

GENERAL TERMS AND CONDITIONS of HearHear

These General Terms and Conditions are used by the private limited company Business Translation Services B.V., trading under the name HearHear, with its registered office in Rotterdam, as well as by the (legal) persons designated by it.

Article 1. Definitions

1. In these General Terms and Conditions, 'HearHear' means the private company with limited liability Business Translation Services B.V., trading under the name HearHear, with its registered office in Rotterdam, and registered in the Commercial Register of the Chamber of Commerce under number 28093822, as well as the (legal) persons designated by it.
2. 'Client' means any natural person or legal person that HearHear makes an offer to, and any natural person or legal person that issues an order for an assignment to HearHear or (one of) its employees.

Article 2. Applicability

1. These terms and conditions are applicable to all offers, quotations (including appendices), tariff lists, agreements, and other legal relationships between HearHear and the client.
2. Assignments shall exclusively be accepted by HearHear, even if it is the express or implied intention that an assignment is carried out by a certain (legal) person. In derogation to Articles 7:404, 7:407, paragraph 2, and 7:409 of the Dutch Civil Code, the (legal) persons working for or on behalf of HearHear, either under an employment contract or otherwise, are not personally bound, responsible or liable.
3. These general terms and conditions have been filed with the Chamber of Commerce in Rotterdam under number 28093822.
4. A copy of these general terms and conditions shall always be sent on first request free of charge to the person making the request.
5. If these general terms and conditions have been translated from Dutch into another language, then the Dutch text shall prevail.
6. These general terms and conditions, or an agreement which is subject to such, can only be amended by way of a written agreement. Evidence to the contrary is excluded. This clause forms an agreement as to burden of proof in the sense of Article 7:900 of the Dutch Civil Code.

Article 3. Assignments

- 1 All offers, quotations, and tariff lists of HearHear are without obligation.
- 2 The agreement shall be concluded upon the written or verbal acceptance of the quotation of HearHear by the client, or – if no offer has been issued – upon the written confirmation by HearHear of an order for an assignment issued by the client.
- 3 The agreement shall at all times be concluded subject to the availability of interpreters.
- 4 HearHear shall be entitled to deem the party that has issued an order for the assignment to HearHear to be the client, unless the party has expressly notified that it is acting on the instructions of, in the name of, and for the account of, a third party, and on the condition the name and address of that third party has been issued to HearHear at the same time.
- 5 Agreements and commitments entered into by representatives or personnel of HearHear shall only bind HearHear after HearHear has expressly confirmed such in writing.
- 6 If HearHear has reasonable cause to doubt whether the client is able to fulfil its payment obligations, HearHear shall have the right to demand sufficient security from the client before commencing with the performance of the assignment or continuing with the performance of such.

Article 4. Changes and cancellation of assignments

- 1 The client is obligated to provide, at its own initiative and as quickly as possible, all the information that is relevant for HearHear in connection with the preparation of an offer, quotation, or tariff list, or the conclusion of an agreement.
- 2 If the client makes changes to the assignment after the conclusion of the agreement, or has not fulfilled its
- 3 obligations in accordance with the previous paragraph, HearHear shall have the right to change the delivery period and/or the fee, to refuse to accept the changes, or to refuse the assignment as yet. In the latter case, this refusal shall constitute a cancellation by the client, and that provided for in paragraphs 4 and 5 of this article shall apply *mutatis mutandis*.
- 4 The client can cancel the agreement at any time.
- 5 If an assignment is cancelled by the client, the client will be obligated to pay a cancellation charge. For cancellation 14 to 7 days prior to the agreed date, the cancellation charge will amount to 50% of the quoted fee, for cancellation between 7 to 3 days prior to the agreed date, 75% of the quoted fee, and after 72 hours prior to the agreed date, 100% of the quoted fee.
- 6 If an assignment is cancelled by the client, in all cases the client shall have to pay for the costs already incurred by HearHear, such to include non-cancellable costs of third parties.

Article 5. Performance of assignments

1. HearHear is obligated to carry out the assignment to the best of its knowledge and ability and with the necessary professional expertise, taking into account the objective specified by the client. HearHear shall only be bound to perform to the best of its ability and at no time shall it be obligated to achieve a certain result.
2. The assignment will be carried out by an independent, qualified interpreter engaged by HearHear.
3. The client is obligated to give a detailed explanation of the assignment to be performed, either at its own initiative or at the first request of HearHear or the interpreter engaged by it, and to provide any relevant documentation and lists of suitable terminology. The sending of the information in question shall in all cases be for the account and risk of the client.
4. Unless expressly agreed otherwise in writing, HearHear shall not be obligated to have the assignment carried out by sworn or certified interpreters.
5. Notwithstanding that provided for in paragraph 1 of this article, HearHear shall at all times be free to choose which interpreter it assigns to carry out the assignment. HearHear shall at all times be entitled to replace the interpreter selected by it with another interpreter with the same qualifications.

Article 6. Obligation to complain

1. The client should make any complaints about the services performed known in writing to HearHear as quickly as possible, but no later than within 5 working days after the provision of the relevant interpreting services. The submission of a complaint shall not discharge the client from its payment obligations.
2. If the client has not submitted a complaint by the end of the period referred to in paragraph 6.1, it shall be deemed to have fully accepted the services performed, and the client will no longer be able to invoke its right to complain about any deficiencies in the services performed.

3. If a complaint is made on time and the complaint is found to be valid, HearHear shall have the right to have the performed service improved or replaced within a reasonable period; if HearHear is not reasonably able to fulfil a demand for improvement or replacement, it can give a discount on the price.

Article 7. Confidentiality

HearHear shall treat all information made available by the client as strictly confidentially insofar as this is possible in connection with the performance of the assignment. HearHear shall impose an obligation of confidentiality on its employees and on the third parties engaged by it. However, HearHear shall not be liable for any breach of the obligation of confidentiality if HearHear can prove that it could not have prevented this breach.

Article 8. Delivery date

1. The agreed delivery date is a target date, unless expressly agreed otherwise in writing. As soon as HearHear discovers or expects that timely delivery is not possible, HearHear shall be obligated to immediately inform the client about such.
2. In the event of an attributable exceedance of a delivery date that has been expressly agreed in writing by HearHear, the client shall have the right to unilaterally dissolve the agreement, on the condition it can no longer be reasonably expected to wait for the performance to take place. In that case, HearHear shall not be obligated to pay any compensation. Dissolution in the aforementioned way shall be without prejudice to the obligation of the client to pay for that part of the assignment which has already been carried out.
3. In connection with the performance of the agreement by HearHear, the client shall be obligated to do all that which is reasonably necessary or desirable to make timely delivery by HearHear possible.

Article 9. Fees and payment

1. Unless explicitly stated otherwise, the prices and tariffs quoted by HearHear shall be in Euros, excluding VAT, excluding travel and accommodation expenses, and excluding the costs of any third parties engaged by HearHear.
2. The price quoted by HearHear for the performance of the relevant services shall exclusively apply for the performance of services in accordance with the agreed specifications.
3. All travel and accommodation expenses and other expenses incurred by the interpreters engaged by HearHear shall be for the account of the client.
4. For services that have to be provided outside of normal office hours, the following surcharges will apply: For services provided on working days after 18:00 and before 22:00 hours, a surcharge of 25% on top of the hourly rate will apply. For services provided on working days after 22:00 and before 06:00 hours and during the weekends, a surcharge of 50% on top of the hourly rate will apply.
5. Invoices must be paid no later than within 30 calendar days after the invoice date (or within any other period stipulated by HearHear in writing), without any discount, set-off, or suspension, nett, in the currency in which the invoice is drawn up. In the event of late payment, the client shall be in default immediately, without a notice of default being required, in which case the client shall owe statutory interest on the invoice amount, increased by 2 percentage points, as of the date of default on the payment up until the date of payment in full.
6. If the client fails to make payment on time, HearHear shall have the right to charge extrajudicial debt collection costs in accordance with the Extrajudicial Collection Costs (Fees) Decree.

Article 10. Liability and indemnity

1. HearHear shall only be liable towards the client for damages that are directly and demonstrably caused by an attributable failure on the part of HearHear. At no time shall HearHear be liable for any other form of damages, such as indirect damages, consequential damages, trading losses, delay losses, and loss of profits.
2. The liability of HearHear shall in any case be limited to a maximum of the invoice amount, excluding VAT, for the part of the relevant assignment that has already been invoiced for and/or carried out. The liability of HearHear is moreover in all cases limited to an amount of EUR 45,000 per event or per series of related events.
3. Mistakes, ambiguities, or lack of clarity in any information provided by the client as referred to in article 5, paragraph 3, or the failure to issue or the incomplete issuing of relevant information, shall be for the account and risk of the client. The client shall indemnify HearHear against all damages arising from such.
4. HearHear is not liable for any damage to or loss of the documents, information, or data carriers made available in connection with the performance of the agreement. Likewise, HearHear is not liable for any costs and/or damages caused as a result of the use of information technology and telecommunication resources, or as a result of the transport or sending of information or data carriers, or the presence of computer viruses in files or data carriers supplied by HearHear.
5. The client shall indemnify HearHear against claims of third parties relating to damages caused during the performance of an assignment for the client.
6. The client shall indemnify HearHear against all claims of third parties due to an alleged infringement of property rights, patent rights, copyrights, or other intellectual property rights in connection with the performance of the agreement.
7. Notwithstanding the foregoing, any liability limitation, liability exclusion, or liability assessment conditions which third parties can enforce against HearHear, can in turn also be enforced by HearHear against the client. If and insofar as HearHear has engaged third parties for the performance of the assignment, at no time shall the client be able to enforce more rights against HearHear than HearHear can enforce against the relevant third parties.

Article 11. Dissolution and force majeure

1. If the client does not fulfil its obligations, if the client is declared bankrupt or an application is made for its bankruptcy, if the client has applied for or is granted a suspension of payments, if the statutory debt rescheduling regulations for natural persons are declared applicable with respect to the client, or in the event of the liquidation of the company of the client, HearHear shall have the right to wholly or partially dissolve the agreement, or to suspend the performance of such, without any obligation to pay compensation. HearHear will then be entitled to demand immediate payment of any amounts owing to it.
2. If due to circumstances that are not for the risk of HearHear or which are beyond its control, HearHear is no longer able to fulfil its obligations, HearHear shall have the right to dissolve the agreement without being liable to pay any compensation on account of such. Such circumstances (force majeure) shall in any case be understood to include – but not be limited to – any situation where it is impossible for HearHear or the interpreters engaged by it to carry out the assignment due to illness, accident, fire, strike, rioting, war, terrorist attacks, transport difficulties, government measures, breakdowns in the services of internet providers, negligence of suppliers, or other circumstances over which HearHear has no control.
3. If as a result of force majeure HearHear has to stop the further performance of the agreement, it shall nonetheless be entitled to receive payment for the services that have been carried out, and the costs and disbursements incurred, up to that time.

Article 12. Third-party clause

1. Notwithstanding the foregoing, these terms and conditions are jointly stipulated on behalf of any third parties that are engaged, under an employment contract or otherwise, in connection with the performance of an assignment, or who are or could be liable in connection with such. The relevant (legal) persons and their legal successors under general title may at all times invoke this irrevocable third-party clause that has been stipulated for their benefit.

Article 13. Non-solicitation clause

1. After the signing of the agreement, during the period prior to the agreed date on which the interpreting services will be provided, and during a period of up to one year after the aforementioned date, the client shall refrain from entering into any independent relationship, either on a commercial basis or under an employment contract, with the interpreters assigned by HearHear to work for the client.
2. For each breach of the previous paragraph, the client shall forfeit to HearHear an immediately payable lump sum fine - without any prior demand or notice of default being required - of € 25,000 per breach and € 1,500 for each day that the breach continues, without prejudice to the other rights of HearHear under the law or under this agreement, such to include the right to demand fulfilment of the provisions that have been breached, or a prohibition, or to claim compensation instead of this fine.

Article 14. Applicable law and competent court

1. All agreements which these general terms and conditions are applicable to, as well as any disputes that arise out of such, shall be governed by Dutch law.

At the option of HearHear, disputes will always be put before the competent court of the District Court of Rotterdam, unless HearHear chooses to bring the case before the court in the district where the client is domiciled.