until the deposit is paid in full. BudgetVertalingOnline cannot be held liable for any damages suffered by the client as a result from the suspension.
- 11.3. Exceeding the payment period, the client has to pay the statutory commercial interest from the date on which the amount has become payable until the date of payment, in accordance with Article 6: 119 BW. If the client is a consumer, the client has to pay the statutory interest in accordance with Article 6: 119 BW from the moment the client is in default. In addition, all costs incurred, after the client is in default, both judicial and extrajudicial, are charged to the client. If the client is a company, the extrajudicial collection costs are set at 15% of the principal with a minimum of € 100. If the client is a consumer, the extrajudicial collection costs are set at 15% of the principal on the first € 2,500, 10% of the principal on the next € 2,500 and 5% of the principal on the next € 5,000 with a minimum of € 40.
- 11.4. In case of liquidation, bankruptcy or suspension of payment of the client, claims from BudgetVertalingOnline and the obligations of the client towards the BudgetVertalingOnline will immediately be payable.
- 11.5. BudgetVertalingOnline may keep matters, data, documents, data files received or generated under the agreement, despite an existing obligation to deliver, until the client has paid all amounts owed to BudgetVertalingOnline.
- 11.6. Rights are continuously granted to the client under the condition that the client pays the agreed payments for that on time and in full.

### **Article 12. Complaints**

- 12.1. The client should notify BudgetVertalingOnline of complaints about the work done immediately and in any event within 10 days after the delivery. The notice must contain a detailed description of the failure, so that BudgetVertalingOnline is able to respond adequately.
- 12.2. If the client has not filed a complaint before expiration of the deadline as stated in Article 12.1, he is considered to have fully accepted the work and complaints shall only be considered if BudgetVertalingOnline still accepts them.
- 12.3. Filing a complaint does not suspend the payment obligation of the client.
- 12.4. After filing the complaint, the client should give BudgetVertalingOnline the opportunity to examine the soundness of the complaint and, if necessary, to perform the tasks agreed still.
- 12.5. If the performance of the tasks agreed is no longer possible or useful, BudgetVertalingOnline will only be liable within the limits of Article 13 of these general terms and conditions.

### **Article 13. Liability and limitation period**

- 13.1. BudgetVertalingOnline cannot be obliged to compensate for any damage, which is a direct or indirect result of:
  - a. an event which is in fact beyond its control, and thus cannot be attributed to its comings and/or goings, as described in Article 14 of these general terms and conditions;
  - b. any act or omission of the client, his employees, or other persons who are employed by or on behalf of the client.
- 13.2. BudgetVertalingOnline is not liable for damages of any kind, because BudgetVertalingOnline goes by false and/or incomplete information or documents provided by the client.
- 13.3. BudgetVertalingOnline can never be held liable for the content of the text supplied by the client.
- 13.4. The risk of adverse effects, including personal injury or economic loss, of use of the work lies with the client. The client is deemed to check essential items in the work, including monetary amounts, figures, medical terms, for accuracy, because BudgetVertalingOnline provides translations, summaries and corrections to the best of its knowledge and ability, but it can in no case exclude omissions.
- 13.5. BudgetVertalingOnline is not liable for damage to or loss of documents made available by the client or for the consequences of sending data using telecommunication facilities.
- 13.6. The client is required to keep copies of documents and information provided by him until the assignment has been completed. If the client fails to do so, BudgetVertalingOnline cannot be held liable for damages that would not have occurred if such copies had existed.
- 13.7. BudgetVertalingOnline is never liable for indirect damages, including consequential damages, lost profits, lost savings, loss due to business interruption and loss of goodwill.
- 13.8. If BudgetVertalingOnline is liable for any damage, the liability of BudgetVertalingOnline is limited to the amount of the payment made by the insurer of BudgetVertalingOnline. If in any case the insurer does not pay or if the damage is not covered by the insurance, the liability of BudgetVertalingOnline is limited to the invoice amount, at least that part to which the liability relates, with a maximum of € 1000.
- 13.9. The client must institute all legal proceedings within 1 year if the client is not satisfied with the work or the actions of BudgetVertalingOnline. If the client does not act in time, the legal proceedings lapse.

### **Article 14. Circumstances beyond BudgetVertalingOnline's control / Force Majeure**

- 14.1. BudgetVertalingOnline is not obliged to fulfill any obligations or to pay compensation in the case of force majeure. Force majeure shall in any case include: illness of the natural person who performs the tasks on behalf of BudgetVertalingOnline, a non-attributable shortcoming of a third party hired by BudgetVertalingOnline, virus infection and computer intrusion by third parties, Internet failure, power failure, fire, government measures, or any other situation over which BudgetVertalingOnline has no (decisive) control.
- 14.2. Insofar BudgetVertalingOnline has already partially fulfilled its obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfill them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, BudgetVertalingOnline shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The client is obliged to pay this invoice as if it were a separate agreement.

#### **Article 15. Dissolution**

- 15.1. BudgetVertalingOnline is, in addition to the grounds stated in the law on which dissolution is possible, entitled to dissolve or terminate the contract with the client without judicial intervention in whole or in part with immediate effect if the client:
  - a. has applied for an official moratorium or this has been granted to him;
  - b. has been declared bankrupt or has filed for bankruptcy or goes into liquidation;
  - c. does not fulfil his (payment) obligations towards BudgetVertalingOnline.
- 15.2. Furthermore, BudgetVertalingOnline is entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or can no longer be expected to standards of reasonableness and fairness or if other circumstances arise of such nature that the unaltered maintenance of the agreement cannot reasonably be expected.
- 15.3. In the event of termination of the agreement, BudgetVertalingOnline is not liable to reimburse any direct or consequential loss suffered by the client.
- 15.4. If the agreement is terminated or BudgetVertalingOnline suspends the execution of the agreement, the work performed until the date of termination or suspension will be invoiced to the client, without prejudice to the right of BudgetVertalingOnline to compensation for damage it suffers or has suffered because of the dissolution or suspension, such as revenue loss.

#### **Article 16. Intellectual property**

- 16.1. BudgetVertalingOnline holds the copyrights to the work.
- 16.2. BudgetVertalingOnline grants the client the exclusive, unlimited and perpetual right to use the work, but only after the client fulfils all his (payment) obligations under the agreement.
- 16.3. If the client makes changes to the work, BudgetVertalingOnline can require the client to remove the mention of the name or logo of BudgetVertalingOnline from the work.
- 16.4. By giving an order to perform work, the client declares that no infringement is made on legal requirements and/or third-party rights, including copyright, and that he indemnifies BudgetVertalingOnline for the claims of third parties in this respect or for direct and indirect consequences, both financial and otherwise, stemming from the publication or reproduction.

#### **Article 17. Confidentiality**

- 17.1. BudgetVertalingOnline guarantees to keep the data of the client confidential and not to transfer the data to third parties, unless the client has given permission. Third party does not include a party that BudgetVertalingOnline hires for the (partial) execution of the agreement.
- 17.2. If BudgetVertalingOnline is obliged pursuant to a statutory provision or a legal ruling to disclose confidential information to third-parties designated by the law or the court with competent jurisdiction, and BudgetVertalingOnline is unable to invoke a right to privilege recognized or permitted by statute or by the court with competent jurisdiction, BudgetVertalingOnline is not obliged to pay compensation for damages or other compensation and the client is not entitled to dissolve the contract.

#### **Article 18. Applicable law and competent court**

- 18.1. Any agreement between BudgetVertalingOnline and the customer is governed by Dutch law, regardless of whether these conditions have been translated from Dutch into another language.
- 18.2. All disputes related to agreements between the client and BudgetVertalingOnline will be submitted to the competent court in the district where BudgetVertalingOnline is located. The client being a consumer has the ability to opt for the legally competent court within 1 month after BudgetVertalingOnline has made an appeal to this article in writing.

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