



Terms and Conditions For Ecrivus International
Professional Translation Company

GENERAL CONDITIONS

of:

Ecrivus International
Langweide 1
6363 AR Wijnandsrade
The Netherlands

Lodged with the South Limburg Chamber of Commerce and Industry on 26 June 2007 under number 14093828

Article 1. Definitions

In these general conditions, the following terms shall have the following meaning:

- '*consumer*': another party being a natural person not engaged in the exercise of any trade or profession;
- '*Translation work*', '*Editing work*', '*Proofreading*', '*Interpretation work*', '*DTP work*'

Article 2. Applicability of these general conditions

These general conditions apply to every offer and every contract between Ecrivus International ('Ecrivus') and a client to which Ecrivus has declared these general conditions to be applicable, unless the parties explicitly depart in writing, in full or in part, from these general conditions.

Article 3. Proposals

- 3.1 The proposals of Ecrivus are free of any obligation.
- 3.2 Unless indicated otherwise, the prices stated in a proposal exclude VAT.

Article 4. Performance of the contract

- 4.1 Ecrivus performs the contract to the best of its knowledge and ability and in accordance with good standards of professional practice. As far

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- as possible, every attempt will be made to preserve the original formatting and/or layout of the document to be translated.
- 4.2 If and to the extent required for a proper performance of this contract, Ecrivus has the right to have certain work carried out by third parties.
 - 4.3 The client ensures that all data and information which Ecrivus designates as necessary or which, based on the principle of reasonableness, the client ought to recognise as necessary for the performance of the contract, are furnished to Ecrivus in time. If the data and information required for the performance of the contract are not furnished to Ecrivus in time, Ecrivus has the right to suspend the performance of the contract and/or charge the client at customary rates for the extra costs resulting from the delay.
 - 4.4 Ecrivus is not liable for damage of whatever nature resulting from its acting on the basis of incorrect and/or incomplete data and information furnished by the client, unless Ecrivus ought to have known about the incorrectness or incompleteness. In particular, Ecrivus is not liable for the loss of the original formatting and/or layout of the document to be translated, unless preservation of the formatting and/or layout has been expressly agreed in writing at the time of giving the instruction.
 - 4.5 If it is agreed that the contract will be performed in phases, Ecrivus can suspend the constituent elements of a subsequent phase until the client approves in writing the results of the preceding phase.

Article 5. Contract duration; performance term

Unless expressly agreed otherwise, an agreed-upon term for the performance of the contract is not a strict deadline. It follows that in the event of the contract performance term being exceeded, the client is required to give Ecrivus notice of default in writing.

Article 6. Contract amendment

- 6.1 If it is shown during the execution of the contract that proper performance requires changes or additions to the work to be carried out, parties will amend the contract accordingly by mutual agreement in good time.
- 6.2 If parties agree to make changes or additions to the contract it may affect the time of completion of the contract. Ecrivus will inform the client of this as soon as possible.



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- 6.3 If the change or addition to the contract has financial and/or qualitative consequences, Ecrivus will inform the client beforehand. If a fixed fee is agreed, Ecrivus gives an indication of the extent to which the change or addition to the contract results in this fee being exceeded.
- 6.4 Notwithstanding paragraph 6.3, Ecrivus may not charge any costs in excess of those agreed-upon if the change or addition is the result of circumstances for which it can be held accountable.

Article 7. Confidentiality

Both parties shall observe secrecy regarding all confidential information they obtain in the context of their contract or from any other source. Information shall apply as confidential when the one party informs the other accordingly, or when it is evident from the nature of the information.

Article 8. Intellectual property

- 8.1 Without prejudice to the provisions of article 7. (Confidentiality) of these general conditions, Ecrivus reserves the rights and powers accruing to it in pursuance of the Copyrights Act.
- 8.2 All documents provided by Ecrivus, such as reports, opinions, designs, sketches, drawings, software, etc. are exclusively intended to be used by the client and may not be reproduced, made public or communicated to third parties by the client without the prior written permission of Ecrivus.
- 8.3 Ecrivus likewise reserves the right to use the increase in knowledge resulting from carrying out the work for other purposes, insofar as this does not involve passing on any confidential information to third parties.

Article 9. Cancellation

- 9.1 Either party can cancel the contract only in writing for serious reasons as referred to in section 408, sub-section 2, Book 7 of the Netherlands Civil Code.
- 9.2 In case of interim cancellation for serious reasons, the client shall owe a part of the remuneration, to be determined based on the principle of reasonableness, in conformity with the provisions of section 411, Book 7 of the Netherlands Civil Code.

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Article 10. Termination of the contract

The amounts due to Ecrivus by the client are payable immediately in the following cases:

- in circumstances that came to the attention of Ecrivus after the contract was concluded which give it good grounds to fear that the client will not meet its obligations;
- if Ecrivus asked the client at the time of entering into the contract to furnish security for specific performance and this security is not forthcoming or is inadequate.

In the cases mentioned, Ecrivus is entitled to suspend further performance of the contract or terminate the contract, all without prejudice to the right of Ecrivus to claim damages.

If circumstances were to occur in connection with persons and/or materials which Ecrivus employs or habitually employs in performing the contract, the nature of which is such as to render the performance of the contract impossible or inconvenient and/or disproportionately costly, to the point where performance of the contract can no longer be reasonably demanded, Ecrivus is entitled to terminate the contract.

Article 11. Defects; terms for complaints

- 11.1 Complaints about the work performed must be reported in writing by the client to Ecrivus within seven days of being noticed but not later than fourteen days after completion of the work in question.
- 11.2 If the complaint refers to the quality of the work performed, the work supplied will be proofread at the expense of the losing party by a proofreader to be designated by Ecrivus. If the proofreader is of the opinion that the client's complaint is not justified, the proofreader's costs will be for the account of the client, and if the proofreader is of the opinion that the client's complaint is justified his costs will be for the account of Ecrivus.
- 11.3 If a complaint is justified, Ecrivus will perform the work as agreed, unless this is by then found to be meaningless for the client. The client should make this known. If performing the services agreed-upon is then no longer possible or meaningful, Ecrivus will be liable only within the limits of article 15 (Liability).
- 11.4 Even if the client complains in time, its obligation to pay still stands



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Article 12. Fees

- 12.1 Offers and contracts in which a fixed fee is offered or agreed are subject to paragraphs 2, 6 and 7 of this article. If no fixed fee is agreed, paragraphs 3 to 7 of this article apply.
- 12.2 When entering into a contract, parties can agree on a fixed fee. The fixed fee excludes VAT and any disbursements.
- 12.3 If no fixed fee is agreed, the fee will be determined based on actual hours worked. The fee is calculated based on the usual hourly rates of Ecrivus applicable in the period during which the work is carried out, unless a different hourly rate is agreed.
- 12.4 Cost estimates, if any, exclude VAT and any disbursements.
- 12.5 For engagements lasting longer than one month, the costs due will be charged periodically.
- 12.6 When Ecrivus and the client agree on a fixed fee or hourly rate, Ecrivus is nevertheless entitled to increase this fee or rate. In particular, Ecrivus is entitled to pass on increases in the costs of third parties. Such increases can only be charged to the client provided the client has been informed before the starting date.
- 12.7 If the increase amounts to more than 10%, the client has the right to cancel the contract with immediate effect.

Article 13. Payment

- 13.1 Payment is to be made within thirty days of the invoice date, by means of legal tender at the office of Ecrivus, or by transfer of the amount owing to bank account number 123642612 (Rabobank Nuth) in the name of Ecrivus International in Wijnandsrade, the Netherlands. Once thirty days have passed since the invoice date, the client is in default by operation of the law without any notice of default being required; from the moment the client defaults in respect of the amount payable, interest at the statutory rate + 2% will be due on it.
- 13.2 In case of liquidation, bankruptcy or suspension of payment of the client, the client's obligations will be payable immediately.
- 13.3 Payments made by the client are always allocated first to all the interest and costs owing and then to the longest outstanding invoices payable, even if the client states that the payment refers to a more recent invoice.
- 13.4 Payment is to be made without discount or set-off.

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Article 14. Collection costs

14.1 If the client is in default or breach of meeting one or more of his obligations, then all reasonable costs incurred on obtaining an out of court settlement will be for the client's account. The client will in any event owe:

- on the first €2,950	15%
- on the excess up to €5,900	10%
- on the excess up to €14,748	8%
- on the excess up to €58,990	5%
- on the excess	3%

If Ecrivus shows that it has incurred higher costs necessary considering the principle of reasonableness, they will also qualify for reimbursement.

14.2 The client shall owe Ecrivus all the legal costs the latter incurs on all court proceedings, except insofar as the client shows them to be unreasonably high. This applies only if Ecrivus and the client are involved in litigation regarding a contract that is subject to these general conditions, and the legal judgment concerned in which the court rules fully or substantially against the client becomes definitive.

Article 15. Liability

15.1 Ecrivus shall never be liable for damage resulting from the choice of the means of forwarding the results of the job causing the client to receive these results too late, incorrectly or in a mutilated state.

15.2 The liability of Ecrivus shall be limited at all times to the amount of the fee payable, and for jobs of a longer duration to the portion of the fee due in respect of the last six months.

15.3 The liability limitations included in these general conditions do not apply if the damage is due to an intentional act or gross negligence on the part of Ecrivus or its managerial personnel.

Article 16. Force majeure

16.1 Force majeure is understood to mean circumstances preventing compliance with the engagement for which Ecrivus is not to blame.

If and insofar as these circumstances make compliance unduly difficult or impossible, they shall include: strikes at businesses other than that of



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Ecrivus, wildcat strikes or political strikes at the business of Ecrivus; a general shortage of essential raw materials or other goods or services required to carry out the performance agreed-upon; unforeseeable stagnation at sub-contractors or other third parties on which Ecrivus depends, as well as general transport problems.

- 16.2 Ecrivus also has the right to invoke force majeure if the circumstance standing in the way of (further) compliance occurs after Ecrivus should have complied with its engagement.
- 16.3 While force majeure lasts, the obligations of Ecrivus are suspended. If the period of force majeure during which Ecrivus is unable to comply with its obligations lasts longer than three months, either party is entitled to terminate the contract without any obligation to pay damages being applicable in that case.
- 16.4 If upon force majeure taking effect Ecrivus has already complied with part of its obligations, or is able to comply only with part of its obligations, it will be entitled to invoice separately the part already performed or the part it is able to perform, and the client shall pay this invoice as if it were a separate contract. This does not apply, however, if the part Ecrivus has already performed or the part it is able to perform does not have any independent value.

Article 17. Resolution of disputes

- 17.1 Notwithstanding the legal rules governing the jurisdiction of civil courts, and provided the district court has jurisdiction, every dispute between the client and Ecrivus shall be resolved by the Maastricht District Court. Ecrivus remains entitled, however, to summons the client to appear before the court of jurisdiction under the law or the applicable international treaty.
- 17.2 If the client is a consumer or if three or fewer persons (including the client himself) are employed in his business or practice, he has the right during one month after Ecrivus has invoked this provision to opt for resolution of the dispute by the civil court of jurisdiction under the law.

Article 18. Applicable law

The laws of the Netherlands apply to every contract between Ecrivus and the client.



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Article 19. Change to the general conditions

Ecrivus is entitled to make changes to these general conditions. These changes take effect at the announced time of entering into force. Ecrivus will forward the amended general conditions to the client in time. If the time at which the changes enter into force has not been announced, they take effect vis-à-vis the client as soon as the latter has been informed of the time at which the changes enter into force.



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