

## GENERAL TERMS AND CONDITIONS OF MAVERICK TRANSLATIONS

### ARTICLE 1 - GENERAL

These Terms and Conditions apply to all legal relationships between Maverick Translations and the Client. A departure from the Terms and Conditions shall only be only valid if Maverick Translations has agreed to it in writing. The Client is expected to be acquainted with these rms and Conditions on receipt of the order confirmation.

1.1. The legal relationship between Client and Maverick Translations is governed by Dutch law. The competent Dutch court shall adjudicate any disputes that might arise.

### ARTICLE 2 - ACCEPTANCE OF THE ENGAGEMENT

2.1 All offers and proposals by Maverick Translations are subject to contract.

2.2. The agreement shall be formed by written acceptance of the tender by the Client, or, if no tender has been submitted, by written confirmation of an assignment by Maverick Translations.

2.3. If Maverick Translations has not had the opportunity to inspect the entire source text, Maverick Translations shall be entitled to revoke quoted prices and quoted delivery times.

2.4. If, after the formation of the agreement, changes other than slight changes are made to the assignment, Maverick Translations has the right to reject the changes or amend the agreement accordingly.

### ARTICLE 3 - CONFIDENTIALITY

3.1. Maverick Translations shall treat all information provided by the Client with the strictest confidence. Maverick Translations shall impose secrecy on all its employees but Maverick Translations cannot be held liable for violation of confidentiality by employees if this violation could not reasonably be prevented.

3.2. Maverick Translations retains the right to contract third parties to carry out (part of) the assignment, without prejudice to its responsibility for confidential treatment and adequate execution of the assignment. Maverick Translations shall impose secrecy on any third parties. Maverick Translations cannot be held liable for the violation of confidentiality by third parties.

### ARTICLE 4 - PRODUCT AND DELIVERY

4.1. Where possible, the Client shall, on request, provide intrinsic information about the source text and terminology. The Client shall always bear the costs and the risks for the dispatch of intended information.

4.2 The arranged delivery time is a target date; if timely delivery should be impossible, Maverick Translations shall notify Client without delay. Depending on the circumstances and the length of time by which the arranged date is exceeded, Maverick Translations may offer a reduction on the arranged price; however, Maverick Translations is not obliged to do so.

4.3 If the promised term is exceeded imputably and the delivery cannot reasonably be expected, the Client is entitled to dissolve the agreement without owing Maverick Translations compensation for damages.

4.4. The delivery shall be deemed to have been done at the time of dispatch by post, courier, fax or electronic means.

4.5. If the Client has a complaint about the supplied translation, Maverick Translations should be notified in writing of the complaint within five working days of delivery. The expression of a complaint shall not relieve the Client of its obligation to pay. If, in the opinion of Maverick Translations, the complaint is substantiated, Maverick Translations shall adjust the supplied translation in accordance with the wishes of the client and in accordance with the nature of the complaint within a reasonable length of time without charging for the time spent on the adjustment.

#### ARTICLE 5 - PAYMENT

5.1 All amounts exclude 21% VAT unless otherwise specified. Maverick Translations shall not charge VAT to clients outside the Netherlands.

5.2 Invoices should be paid within 30 days of the date on the invoice at the latest, in the currency in which the invoice is compiled. In the event of overdue payment, the Client is in default, in which case statutory interest shall be due on the amount on the invoice from the date of the default until the payment is settled in full.

5.3 Extrajudicial collection costs arising from overdue payment shall be charged to the Client.

#### ARTICLE 6 - LIABILITY

6.1 Maverick Translations can only be held liable for damage that is the immediate and demonstrable consequence of fault attributable to Maverick Translations. Maverick Translations can never be held liable for any other form of damage such as loss of profits, losses due to delays and lost income. In any case, the liability shall be limited to a sum equal to that of the value of the invoice, not including VAT, for the assignment in question, or if lower, to EUR 2,500.

6.2 Maverick Translations cannot be held liable for incorrect interpretations of texts that may be considered ambiguous.

6.3 The Client indemnifies Maverick Translations against claims from third parties concerning alleged infringement of ownership rights, patent rights, copyrights or other intellectual property rights in connection to the execution of the agreement.

#### ARTICLE 7 - OTHER PROVISIONS

7.1 Maverick Translations is authorised to dissolve the agreement, either fully or in part, or postpone its execution, if the Client does not fulfil its obligations, in the event of bankruptcy, suspension of payments or liquidation of the Client's company, without any obligation to pay compensation for damages. In such cases, Maverick Translations may demand immediate settlement of claims due to it.

7.2 If Maverick Translations has not fulfilled its obligations due to Force Majeure, it has the right to dissolve the agreement without any obligation to pay compensation for damages. As such circumstance shall be considered, but not limited to, fire, accident, illness, labour strikes, riots, war, transport impediments and government measures.