

TERMS AND CONDITIONS

1 - These terms and conditions shall apply to all legally binding transactions between Christy de Back Text & Translation Services and its clients. Deviation from these terms and conditions shall only occur with the prior written consent of Christy de Back Text & Translation Services. The client shall be deemed to be aware of these terms and conditions on his/her receipt of the engagement letter.

2 - All legally binding transactions between Christy de Back Text & Translation Services and the client shall be subject to Dutch law. Any disputes will be submitted to the competent court in the Netherlands.

3 - All tenders and prices quoted by Christy de Back Text & Translation Services shall be non-obligatory.

4 - The agreement shall become effective upon the client's issuing of a written acceptance of the tender submitted by Christy de Back Text & Translation Services or, in the event that no tender has been submitted, upon P&BTS issuing written confirmation of the engagement.

5 - In the event of Christy de Back Text & Translation Services not having been able to examine the complete source text, Christy de Back Text & Translation Services shall be entitled to retract the price and lead time quoted after acceptance of the tender.

6 - If, after conclusion of the agreement, the client makes any alterations to the engagement other than minor changes, Christy de Back Text & Translation Services shall be entitled to refuse those alterations or to amend the original agreement.

7 - If the client cancels the engagement, payment shall be due for the part of the engagement already executed, increased by a maximum of 50% of the part not executed. This increase shall be determined by Christy de Back Text & Translation Services, based on loss of productivity and/or any other relevant factors.

8 - Christy de Back Text & Translation Services shall undertake to perform the engagement to the best of its knowledge and abilities.

9 - Christy de Back Text & Translation Services shall treat all information provided by the principal with the strictest confidentiality. Christy de Back Text & Translation Services shall require the strictest confidentiality of all its employees or freelancers. Christy de Back Text & Translation Services shall not be accountable for any breach of confidence by any employee or freelancer working for Christy de Back

Text & Translation Services if that breach could not reasonably have been prevented.

10 - Christy de Back Text & Translation Services shall be entitled to engage third parties to perform the engagement, either in full or in part, without prejudice to Christy de Back Text & Translation Services' obligation to perform the engagement reliably and confidentially. Christy de Back Text & Translation Services shall require the strictest confidentiality of any third parties engaged. Christy de Back Text & Translation Services shall not be accountable for any breach of confidence by third parties.

11 - If so requested, the client shall provide Christy de Back Text & Translation Services with information regarding the contents of the source text and regarding terminology, if at all possible. Dispatch of said information will be for account and risk of the client.

12 - The lead time agreed is a target time. Should timely delivery of the product prove impossible, Christy de Back Text & Translation Services shall inform the client immediately. Christy de Back Text & Translation Services may, but is not obliged to, lower the fee agreed, depending on the circumstances and on the time by which delivery is delayed.

13 - Should Christy de Back Text & Translation Services be accountable for the delay, the client shall be entitled to rescind the agreement without being obliged to compensate Christy de Back Text & Translation Services, if it is unreasonable for the client to wait any longer.

14 - Delivery shall be deemed to have taken place at the moment of dispatch by post, courier, fax or electronic traffic.

15 - All amounts are presented exclusive of VAT.

16 - Invoices shall be paid within 30 days after the date on the invoice, in the currency in which the invoice is made out. Should payment not have been made within the period set, the client will be in default, and without further notice being required will be liable for the statutory interest which shall accrue from the date of default to the moment of full settlement.

17 - In the event of extrajudicial collection being required, a collection surcharge will be levied totalling 15% on the first EUR 2,500 of the capital amount plus interest and 10% of the remaining amount, with a minimum collection surcharge of EUR 150.

18 - Should the principal not be satisfied with the product delivered, a complaint may be made known in writing within 5 working days of the

product having been delivered. Reporting a complaint shall in no way relieve the client from his/her obligation to pay for the product delivered. In the event that, in the opinion of Christy de Back Text & Translation Services, the complaint is well-founded, Christy de Back Text & Translation Services shall adjust the product to meet the client's wishes, in accordance with the complaint. Christy de Back Text & Translation Services shall not charge the client for the time spent on any such adjustments.

19 - Christy de Back Text & Translation Services shall not be accountable for any damages other than those resulting directly and demonstrably from shortcomings on the part of Christy de Back Text & Translation Services. Christy de Back Text & Translation Services shall in no event be accountable for any other damages, such as trading or consequential damages, damages incurred as a result of delays and income foregone. The accountability shall in all cases be limited to the amount invoiced, exclusive of VAT, for the engagement concerned, or, if lower, to a maximum of EUR 2,500.

20 - Christy de Back Text & Translation Services cannot be held accountable for erroneous interpretations of text which may be considered to be ambiguous.

21 - Christy de Back Text & Translation Services cannot be held accountable for any damage to or loss of documents or information carriers made available by the client.

22 - In the event that the client does not fulfil his/her commitments, as well as in the event of bankruptcy, suspension of payments or liquidation of the company of the client, Christy de Back Text & Translation Services shall be entitled to terminate the agreement either in part or in full or to suspend the execution of the engagement, without being obliged to pay any compensation. In such cases, Christy de Back Text & Translation Services shall be entitled to demand immediate payment of the fee due.

23 - In the event of Christy de Back Text & Translation Services being unable to fulfil its commitments owing to circumstances beyond its control, Christy de Back Text & Translation Services shall be entitled to terminate the agreement either in part or in full, without being obliged to pay any compensation. Such circumstances include but are not limited to fire, accidents, sickness, strikes, civil unrest, war, transport impediments and government measures.

24 - Christy de Back Text & Translation Services shall retain the copyright to any products delivered, unless the parties have agreed otherwise in writing.

25 - The client indemnifies Christy de Back Text & Translation Services against any third-party claims regarding alleged breach of rights of ownership, patent rights, authors' copyrights or any other intellectual property rights arising in connection with the execution of the engagement.

26 - In the event of any disputes arising based on possible ambiguous interpretations of these terms and conditions, the Dutch-language terms and conditions of Christy de Back Text & Translation Services shall be leading.