

General Terms of the Corporation Stronks Translations N.V.

1 General

1.1 These terms shall apply to all offers and transactions of Stronks Translations N.V., to be named hereinafter "Stronks", to the exclusion of client's general terms, unless Stronks has declared in writing to deviate from its terms.

1.2 Any offer or quotation in whatever form shall be without any obligation, unless expressly stipulated otherwise in writing.

2 Acceptance of Assignments and Way of Execution

2.1 An assignment is always accepted subject to the reservation that within five workdays after inspection of the document to be translated orally or in writing, or to be proofread or revised, Stronks shall have the right to still return same, without being obliged to any compensation.

2.2 Stronks is obliged to execute the assignment to the best of its knowledge and ability. Wishes of the clients (e.g. the use of a certain terminology in a text to be translated orally or in writing, or to be proofread or revised) will be taken into account in as far as Stronks deems this proper and wise.

2.3 Stronks shall have the right to cause the assignment given to it to be executed in whole or in part by third parties.

2.4 Stronks, and any third parties brought in by it for the execution of assignments, undertake confidentiality as regards any and all information which comes to its knowledge within the framework of the execution of the assignment.

2.5 Stronks shall not benefit itself or third parties in any way by making use of information which comes to its knowledge during the execution of the assignment.

3 Liability

3.1 In the event that, due to errors or omissions by Stronks, in the matter of which Stronks incurs serious reproach, client suffers damage, client shall not be entitled to claim compensation exceeding the invoice value of the assignment in question, unless this damage is the result of intent or gross negligence of the translator.

3.2 Stronks shall never be liable for damage resulting from loss or destruction of, or damage to, manuscripts, papers, books and other works entrusted to it, unless this is due to its negligence. Dispatch of these documents shall take place for client's account and risk.

3.3 The right to claim damages shall terminate at any rate after the lapse of one year after delivery of the translation, revision, or proofreading.

3.4 Client shall indemnify the translator against claims of third parties made after the lapse of one year after delivery of the translation, revision, or proofreading.

4 Delivery

4.1 Times of delivery will be indicated as accurately as possible, but always without obligation. In case of imputably exceeding the time of delivery promised by more than ten workdays, client shall have the right to dissolve the agreement. In that case Stronks shall not be obliged to any compensation.

4.2 In the event client withdraws an assignment after it has been given, client is obliged to pay the part of the assignment already executed at that date.

4.3 Client can only lodge a complaint concerning the assignment executed in writing and within no more than ten workdays after delivery. Lodging a complaint shall not release client from his obligation to pay.

4.4 In case Stronks deems a complaint well-founded, it may, at its discretion, either replace the work delivered, or grant a reduction on the price.

5 Force Majeure

5.1 Force majeure on Stronks' part shall be understood to be any circumstance unforeseen at the time of concluding the agreement, due to which fulfillment of any obligation cannot be demanded by client in reason. Force majeure shall be understood to include: illness, strike, lockout, war, danger of war, riot, transportation problems, fire, and other serious interruptions in its business or at its suppliers'.

5.2 In the event of force majeure Stronks' obligation shall be suspended. If the force majeure situation might continue to exist for such a period of time that fulfillment cannot be demanded anymore in reason, Stronks can dissolve the agreement for the future by a mere written statement, without it being obliged to any compensation, In the event that Stronks has to discontinue the further execution due to force majeure, it shall retain the right to compensation of the work executed and delivered up to that time.

6 Dispatch

6.1 Delivery shall be deemed to have taken place at the moment of dispatch by ordinary mail, by fax, by telex, by courier, etc.

6.2 Delivery of data through electronic mail shall be deemed to have taken place at the moment that the medium has confirmed the dispatch.

7 Copyright

7.1 Unless expressly agreed otherwise and in writing, Stronks shall retain the copyright on the written translations and other texts produced by it.

8 Payment

8.1 If no express agreement on the amount of the fee due to it has been made with client, Stronks shall have the right to charge client in respect of its work or time spent, a fee based on its rates. In addition to this it may charge client for the expenses attached to the execution of the assignment.

8.2 Payment of bills shall be effected no later than 14 days after date of invoice. Payments shall be effected in cash. In case of tardy payment, client shall be in default immediately. In that case Stronks shall have the right to charge the legal interests as from the due date of the invoice.

8.3 All collection charges in and out of court shall be for client's account. The extrajudicial collection charges shall amount to 5% of the claim, however, with a minimum of Afls.250,--.

8.4 As security for the recovery of its claim, Stronks shall have the right, if it deems this necessary, to demand prepayment in whole or in part, or bank guarantees and the like, before starting with the execution of the assignment. Stronks also reserves the right to send partial invoices during the execution of the assignment. In the event that client has not given such security, or has not made such partial payment within five workdays after written request thereto, Stronks shall have the right to suspend its obligations and/or to dissolve the agreement. In the event of suspension and/or dissolution of the agreement, Stronks shall retain the right to compensation of the work executed and delivered up to that date.

9 Final Provisions

9.1 Parties declare Aruban law applicable to this agreement. The Court of First Instance of Aruba shall be exclusively competent to take cognizance of disputes in the present matter.

Original Dutch version filed with the Clerk of the Court in First Instance of Aruba, June 1993.