

GENERAL TERMS AND CONDITIONS OF THE NGTV FOR TRANSLATION WORK

Definitions

Principal: 1) the natural or legal person who has entered into the contract (of assignment) with the translator; 2) the natural or legal person who has given permission to a third party to enter into the contract (of assignment) with the translator by means of a power of attorney.

Contract (of assignment): the contract to be entered into by the translator and the client in respect of translation work.

Translator: the natural or legal person who carries out the translation of the order maker.

Translation: the final file/document after the translation work has been carried out.

Article 1 - Applicability of the conditions

1.1 These general terms and conditions apply to every quotation submitted by the translator/translator and every agreement between the translator/translator affiliated to NGTV (hereinafter referred to as "the translator") and a client.

1.2 The translator shall declare the present terms and conditions applicable to every quotation and/or contract he concludes with a client.

1.3 The translator may engage his own staff or third parties for the execution of the commission, whereby the translator shall exercise due care.

1.4 If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or should be annulled, these general terms and conditions shall continue to apply in all other respects. The translator and the client shall then consult in order to agree new provisions to replace the null and void or annulled provisions, taking into account as far as possible the purpose and purport of the original provisions.

1.5 If there is any lack of clarity or disagreement regarding the interpretation of one or more provisions of these General Terms and Conditions, then the interpretation must be in the spirit of these provisions.

1.6 If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.

1.7 If the translator does not always require strict compliance with these general terms and conditions, this shall not result in the provisions thereof not being applicable, or in the translator losing in any way the right to demand strict compliance with the provisions of these general terms and conditions in other cases.

Article 2 - Quotations, conclusion of the contract

2.1 All offers and quotations by the translator are without obligation.

2.2 The contract shall be established by the client's written acceptance of the quotation or by the translator's acceptance of the order placed by the client. The translator shall ensure a clear description of the delivery specifications and period(s) within which the material to be delivered by the client must be in the possession of the translator.

2.3 If the translator has not been able to inspect the full text of the commission within five working days of the date of quotation, the translator may, after acceptance of the order/quotation, revoke the quotation and/or deadlines quoted. The foregoing provisions shall also apply if the files/documents supplied by the client do not meet the delivery specifications referred to in Article 2.1.

2.4 If the client accepts the quotation issued with due observance of one or more adjustments, a new quotation must be issued. If in such a situation no new quotation has been issued, no agreement has been concluded.

2.5 A compound quotation does not oblige the translator to carry out part of the commission for a corresponding part of the quoted price. Offers made previously do not automatically apply to future assignments.

2.6 The translator may not be bound by his or her quotation if the quotation, or part thereof, contains an obvious mistake or slip of the pen.

Article 3 - Modification, withdrawal of contracts

3.1 If the client makes changes to the commission after the contract has been concluded, the translator shall be entitled to adjust the term and/or the fee or to refuse the commission after all.

3.2 If an assignment is withdrawn by the client, payment for the part of the assignment already carried out shall be due, as well as an hourly fee for research work already carried out for the remaining part.

3.3 If the translator has reserved time for the execution of the commission and this time can no longer be used elsewhere, the client shall be required to pay 50% of the fee for that part of the commission that has not been executed.

Article 4 - Execution of contracts, confidentiality

4.1 The translator shall be required to carry out the commission to the best of his knowledge and ability and with a proper understanding for the purpose specified by the client.

4.2 The translator shall treat all information made available by the client in the strictest confidence. The translator shall require his employees and/or third parties to be engaged to maintain confidentiality.

4.3 Unless explicitly agreed to the contrary, the translator shall be entitled to have a commission carried out (in whole or in part) by a third party, without prejudice to his/her responsibility for the confidential treatment and proper execution of the commission.

4.4 The translator and the client may agree in writing that the assignment will be carried out in several stages and that the part already carried out will (always) be invoiced separately.

4.5 If the commission is to be executed in stages, the translator may suspend the execution of those parts belonging to a subsequent stage until the client has approved in writing what has already been executed.

4.6 The translator does not guarantee the accuracy of the information provided by the client to the translator and accepts no liability for damage, of whatever nature, resulting from the use of the information provided.

4.7 In the event that the principal should default in the proper fulfilment of his obligations towards the translator, the principal shall be liable for all damage caused directly or indirectly to the translator as a result.

4.8 If, during the execution of the agreement, it appears that it is necessary to amend or supplement it in order to ensure its proper execution, the parties shall amend the agreement in good time and in mutual consultation. As a result, the originally agreed amount may be increased or decreased. The translator will quote a price as much as possible. If the contract is amended, the originally stated term

of execution may be changed. The client accepts the fact that the contract may be amended, including the change in price and term of execution.

Article 5 - Intellectual property

5.1 Unless expressly agreed otherwise in writing, the translator retains the copyright on translations and other texts produced by the translator.

5.2 If the translator acquires knowledge of translation of certain words or concepts in the performance of a contract, he or she is permitted to use them for other purposes or for the performance of other contracts. All this insofar as the translator is not thereby in breach of his/her duty of confidentiality to the client.

5.3 The client shall indemnify the translator against claims by third parties for alleged infringement of property rights, patent rights, copyrights or other intellectual property rights in connection with the performance of the contract.

Article 6 - Dissolution

6.1 The translator shall be entitled to terminate the contract in whole or in part if the principal is in default of his obligations, goes into liquidation, applies for a moratorium, applies for the bankruptcy of the principal, or if the principal ceases or dissolves his business in whole or in part.

6.2 If, after the contract has been concluded, it appears that the execution of the commission is not reasonably possible and that the non-performance can be attributed to the information provided by the principal, the translator shall be entitled to dissolve the contract or to charge additional costs for work that differs from that quoted. The foregoing shall also apply if, during the execution of the contract, it emerges that the information provided by the client at the time the contract is concluded is of a substantially different nature than that which was provided during the execution of the contract.

6.3 Dissolution of the contract as referred to in articles 6.1 and 6.2 shall not release the client from his/her obligation to pay for the work already carried out by the translator.

Article 7 - Complaints and disputes

7.1 The client shall report complaints about the work delivered to the translator in writing as soon as possible and in any case ten working days after delivery. Expressing a complaint does not release the client from his/her obligation to pay.

7.2 If the complaint is well-founded, the translator shall improve or replace the work delivered within a reasonable period of time or, if the translator cannot reasonably comply with this requirement, grant a reduction in the price.

7.3 If the client and the translator fail to reach a solution to the complaint within a reasonable period of time, the dispute shall be submitted to the Disputes and Disciplinary Committee of the NGTV within two months after it has been established that the dispute has not been resolved. Settlement of the dispute shall then take place in accordance with the dispute regulations of the NGTV. If no appeal is made to the Disputes and Disciplinary Committee of the NGTV, no appeal can be made to the civil court (see article 12.3 of these terms and conditions).

7.4 The client's right to complain shall lapse as soon as the client has edited the work delivered or has had it edited himself, without the translator's written permission, and has published the edited work or had it printed.

7.5 If the Disciplinary Committee has established that the complaint is unfounded, the costs incurred by the translator as a result, including research costs, shall be borne by the principal.

Article 8 - Period and time of delivery

8.1 The agreed delivery period is a target period, unless explicitly agreed otherwise in writing. As soon as it becomes clear to the translator that timely delivery is not possible, he shall inform the principal immediately.

8.2 In the event that the agreed term is imputably exceeded, the client is entitled to unilaterally dissolve the agreement if the execution can no longer be reasonably waited for.

8.3 The delivery is deemed to have taken place at the time of personal delivery or dispatch by ordinary post, fax, courier or electronic mail.

8.4 Delivery of data by electronic mail shall be deemed to have taken place at the time when the medium has confirmed the dispatch.

Article 9 - Fees and payment

9.1 In principle, the translator's fee is based on a word rate. Sometimes a fee based on an hourly rate will be charged. In addition to his or her fee, the translator may also charge the client for out-of-pocket expenses incurred in the execution of the commission.

9.2 The stipulated fee is exclusive of VAT, unless explicitly agreed otherwise.

9.3 If the translator has agreed a fixed fee or a fixed price with the client, the translator shall nevertheless be entitled to increase this fee or price if this increase is the result of an event as referred to in article 4.8, is the result of an authority or obligation imposed by law or regulations, or is caused by an increase in the price of wages, etc., or on other grounds which could not reasonably have been foreseen at the time the contract was entered into. The client shall in that case be entitled to dissolve the agreement, unless the parties agree on a new fixed fee or fixed price in mutual consultation.

9.4 Invoices must be paid within 30 days of the invoice date at the latest, in the currency in which the invoice is drawn up. After expiry of the period of 30 days, the client shall be in default immediately and without further notice of default, in which case the client shall owe the statutory interest on the invoice amount from the date of default until the moment of full payment.

9.5 If the Principal is in default or in default of performance, all reasonable costs incurred to obtain payment in and out of court will be for the Principal's account. The extrajudicial costs will be calculated on the basis of what is customary in the Dutch collection practice. (Statutory) interest is also due on the collection costs owed.

9.6 The principal shall not be entitled to set off any amounts owed by him/her to the translator. Objections to the amount of the invoice do not suspend the payment obligation.

Article 10 - Liability: indemnity

10.1 The translator shall only be liable for damage that is the direct and demonstrable consequence of a shortcoming attributable to the translator. The translator shall never be liable for other forms of loss or damage, including trading loss, loss due to delay and loss of profit. The liability is in any case limited to an amount equal to the invoice value excluding VAT of the commission in question.

10.2 Should the translator be liable for any damage, the translator's liability shall be limited to an amount equal to the invoice value excluding VAT of the commission in question.

10.3 The translator's liability shall in all cases be limited to the amount paid out by his insurer in a given case.

10.4 The client shall indemnify the translator against any claims by third parties who sustain damage in connection with the execution of the contract and where the damage is attributable to a person other than the translator. Furthermore, the client shall indemnify the translator against any claims from third parties arising from the use of the work delivered, except in so far as the translator is liable under this article.

Article 11 - Force majeure

11.1 For the purposes of these general terms and conditions, force majeure shall be understood to mean, in addition to what is understood in this respect by law and case law, all external causes, whether foreseeable or unforeseeable, over which the translator cannot exercise any influence, but which prevent the translator from fulfilling his obligations. These include, but are not limited to: fire, accident, illness, strikes, riots, war, government measures, power cuts of a longer duration, transport restrictions and the threat of terrorism.

11.2 During force majeure, the translator's obligations shall be suspended. If, as a result of force majeure, fulfilment of the obligation is no longer possible, both parties shall be authorised to dissolve the contract, without any obligation to pay damages. The client's obligation to pay for work already carried out shall remain unaffected. If the client is a consumer, the right to suspend payment shall only apply to the extent that the law grants him this right.

11.3 If the translator has already partially fulfilled his obligations when force majeure occurs, or can only partially fulfil his obligations, the translator shall be entitled to invoice the work already carried out separately and the client shall be required to pay this invoice as if it were a separate agreement.

Article 12 - Applicable law, disputes and competent court

12.1 The legal relationship between the client and the translator shall be governed by Dutch law.

12.2 All disputes about these general terms and conditions are subject to the judgement of the competent Dutch court.

12.3 The parties will only appeal to the court after they have done their utmost to solve the dispute that has arisen in mutual consultation. If that consultation has not led to a solution, the dispute must first be submitted to the Disputes and Disciplinary Committee of the NGTV, before the court can be called upon. Article 7.3 applies mutatis mutandis.

Article 13 - Deposit and registration

13.1 These revised general terms and conditions have been filed with the Chamber of Commerce in Amsterdam in March 2013 under deposit number 40516076.

13.2 NGTV reserves the right to amend or supplement these General Terms and Conditions. Amendments also apply to agreements already concluded with due observance of a period of 30 days after notification to the client. If the client does not wish to accept a proposed amendment, he/she may terminate the agreement until the date on which the new general terms and conditions come into effect. The current version can always be found on www.ngtv.nl.

13.3 The Dutch text of the General Terms and Conditions is always decisive for the interpretation thereof.

13.4 The Netherlands Society of Interpreters and Translators is registered in the Trade Register of the Chamber of Commerce in Amsterdam under number 40516076.