



GENERAL TERMS AND CONDITIONS TRANSLATION SERVICES

This document contains the general terms and conditions (hereinafter also referred to as “General Terms and Conditions”) of **æni: author and translator** (hereinafter also referred to as “æni”), with its registered office at De Groene Boog 10, 7513KA Enschede, The Netherlands, registered with the Chamber of Commerce under number 67867847. These General Terms and Conditions are applicable to all Services provided by æni or by any Affiliate.

Article 1. Definitions and interpretation

1.1 In these General Terms and Conditions, the following capitalized definitions will have the meaning ascribed to them below, unless the context requires otherwise.

1.1.1 Affiliate(s): any party engaged by æni to deliver the Services in whole or in part.

1.1.2 Agreement(s): any agreement between æni and the Client for the provision of Services.

1.1.3 Client: the natural person or legal entity for which the Services are provided.

1.1.4 GDPR: the General Data Protection Regulation, as may be amended from time to time.

1.1.5 Offer(s): the non-binding offer or quotation of æni to provide a Service.

1.1.6 Party: æni or Client individually.

1.1.6 Parties: æni and Client jointly.

1.1.7 Service(s): all services, including interpretation, editing or translation services of text, documents or other material, provided by æni or its Affiliates.

1.2 Any reference to the singular shall include a reference to the plural, and vice-versa, unless the context requires otherwise.

1.3 Any reference to “including” shall be construed as “including but not limited to” and shall not limited the generality of the foregoing.

1.4. Any reference to one gender shall include other genders.

1.5. The clause headings of these General Terms and Conditions are for reference only and shall not affect the interpretation thereof.

1.6. These General Terms and Conditions are written in the English language and such language shall be leading in the interpretation thereof. Where any Dutch (legal) term has been added in brackets throughout these General Terms and Conditions, such Dutch (legal) term shall be leading. In case of a translation of the General Terms and Conditions into another language, the English language version shall prevail.

Article 2. Applicability of General Terms and Conditions

2.1 The General Terms and Conditions apply to the Agreements, Offers, and all other commitments related to the Services agreed between the Parties.

2.2 The applicability of any other general or special terms and conditions, including any terms and conditions of the Client, is expressly excluded.

2.3 If any provision of these General Terms and Conditions is deemed null and/or void, invalid or inadmissible, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. The Parties shall, in order to replace any such null and/or void, invalid or inadmissible provision, agree upon a new legally permissible provision that reflects the original intent of Parties as much as possible.

2.4 In the event of any inconsistency between the provisions in the General Terms and Conditions and the Agreement and/or the Offer, the provisions of the Agreement and/or the Offer shall prevail over the General Terms and Conditions. In the event of any inconsistency between the provisions of the Agreement and the Offer, the provisions of the Agreement shall prevail.

2.5 Changes or additions to the General Terms and Conditions or Agreement apply only if agreed in writing between the Parties and are only applicable to the particular Service to which they relate. Any changes agreed upon by Parties in the past do not give the Client the right to these changes in the future.





2.6. æni shall not be deemed to have waived any provisions of these General Terms and Conditions and/or the Offer and/or the Agreement, unless such waiver is explicit and given in writing. A waiver of any right, provision or claim shall not prejudice any æni rights or entitlements of æni in relation to any future right or claim.

Article 3. Offers

3.1 Offers of æni are open for acceptance for 30 days after the date of the Offer.

3.2 If the Client cancels an accepted Offer either before or after æni has commenced the performance or preparations of the Offer, Agreement and/or Services, the Client shall be liable to pay all costs or damages incurred by the æni. Cancellation of an accepted Offer by the Client shall require the Client to pay in full for the work already performed with respect to that Offer and, where appropriate, to pay compensation on the basis of an hourly rate for time spent on research for that part of the work not performed. In any event, and in addition to the aforementioned, a cancellation fee of 50% of the value of the Offer can be imposed by æni at its sole discretion.

3.3 Parties can enter into an Agreement in several ways:

- i) by acceptance of the Offer(s) by both Parties;
- ii) by signing an Agreement between Parties;

In any such event, the General Terms and Conditions shall apply.

3.4 The Client's oral or written acceptance of the Offer submitted by æni or, if no Offer is submitted, confirmation by æni in writing of an order placed by the Client shall constitute as an Agreement.

3.5. æni reserves the right to withdraw an Offer any time prior to, or within a reasonable time after, acceptance thereof, e.g. in case of limited resources, without incurring liability towards Client. æni shall as soon as reasonably practicable inform Client of such an event.

Article 4. Prices

4.1 Prices shall be based on æni's current hourly rate, unless the Parties agree otherwise. In addition, æni may charge the Client for any out-of-pocket expenses incurred in the performance of the Agreement and for any costs made in relation to any Affiliate.

4.2 The agreed prices from the Offer are leading and will be fixed during the term of the Agreement, unless otherwise provided in the Offer, Agreement and/or these General Terms and Conditions.

4.3 æni shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than could reasonably have been foreseen by æni when entering into the Agreement, to the extent such costs arise out of æni having to work with, inter alia,:

- a) laborious, time-consuming or unclear texts;
- b) faulty files or software supplied by the Client;
- c) any other circumstances which may render the work more difficult than æni could reasonably have anticipated.

æni shall inform the Client accordingly in the event any of the event listed above should occur.

4.4 æni may at any time revoke or change prices and dates of delivery in the Offer if it has not had the opportunity - prior to quoting such details - to view the entire text to be translated, interpreted or edited.

4.5 Any major changes made by the Client to the Offer or Agreement shall entitle æni either to modify the price and/or the date of delivery agreed or to refuse to execute the Service. In the event of the latter, the Client shall be required to pay for the work already performed.

4.6 The agreed prices are in Euro, excluding value added taxes.

Article 5. Delivery

5.1 æni shall perform the Services to the best of its insight and ability, in accordance with the reasonable requirements of good workmanship, and with the professional know-how which can reasonably be expected of a reputable service provider in its field. æni shall endeavor to meet the purpose specified by the Client for the text(s) to be translated, interpreted or edited by æni, but does not warrant or guarantee the suitability of any translation, edit, interpretation, or other part of the Services, for any particular purpose.

5.2 The Services shall be performed in accordance with grammatical and linguistic rules, taking into account the general meaning and purpose of the text, to the best of æni's knowledge and ability.





Should supplementary information or special stipulations not be provided by the Client, technical terms will be translated in accordance with general usage and so as to be generally comprehensible. Stylistic editing does not constitute part of the Service unless expressly agreed. The Client shall receive the translation in the agreed format.

5.3 The Client shall provide æni with any required accompanying information material required to perform the Services, in particular in case the text to be translated, edited or interpreted is of a specialist nature and/or if words or sentences included therein can have multiple meanings depending on the context.

5.4 Delivery shall be deemed to have taken place at the time the text is sent to the Client by æni

5.5 æni may, at its sole discretion, determine that the whole or a part of the Services will be performed by a third party or Affiliate.

5.6 æni may require certain conditions or preparations for the execution of the Service. In the event that æni is of the opinion that it is unable to proceed with the execution of the Services, æni is entitled to postpone or cancel execution thereof without being liable for any damages or consequences. æni shall inform Client of such an occurrence.

5.7 If æni fails or does not deliver the Service on time, Client shall notify æni thereof in writing and shall provide a reasonable period of time to remedy. If performance of the Services in whole or in part is no longer possible, Parties shall cooperate to find an alternative reasonable way to deliver alternative Services or have these performed by another party.

5.8. æni shall reasonably endeavor to deliver the Services at the date and time specified in the Offer or agreed between the Parties, but such date shall not be considered a strict deadline ("*fatale termijn*") under Dutch law.

Article 6. Billing and payment

6.1 Client shall pay any invoice within fourteen (14) days after the date of invoicing unless agreed otherwise.

6.2 Invoicing disputes do not suspend the payment obligation of the Client. Any invoicing disputes shall be made known to æni within fourteen (14) days after the date of invoice.

6.3 The Client is not entitled to set off any amounts due by æni.

6.4 æni is entitled to claim legal interest, collection costs or other costs from the Client if the Client fails to comply with the obligations contained in these General Terms and Conditions, Offer or Agreement, including the obligations related to payment.

6.5 æni is entitled, at any time, to suspend its obligations regarding the Service if it has any grounds to do so. In the event that the Service needs to be suspended, æni shall inform Client as soon as reasonably possible.

6.6 Any reasonable doubt on the part of æni regarding the Client's ability to pay shall entitle æni to require the Client to provide sufficient security before æni commences or continues to execute the Services.

Article 7. Confidentiality and data protection

7.1 Client shall keep all information received from æni and/or its Affiliates confidential and shall not disclose any information obtained or shared in the performance of the Agreement to third parties.

7.2 The confidentiality obligations mentioned in this article shall not apply in relation to:

I. Information that has become generally accessible without this being a consequence of non-compliance with this confidentiality obligation;

II. Information that a Party has legitimately obtained or became acquainted with before receiving this information from to the other Party;

III. Information which needs to be disclosed by a court order or statutory obligation.

In the event of sub III above, the Parties shall to the extent legally permissible limit the extent of the disclosure as much as possible.

7.3 Parties will process all confidential information, in particular (sensitive) personal data, in accordance with applicable laws and regulations, including but limited to the GDPR. The Parties will take appropriate organizational measures to ensure the confidentiality of information and the protection of personal data.

7.4 In the event of a breach of the obligations under this article, the Client is obliged to pay an





immediately payable fine of EUR 1.000 per event to æni, without prejudice to æni's right to claim actual damages in excess of this amount.

7.5. æni shall be allowed to disclose any information received from the Client to any third parties or Affiliates in the performance of the Services.

Article 8. Intellectual Property

8.1 Client shall not use the name of æni and/or the names of its directors, employees or Affiliates in publications and/or advertisements or otherwise without prior permission of æni.

8.2 Barring explicit agreement in writing to the contrary, the copyright on any results arising from the performance of the Services, such as translations, edits and interpretations produced by æni, shall vest in the Client at such time as the Client meets all its financial and other obligations to æni in full with respect to the work in question.

8.3. The Client warrants and guarantees to be the sole legal owner of any information, documents or data supplied to æni for the performance of the Services, and that any such information, documents or data does not infringe upon any intellectual property rights of third parties.

Article 9. Liability

9.1 æni shall not be liable for any loss or damage caused to, or which has arisen for, the Client or for third parties, unless there is gross negligence ("*grove nalatigheid*") or willful misconduct ("*opzet*") on the part of æni. The liability of æni shall in any event be limited to an amount equal to the amount that is invoiced (excluding VAT) to the Client, or, if and insofar the damages are insured, to an amount equal to the sum actually paid out by the insurance (whichever is less).

9.2 The liability of æni for any indirect or consequential loss or damage, including but not limited to consequential loss, loss of profits, loss of business opportunity, lost savings and damage due to company stagnation, is excluded.

9.3. To the maximum extent permissible by law, æni shall not be liable for the use of the results of the Services by the Client or by third parties. The Client acknowledges and agrees with the aforementioned, and shall indemnify and hold harmless æni for any loss or damages arising out of the use and/or disclosure of such results.

9.4 The Client similarly undertakes to indemnify æni against any claims by third parties on account of (alleged) violation or infringement of property rights, proprietary rights, patent rights, copyrights, moral rights or any other intellectual property rights in relation to the results of the Services.

9.5 If æni provides Services to minors, the guardians or parents of the minor are responsible for the minor as if the guardian or parent itself is part of the Agreement. æni can reasonably trust that the minor has permission of its guardians or parents to purchase the Service.

Article 10. Complaints and disputes

10.1 The Client shall be required to notify æni in writing of any complaints regarding the Services as soon as possible, and in any case no later than ten (10) working days after the delivery of the Services. Lodging a complaint shall not release the Client from its payment obligations.

10.2 Should the Client query the accuracy of specific sections of the Services supplied by æni and ask æni for its comments, and should æni subsequently be able to demonstrate that the sections in question are not incorrect, æni shall be entitled to charge the Client in full for the additional time spent on dealing with the query and for any other expenses incurred in connection herewith.

10.3 If the Client does not lodge a complaint within the period specified in article 10.1 above, the Client shall be deemed to have fully accepted the Services. Any changes made by æni, at the Client's request, to any part of the translated or edited text shall in no way constitute an acknowledgement on the part of æni of supplying an incorrect or faulty Services.

10.4 In the event of a valid complaint, æni shall be allowed a reasonable period to improve or substitute the Service. If æni is unable to make the required improvements or to substitute the Service, it may grant the Client a discount.

Article 11. Termination

11.1 æni may terminate the Agreement immediately if Client does not comply with its obligations under the Agreement and has failed to do so after written notice of default.

11.2 Either Party may immediately terminate the Agreement in the event the other Party has filed for





bankruptcy, is declared bankrupt (including personal bankruptcy of financial supervision), is insolvent, or has a creditor appointed to it.

Article 12. Force majeure

12.1 If either Party cannot meet its obligations due to reasons of force majeure (“*overmacht*”), those obligations will be suspended for the duration of the force majeure event.

12.2 The Party relying upon force majeure shall inform the other party as soon as reasonably possible after the commencement of the force majeure event and shall duly substantiate its claim regarding force majeure.

12.3 If the force majeure event continues for more than 90 days, each Party shall be entitled to terminate the Agreement in writing with immediate effect and without incurring any liability.

12.4 Each Party shall bear its own costs in relation to force majeure. However, force majeure shall not release the Client from any of its payment’s obligations.

Article 13. Applicable law and dispute resolution

13.1 The General Terms and Conditions of this Agreement are exclusively governed by the laws of the Netherlands, without giving rise to any conflict of law principles.

13.2 The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement or these General Terms and Conditions.

13.3 If a dispute arises between the Parties, they will reasonably endeavor to jointly settle the dispute. If the Parties fail to resolve the dispute amicably, they will submit the dispute to a competent court based in the Netherlands.

