

## GENERAL TERMS AND CONDITIONS

of MediLingua Medical Translations B.V.  
Poortgebouw - Rijnsburgerweg 10  
2333 AA Leiden  
The Netherlands  
hereinafter referred to as "MediLingua".

### 1.0 General

- 1.1 All quotations, agreements and negotiations made by MediLingua, in so far as these relate to the performance of services by MediLingua, will be subject to these General Terms and Conditions.
- 1.2 General Terms and Conditions of the customer are not accepted by MediLingua and shall not apply, unless otherwise confirmed by MediLingua in writing. Amendments, alterations or modifications of these General Terms and Conditions shall only be valid if mentioned in the written agreement.
- 1.3 With regard to the performance of the Work, MediLingua engages the services of its employees or of third parties, in which event MediLingua exercises due care and diligence.
- 1.4 If at any time one or more provisions of these General Terms and Conditions become void or voidable, whether in part or in full, the rest of these General Terms and Conditions remain in place. In this event, MediLingua and the customer will agree on the replacement of the void or voidable provisions by new provisions, while retaining the purpose and scope of the original provisions as much as possible.
- 1.5 If a situation arises between parties that has not been provided for in these General Terms and Conditions, this situation will be judged in accordance with the spirit of these General Terms and Conditions.
- 1.6 If MediLingua does not insist on the strict observance of these General Terms and Conditions at all times, this does not mean that the provisions concerned have become inapplicable or that, in other cases, MediLingua has in any way relinquished the right to insist on the strict observance of the provisions of these General Terms and Conditions.

### 2.0 Quotation

- 2.1 All quotations and estimates made by MediLingua are without obligation.
- 2.2 A quotation made by MediLingua will contain a description of the scope of the services to be rendered, the time-frame within which the services are to be rendered and the prices or rates applicable.
- 2.3 Quotations made by MediLingua will lapse in the event the customer does not act upon the quotation within 90 days from the date of the quotation.
- 2.4 MediLingua cannot be held to a quotation if that quotation, or part of it, contains an obvious mistake or clerical error.

### **3.0 Agreement**

- 3.1 An agreement between the customer and MediLingua shall come into existence by the customer's written acceptance of the quotation or by MediLingua's acceptance of the work commissioned to MediLingua by the customer.
- 3.2 MediLingua will not be bound to any additional agreement, alteration and/or promises made, unless otherwise confirmed in writing by MediLingua.
- 3.3 In the case of an agreement which is not limited to a specific project, the term of said agreement shall be for one year only, commencing on the date all parties thereto have signed the contract or on the date of the written agreement, which then shall be automatically renewed for successive periods of one year unless terminated by registered letter two months prior to any expiration date.

### **4.0 Changes and cancellation**

- 4.1 The specifications agreed upon may only be altered in the event that both parties agree upon a proposal for alteration. In the event parties agree to alter the specifications, parties must describe in writing the scope and character of the alteration as well as the extent to which extra or less services have to be rendered and the extent to which the performance dates are shifted.
- 4.2 In the event of an order cancellation or a delay caused by or for the account of the customer, the customer shall compensate MediLingua for the costs of the unused production time per translator allocated to a project, reserved by MediLingua.

### **5.0 Prices/Rates**

- 5.1 All quoted prices and rates shall be exclusive of value added tax, as far as this is applicable.
- 5.2 MediLingua's general prices and rates will be subject to change in the event of any increase in the project-related costs which are externally imposed upon MediLingua. Prices and rates specifically agreed upon with regard to a specific project shall not be subject to change, unless a price-adjustment mechanism has been agreed upon.
- 5.3 Fixed prices shall only apply to particular projects for as long as the specifications for the project as referred to in article 2.2 remain unaltered. In the event the specifications are altered and as a consequence thereof MediLingua has to render extra services, said services shall be rendered on an hourly basis at the hourly rate charged by MediLingua at the time the extra services are rendered or for fixed prices if agreed separately.
- 5.4 MediLingua is entitled to be compensated for additional costs not covered in the written agreement or the contract incurred on behalf of the customer, including but not limited to costs of couriers and travel expenses.

### **6.0 Payment**

- 6.1 Invoices will be made after final delivery by MediLingua, unless otherwise agreed upon with the customer.
- 6.2 MediLingua may enter into a written agreement with the customer for the purpose of completing the work in stages and for the separate submission of invoices for (each) stage of the work completed.

- 6.3 Payment is due 14 days after the date of invoice. In the event the term of payment is exceeded, the customer shall be liable to pay interest on all overdue amounts at the rate of one per cent per month as from the date payment was due, without further reminder or notice of default. MediLingua reserves the right to suspend any further deliveries to the customer under the particular contract or any other contract until payment is made in full.
- 6.4 All expenses to be incurred by MediLingua in respect of collecting the amounts due by the customer shall be for account of the customer. Collection costs, other than legal costs in respect thereof, shall be fixed at an amount of 15% of the outstanding amount with a minimum of 250 Euro.
- 6.5 MediLingua reserves the right to request the customer to provide appropriate security (form, content and issue to satisfaction of MediLingua) for the full and timely payment of the price, both prior to and during the performance of the agreement. In the event of non-fulfilment of the request for the aforementioned security, MediLingua will be entitled to cancel and/or terminate the agreement without any notice of default or legal intervention, or suspend the execution of the contract without being bound to pay any compensation for damages to the customer, and without prejudice to the right of MediLingua to request compensation for damages.

## **7.0 Ownership of Copyright**

- 7.1 The ownership of copies of translations supplied in whatever medium shall remain vested in MediLingua until payment of the total price in respect thereof and any other payments due to MediLingua from the customer have been made in full. Until such payment has been made in full the customer shall hold the translations as fiduciary agent for MediLingua; and in the event of payment in full not being made by the due date MediLingua shall be entitled to the immediate return of all existing copies of the translation in whatever media and shall have a right of access to any premises needed for the purpose of recovering possession of such copies.

## **8.0 Production schedule and Performance dates**

- 8.1 With regard to each project MediLingua and the customer will agree on a production schedule in which the performance dates of both parties for each part of the project will be specified. Said production schedule will be approved in writing by the customer and by MediLingua.
- 8.2 In the event the customer or MediLingua does not approve the proposed production schedule in writing and parties are not able to agree upon an alternative production schedule, MediLingua will not be bound by any performance date.
- 8.3 Each performance date is based upon the assumption that all performance prior thereto has been correct and timely.
- 8.4 Each party has an obligation to the other party to inform that other party about an expected delay in its performance.
- 8.5 In the event of a delay in the performance by MediLingua according to the agreed upon performance date of more than 30 days, which delay is caused not by force majeure or a non-fulfilment of the customer's obligations, MediLingua will provide

the customer with a discount to compensate for the delay. Said discount will amount to 4% of the price due in the event of a delay from 31 till 45 days, 5% of the price due in the event of a delay from 46 till 60 days, 6% of the price due in the event of a delay from 61 till 75 days and 7% of the price due in the event of a delay of 76 or more days, with a maximum of 10,000 Euro. Said discounts will not accumulate.

- 8.6 Subject to the provisions of article 8.5, MediLingua will not be liable for any loss or damage arising from delay in the performance of MediLingua, howsoever caused. A delay in the performance of MediLingua shall not entitle the customer to repudiate, terminate or rescind the agreement.

## **9.0 Customer's obligations**

- 9.1 The customer shall provide MediLingua at no cost to MediLingua with all the assistance MediLingua deems necessary for the performance of its services, which assistance will be specified in the written agreement.
- 9.2 The customer shall provide MediLingua with all the information necessary to render the services agreed upon.
- 9.3 On or before the date mentioned in the contract or written agreement the customer shall furnish MediLingua with the materials specified in the contract or written agreement, including but not limited to documentation on paper and electronic media.
- 9.4 In the event that the customer fails to fulfil its obligations under paragraph 1 through 3 of this article, the originally agreed upon production schedule becomes invalid and a new production schedule has to be made and agreed upon.

## **10.0 Quality**

- 10.1 MediLingua will endeavour to render its services to the best of its ability and to meet the quality requirements of its customers.

## **11.0 Complaints**

- 11.1 Complaints with regard to the services rendered by MediLingua should be lodged with MediLingua in writing within 14 days after the date the deliverables prepared by MediLingua (in whatever media) are sent to the customer. The lodging of a complaint shall not entitle the customer to suspend payment.
- 11.2 In the event a complaint is lodged within the period mentioned in paragraph 1 of this article the complaint will be dealt with and in so far the complaint is justified given the specifications of the agreement, MediLingua will endeavour to correct the source of the complaint to the best of its ability.
- 11.3 The deliverables prepared by MediLingua (in whatever media) and sent to the customer, are deemed to be finally approved by the customer after expiration of the term of 14 days referred to in paragraph 1 of this article, on the date the customer is given notice in writing that the complaint is not justified or on the date the customer is given notice in writing that MediLingua corrected the source of the complaint to the best of its ability.

## **12.0 Confidentiality**

12.1 MediLingua and its employees and subcontractors shall preserve the confidentiality of all information acquired or obtained from the customer. The customer shall preserve the confidentiality of information acquired or obtained from MediLingua. Furthermore, the customer shall preserve the confidentiality of all information about or from customers of MediLingua which the customer obtains during its visits to or residence in MediLingua's office.

## **13.0 Liability**

- 13.1 MediLingua shall only be liable towards the customer for damages suffered by the customer as a direct consequence of shortcomings by MediLingua or its employees and/or subcontractors and only in the event that under normal circumstances said shortcomings could have been avoided.
- 13.2 The liability of MediLingua shall be limited to the additional costs incurred to have a third party complete the order with a maximum amount equal to the fixed-price as specified in the contract or written agreement or – if no fixed price is agreed upon – to the presumed price based upon the hours reserved for the project multiplied by the hourly rate as specified in the contract or written agreement, in either case not exceeding the amount of 20,000 Euro.
- 13.3 In the event MediLingua has provided the customer with a discount as mentioned in article 8.5 the discount provided will be deducted from the amount due as a consequence of MediLingua's liability as mentioned in article 13.
- 13.4 MediLingua shall not be liable for any indirect, special, consequential or incidental damages (including but not limited to lost profits or loss of materials furnished to MediLingua by the customer) or for any other claims for damages arising out of the services rendered.

## **14.0 Indemnification**

14.1 The customer shall indemnify MediLingua and hold MediLingua harmless in respect of all claims of third parties resulting directly or indirectly from the services rendered by MediLingua to him.

## **15.0 Force majeure**

- 15.1 In the event a party is prevented from performing its obligations as a result of force majeure, said party shall be excused from timely performance after giving prompt written notice thereof.
- 15.2 In the event the circumstances constituting force majeure continue for more than 2 months, either party may terminate the contract upon written notice to the other party.
- 15.3 Force majeure arises in the event of circumstances in which a party cannot reasonably expect the other party to perform its obligations, even though the circumstances could have been foreseen. Force majeure arises in any case in the event of war, war-like operations, or hostilities, fires, the proclamation of regulations which restrict, obstruct or prohibit the fulfilment of obligations, complete or partial disturbance of the operations of MediLingua's company or

among MediLingua's suppliers, excessive illness of MediLingua's personnel, or non-compliance by third persons.

## **16.0 Termination**

- 16.1 Each party has the right to terminate an agreement between the parties immediately if any of the following events occur:
- 16.1.1 if the other party shall at any time be in default under the agreement and shall fail to remedy such default within 30 days from receipt of notice in writing specifying such default;
- 16.1.2 if the other party becomes insolvent or is likely to go into bankruptcy receivership administration or liquidation or shall cease to carry on business or -if the other party is an individual or individuals -in case of his or her death. In the event an agreement is terminated such termination shall be without prejudice to rights accrued prior to the date of such termination.
- 16.2 In the event of termination or rescission of an agreement for reason of default by MediLingua, MediLingua's liability for damages shall be limited to the additional costs incurred to have a third party complete the order subject to the maximum as specified in article 13.2.

## **17.0 Right to transfer the agreement**

- 17.1 Neither MediLingua nor the customer is entitled to transfer or assign the rights and obligations under any agreement without the prior consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the aforementioned MediLingua will be entitled to transfer its claim to a collection agency in the event the customer does not fulfil its obligation to pay the amounts due.

## **18.0 Applicable law, Disputes**

- 18.1 These general terms and conditions and other documents comprising the agreement between MediLingua and the customer shall be governed by the law of The Netherlands.
- 18.2 Any dispute between MediLingua and the customer not resolved by negotiations shall - at MediLingua's election - be finally settled, either by the competent court of Leiden, The Netherlands, or in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators designated in conformity with those rules.
- 18.3 In the event arbitration is chosen, the place of arbitration shall be Leiden, The Netherlands, and the language of arbitration shall be the English language, unless a different language has been mutually agreed upon.

## **19.0 Text**

- 19.1 In so far a translation of these general conditions is made, the English text of these general conditions shall prevail at all times.