

Article 1 Applicability

These General Terms and Conditions of Delivery and Payment apply to all legal relationships and agreements between Ludejo BV and the client. The Terms and Conditions take precedence over any General Terms and Conditions applied by the client.

Article 2 Conclusion of agreement

1. An agreement is deemed to have been concluded as soon as the assignment issued by the client by either phone, e-mail or in writing has been accepted by Ludejo BV. The client will sign a written confirmation of each assignment issued to Ludejo BV. The organisation or representative thereof to sign the written confirmation will be regarded as the client.
2. The written confirmation will specify the estimated word count of the source text or estimated number of working hours needed to complete the assignment, the source text language, target language and precise or estimated invoice amount, not including VAT.

Article 3 Amendments to the agreement

1. Ludejo BV will adhere to the terms and conditions under which it has accepted the assignment as specified in the written confirmation, subject to cases in which an agreement is reached with the client to diverge from these terms and conditions.
2. If the client wishes to amend the source text or delivery date after having issued the assignment, Ludejo BV will only accept the amended text or terms and conditions if it deems itself capable of completing the assignment under the new terms and conditions. If necessary, Ludejo BV will adjust the delivery date on the basis of the amendments and apply additional charges if these amendments necessitate a greater investment on its part.
3. Under no circumstances can amendments to the source text made by the client after the assignment has been issued result in earlier delivery or reduction of the original fee.

Article 4 Cancellation of the agreement

If the client cancels an assignment that has already been issued, Ludejo BV will charge all costs incurred in connection with this assignment up until that point, including administrative costs, the fee for the amount of words to have been translated at that time and any loss of income due to having allocated time for the assignment. Where appropriate, Ludejo BV reserves the right to charge the full amount owed in connection with the translation assignment.

Article 5 Performance of the agreement

1. Ludejo BV will carry out each assignment with the amount of care expected of a diligent contractor. To this end, it will inform its translator(s) of any comments and requests from the client in relation to the assignment, such as instructions on preferred terminology.
2. Ludejo BV is entitled to outsource assignments to third parties, on the understanding that it will remain fully responsible for carrying out the assignments in

question.

3. If the source text is submitted in digital format, the translation will be rendered in the same file. The original layout will be adhered to wherever possible. In the event of a complex layout, any additional costs will be charged on to the client. If the source text is submitted by fax or regular mail, the translation will be provided in a file containing a minimal number of layout codes, unless the client specifically requests adherence to the original layout and Ludejo BV agrees to this request. In such cases, the additional costs of layout work will be charged on to the client.

4. Ludejo BV will endeavour to deliver the translation to the client by the agreed delivery date at the latest. However, this delivery date is not binding, and exceeding of the agreed period does not exempt the client from its obligation to pay, unless this can be fully attributed to gross negligence by Ludejo BV.

5. Ludejo BV guarantees that the final version of the translation delivered to the client will meet all its quality requirements. However, it will not regard the translation as definitive until it has been approved – and in some cases adjusted – by the client.

Article 6 Fees and payment

1. The fee will be set by Ludejo BV and specified on the order confirmation form. Ludejo BV bases its fees on either a word rate or an hourly rate, the combination of languages, specific characteristics of the document and text and special requests or requirements specified by the client.

2. Invoices from Ludejo BV must be paid within fifteen days of the date on the invoice, or within the term of payment specified on the order confirmation form.

3. Failure to pay within the agreed term will constitute default of payment, entitling Ludejo BV to charge the client the statutory interest plus a 3% surcharge over the entire invoice amount – calculated from the due date on the invoice – without notice of default.

4. Any judicial and extrajudicial costs incurred by Ludejo BV in collecting the amount owed by the client will be charged on to the client.

Article 7 Claims

1. The client is expected to check the translation – or have it checked by another party – as soon as possible after delivery by Ludejo BV in order to determine whether it meets the relevant requirements in terms of quality and usefulness.

2. If the assignment delivered to the client gives rise to any complaints, the client must report these complaints to Ludejo BV within ten working days of delivery.

3. Voicing a complaint or demonstrating a failure to perform does not under any circumstances release the client from its obligation to pay Ludejo BV for having carried out the assignment in question.

4. Ludejo BV will only handle complaints that have been clearly worded and relate to demonstrable errors or shortcomings.

5. If it deems the complaint to be valid, Ludejo BV will rectify the errors or shortcomings in question within a reasonable period.

Article 8 Liability

1. Ludejo BV may only be held liable for damages that have been directly and demonstrably caused by attributable errors or shortcomings. This liability is also limited to a maximum of the amount on the relevant invoice, for each event or series of events with a common cause. Ludejo BV cannot be held accountable for other damages resulting from such an error or shortcoming, such as trading losses, losses due to delays, immaterial damages, loss of profits or damage to the client's good

name, unless Ludejo BV is demonstrably guilty of gross negligence. Even if this is the case, Ludejo BV's liability will be limited to an amount determined by the court, based on the principle that Ludejo BV's liability for any damages incurred by the client is of a limited nature.

2. Lack of clarity, ambiguity and other demonstrable defects in the source text exempt Ludejo BV from all liability.

3. Under no circumstances can Ludejo BV be held accountable for damage to or loss of materials made available to it for the purpose of completing the assignment.

4. The client exempts Ludejo BV from third party claims regarding alleged infringement of intellectual copyrights, of any nature, in connection with completion of the assignment.

Article 9 Termination and cancellation

1. The agreement will be regarded as having been terminated as soon as both parties have met all their respective obligations as set out in the agreement.

2. If the client fails to meet its obligations, or in the event of bankruptcy, suspension of payment or liquidation, Ludejo BV is entitled to fully or partially cancel the agreement or cease to fulfill its contractual obligations without providing any further notice or compensation.

3. If Ludejo BV is unable to meet its contractual obligations as a result of circumstances beyond its control (including fires, accidents, illness, riots and civil commotions, war, network failures and government measures) Ludejo BV is entitled to adjust its terms and conditions of delivery to the new situation or cancel the agreement without any obligation to provide compensation.

Article 10 Applicable law

All disputes and legal claims arising in connection with an assignment carried out by Ludejo BV will be submitted to the competent Dutch court.

Article 11 Amendment of General Terms and Conditions of Delivery and Payment

Ludejo BV is entitled to amend these General Terms and Conditions of Delivery and Payment at any time without further notice, but commits itself to notifying its clients of any such amendments at the next possible opportunity.

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