

Terms and Conditions - Pearl Translations

Article 1 - General

1.1 These terms and conditions apply to all offers, quotations, activities, contracts and agreements between Pearl Translations and the client. Standard conditions of the client only apply if they are accepted by Pearl Translations in written confirmation.

1.2 If one or more of the provisions in these terms and conditions are ineffective or should be destroyed, the remaining provisions of these terms and conditions will be fully applicable. Pearl Translations and the client will then consult to replace the void or nullified provisions with new provisions to be agreed on, in which case the goal and intent of the original conditions shall be taken into account.

Article 2 - Quotations and establishment of the contract

2.1 All offers and quotations from Pearl Translations are optional.

2.2 The contract comes into effect when the client accepts the quotation of Pearl Translations in writing or - if no offer was made - when Pearl Translations confirms an order commissioned by the client in writing. If Pearl Translations was unable to see the full source text before the quotation was made, Pearl Translations can withdraw the quotation and deadlines after the client has accepted the offer made.

2.3 Pearl Translations may consider the client to be the person who has commissioned the order to Pearl Translations, unless this person has expressly stated to act on, in the name and on behalf of a third person, whose name and address are simultaneously provided to Pearl Translations.

Article 3 - Amendment and cancellation of orders

3.1 If the client makes changes in the order after the establishment of the contract, excepting minor changes, Pearl Translations is entitled to adjust the delivery time and/or the fee or to reject the order altogether.

3.1.1 Whether the change is a minor change, is determined by Pearl Translations in consultation with the client.

3.2 If an order is cancelled by the client, the client is obliged to pay the full sum for the executed part of the order. Moreover, the client, if applicable, is obliged to pay compensation, based on an hourly rate, for any research work undertaken for the remainder. Pearl Translations will submit the available, completed work to the client, if desired. The quality of the submitted work is not guaranteed in this case.

3.3 If Pearl Translations has reserved time for the implementation of the cancelled order, Pearl Translations may charge the client a remuneration of 50% of the fee for the unexecuted portion of the order.

Article 4 - Execution of orders and confidentiality

4.1 Pearl Translations is obliged to execute the order to the best of its ability and with the necessary expertise, taking into account the objective of the order specified by the client and to be executed by Pearl Translations.

4.2 Pearl Translations will keep the information provided by the client confidential, where possible, in relation to the execution of the order.

4.3 On request, the client shall, if possible, provide Pearl Translations with substantive comments on the order and, if available, relevant documentation and terminology. The dispatch of this information is always at the expense and risk of the client.

Article 5 - Agreed date and time of delivery

5.1 The agreed term of delivery is a target deadline, unless expressly agreed otherwise in writing. Once Pearl Translations perceives or expects that timely delivery is not possible, Pearl Translations has to notify this to the client immediately.

5.2 Pearl Translations is not liable for any damages resulting from a delayed delivery.

5.3 Delivery is deemed to have taken place at the time of shipment. The time of shipment is the time of posting, delivery to the courier or in case of electronic transmission (fax, e-mail, modem, FTP etc), when the medium has completed the transmission.

5.4 In relation to the implementation of the agreement by Pearl Translations, the client shall do all that is reasonably necessary or desirable for Pearl Translations to be able to deliver on time.

Article 6 - Fees and payment

6.1 The fee shall generally be based on a valid word or hourly rate of Pearl Translations, unless agreed otherwise.

6.2 Pearl Translations is entitled to raise the agreed price if the client provides additional laborious text, unclear copies, faulty computer software or data files that lead to more work or costs for Pearl Translations than it could reasonably expect when entering into the agreement. The list mentioned above is not exhaustive.

6.3 All prices are quoted exclusive of VAT.

6.4 Invoices shall be paid in Euros within 30 days after invoice date. In case of late payment the client is immediately and without notice in neglect, in which case the client shall be liable for the statutory interest over the invoice from the date of neglect until the moment of full settlement.

6.5 All judicial and extrajudicial collection costs, including costs for lawyers, bailiffs and debt collection agencies, are borne by the client. The extrajudicial collection costs are according to the increased extrajudicial collection costs used in law.

6.6 Pearl Translations has the right to require from the client prior total or partial payment, and/or (additional) security of a bank guarantee, for example, before beginning the execution of the order. If the client has not provided a security as referred to above within five working days after the written request, Pearl Translations has the right to suspend its obligations for a determined period and/or terminate the agreement. In case of suspension and/or termination of the agreement, Pearl Translations reserves the right of compensation for the work executed up to then.

6.7 Pearl Translations has the right to require payment in instalments during the execution of the order before beginning with it. If the client in such a case fails his obligation to pay according to article 6.4, Pearl Translations has the right to suspend its obligations and/or terminate the agreement. In case of suspension and/or termination of the contract Pearl Translations reserves the right of compensation for the work executed up to then.

6.8 If the client believes that the amounts billed by Pearl Translations are incorrect, he is liable to object to them in writing and specified within the applicable payment period mentioned in article 6.4. If the client does not respond to what is mentioned in this paragraph, his right to object to the level or composition of the invoice amount is lapsed.

Article 7 - Complaints and disputes

7.1 The client shall report complaints to Pearl Translations concerning the work delivered as soon as possible and shall notify this in any case in writing within ten working days to Pearl Translations. Expressing a

complaint does not relieve the client from his commitment of expenditure.

7.2 If the complaint is justified, Pearl Translations will improve or replace the delivered work within a reasonable time or, if Pearl Translations cannot reasonably fulfil the desire to improve the delivered work, it may give a reduction in the fee. If Pearl Translations can show that the provided translations are not incorrect, Pearl Translations is entitled to charge the client completely for the related extra working hours and other costs incurred.

7.3 The right to claim lapses if the client modified the delivered work, or had it modified, and then passed it on to a third party.

Article 8 - Liability and indemnification

8.1 Pearl Translations is not liable for damages resulting from the agreement, such as indirect damage, consequential loss, trading loss, damage due to delay and lost profit.

8.2 Ambiguity in the text to be translated or edited relieves Pearl Translations from any liability.

8.3 Pearl Translations is not liable for damage to or loss of the documents, information or data carriers provided for the implementation of the agreement. Pearl Translations is neither liable for costs and/or damage arising from the use of information technology and telecommunications or due to the transportation or the transmission of data (carriers) or to the presence of computer viruses in files or data carriers delivered by Pearl Translations.

8.4 The client protects Pearl Translations against all third party claims arising from the use of the delivered work.

8.5 The client protects Pearl Translations against any third party claims regarding alleged infringement of property, patent, copyright or other intellectual property rights related to the execution of the agreement.

Article 9 - Dissolution and force majeure

9.1 If the client fails to meet his obligations, if the client is declared bankrupt or filing for bankruptcy is requested, if the client has requested suspension of payment or has been granted payment, if the debt repayment scheme was made applicable to the client, or in case of liquidation of the company of the client, Pearl Translations is, without being obliged to any indemnity, entitled to dissolve the contract in whole or in part, or to suspend the execution thereof. Pearl Translations can then demand immediate payment of any unpaid bills.

9.2 If Pearl Translations cannot fulfil its obligations through circumstances beyond its risks or power, Pearl Translations is, without being obliged to any indemnity, entitled to cancel the agreement. Such circumstances (force majeure) in any case include - but not exclusively - fire, accident, sickness, riots, war, terrorist attacks, transport obstructions, government measures, disruption of the Internet services, neglect of suppliers or other circumstances beyond the control of Pearl Translations.

Article 10 - Copyright

10.1 Unless expressly agreed on otherwise in writing, Pearl Translations retains the copyright on translations and other texts written or reviewed by Pearl Translations.

10.2 The client indemnifies Pearl Translations against claims of third parties for alleged infringement of property, patent, copyright or other intellectual property rights related to the execution of the agreement.

Article 11 - Applicable law

11.1 The legal relationship applicable between the client and Pearl Translations is Dutch law.

11.2 All disputes are subject to the discretion of the competent Dutch court.

Article 12 - Terms and conditions and registration

12.1 Pearl Translations is registered in the Commercial Register of the Chamber of Commerce in Groningen with number 01165173.

12.2 A copy of these terms and conditions shall at first request and at all times be sent free of charge to the applicant.