

## General Terms and Conditions of Business for SPRACHENWERFT GmbH (valid from 01.05.2015)

### I. Scope of services

1.1 These General Terms and Conditions of Business apply to all present and future business relationships between a Client and the Supplier (SPRACHENWERFT GmbH). The Supplier provides the services listed in Item 1.2 unless expressly and agreed otherwise in individual cases.

1.2 The scope of services provided to the Client essentially consists of translation, adaptation, proofreading, interpreting, project management, planning and provision of any necessary additional services.

1.3 The Supplier undertakes to carry out all assigned tasks based upon the best available information and in good faith and in accordance with the principles of cost efficiency.

1.4 When requesting a quote, the Client undertakes to inform the Supplier of the intended use of the translation, adaptation and/or proofreading. They shall also indicate whether the service ...

... is intended for a specific target language/target country;  
 ... is required purely for information purposes;  
 ... is for publication and/or advertising;  
 ... is for legal purposes or patent procedures;  
 ... is needed for any other purpose which requires a special translation of the text by the assigned language service provider.

1.5 The Client may only use the translation for the purposes that they have indicated. The language service provider is not liable in the event that the Client uses the translation for a purpose other than the one agreed.

1.6 The Supplier is to provide translations as a single copy in electronic format unless agreed otherwise.

1.7 If the Client wishes a specific technology to be used, they must inform the Supplier of such requirements when handing over the necessary documents.

1.8 It is the Client's sole responsibility for the technical and factual accuracy of the source text.

1.9 The Supplier is entitled to pass the assigned task on to a qualified subcontractor (specialist translator); however, in such cases, the Supplier will still remain the Client's sole contractor and contractual partner.

1.10 The Supplier's name may only be added to the published translation, adaptation and/or proofread item if this had been agreed with the Client in writing beforehand, the Supplier translated, adapted and/or proofread the whole text and no changes have been made to the translation, adaptation and/or proofread item.

1.11 Unless agreed otherwise, the rules specified in DIN EN 15038 apply to the structural layout.

### II. Prices, additional conditions on invoicing

2.1 The prices for translations, adaptations, proofreading assignments and other necessary related services are based on the Supplier's respective current price list with the corresponding price applied to each respective type of service.

2.2 All prices are in euros – unless there are special alternative arrangements between the Client and Supplier – plus the statutory value added tax.

2.3 The price is calculated using the agreed basis, such as the number of words or standard lines in the source text, an hourly rate or the number of pages.

2.4 A cost estimate (quote) is only regarded as binding if it has been provided in writing and after the documents to be translated, adapted and/or proofread have been submitted to the Supplier. Other cost estimates and quotes serve as a non-binding guideline only. Cost estimates (quotes) are produced to the best of our knowledge as an expert language service provider, but no liability is accepted for their accuracy. Should there be an additional expense after the order is placed which was not evident beforehand, the Supplier will inform the Client immediately about such circumstances.

2.5 Unless agreed otherwise, changes to the order or additional orders may be invoiced at a reasonable extra price after prior consultation with the Client.

2.6 If the Client cancels an order after it has already been approved or placed, the Client must pay for any services that have already been provided before the order was cancelled. The Supplier will provide the Client with proof of the services provided until cancellation in such cases.

2.7 Reasonable surcharges may be applied to any rush jobs, weekend work or necessary additional work. Such surcharges are to be agreed between the Supplier and the Client on an individual basis as required and in advance wherever possible.

2.8 The Supplier may require partial or full payment of the quoted invoice amount in advance (prepayment) in the case of clients unknown to them (new clients). The Supplier may require progress payment or payment in instalments according to the delivered quantity or quantities in the case of larger orders.

### III. Delivery

3.1 The respective agreement between the Client and the Supplier as specified in the written quote is decisive regarding the deadline for delivery of the translation, adaptation and/or proofreading assignment. The Supplier will always specify all processing times and delivery deadlines, based upon available information and in good faith, in terms of working days (Monday to Friday). If the delivery date is a key integral part of the contract accepted by the Supplier and the Client does not wish to have a delayed delivery, the Client must expressly declare that this is the case in advance.

The Client must provide all the documents, such as source texts and all necessary background information, to the required extent in good time and must comply with the agreed payment conditions and other obligations to ensure compliance with the delivery period and the delivery date in the case of a firm business transaction.

If these prerequisites are not met in good time, the delivery deadline shall be extended correspondingly by the amount of time that the Client delayed in providing the necessary documents; in the case of a firm business transaction, the Supplier is responsible for assessing whether the agreed delivery deadline can still be met if the Client has delayed in providing the documents.

3.2 The translation, adaptation and/or proofreading assignment will be delivered by email or by post (in the case of sworn/notarised documents) in accordance with agreements previously concluded between the Client and Supplier. A delivery is considered complete when it can be demonstrated that has been sent. The Client bears the risks associated with delivery (forwarding).

3.3 Unless agreed otherwise, the Supplier will keep the documents which the Client provided to the Supplier after the translation, adaptation and/or proofreading task has been completed.

The Supplier must ensure that these documents are kept safe in accordance with the German Data Protection Ordinance, so that third parties and unauthorised persons do not have access to such documents, the obligation of non-disclosure is not breached and the documents cannot be used in a way which is contrary to the agreement.

### IV. Payment terms

4.1 The Supplier will invoice the services provided to the Client once delivery is complete (3.2). The invoice is issued either in electronic format (by email) or forwarded by post, whichever was agreed with the Client beforehand. All the Client's payable amounts are due for payment within 14 days of the invoice date.

4.2 Payments from outside Germany shall be free of any expenses. The Client shall bear any bank fees incurred.

4.3 The Client is in default if they fail to meet due payment dates. In such cases, the Supplier will issue three payment reminders or implement three dunning levels and inform the Client of these in writing. If the Client continues in default, the Supplier is entitled to demand statutory default interest. The Supplier reserves the right to make any further claims with regard to the default in payment.

### V. Force majeure

5.1 The Supplier must inform the Client immediately in the event of a force majeure. A force majeure event entitles both the Supplier and the Client to withdraw from the agreement. However, the Client must give the Supplier compensation for any expenses already incurred or any services provided before the event.

5.2 The following in particular shall be considered a force majeure: natural events; online, network or server incidents, wire or transmission faults; work disputes; acts of war; civil war; occurrence of unforeseeable events which can be demonstrably shown to seriously affect the Supplier's ability to complete the order as per the agreement. The Supplier is entitled to withdraw fully or partly from the agreement concluded with the Client in such exceptional cases or due to similar circumstances.

### VI. Liability for deficiency (warranty)

6.1 The Client is required to check the text that the Supplier has edited immediately after receiving it. If they do not, they cannot make any possible claims regarding deficiency.

6.2 The Supplier is liable for any damages caused by fraud or a deliberate or grossly negligent breach of the agreement on their part of their legal representatives or their vicarious agents. Liability in such a case is limited to the amount of 100,000 euros, as covered by directors and officers liability insurance or business liability insurance.

6.3 The Supplier is also liable for any damages caused by slight negligence provided that such negligence results in a breach of main contractual obligations or a cardinal obligation. However, the Supplier is only liable if the damages are typically associated with the agreement and are foreseeable.

6.4 Any further liability on the Supplier's part is excluded, no matter the legal nature of the claim made. If the Supplier's liability is excluded or limited, this also applies to the personal liability of their employees, workers, staff, representatives and vicarious agents.

6.5 Any evident deficiencies are to be reported immediately after checking, or after they are found in the case of concealed deficiencies, to the Supplier in writing as per Section 377 of the German Commercial Code (§ 377 HGB).

6.6 The Client is to allow the Supplier a reasonable time period and opportunity to rectify and improve their service to eliminate any deficiencies. If the Supplier remedies the deficiencies within this reasonable period of time, the Client has no right to demand a reduction in price.

6.7 If the Supplier has allowed the reasonable respite period to expire without rectifying the deficiency, the Client may withdraw from the agreement or demand a reduction in price. There is no right to withdraw from the agreement in the case of slight deficiencies.

6.8 Warranty claims entitle the Client to withhold a reasonable part of the invoice amount, but not the whole invoice amount; in such a case, the Client also waives their right to offset payment against their claim.

6.9 In the case of translations, adaptations and/or proofreading assignments which are to be used for printed matter, liability for deficiencies only exists if the Client expressly stated in writing in their order that they intended to publish the text and if the Supplier has carried out proofreading or a version proofread by the author is submitted to the Supplier for checking and a version of the text is subsequently reached to which no more changes are made. In such a case, the Supplier is to pay a reasonable reimbursement of costs.

6.10 There is no liability for deficiencies in the case of translation, adaptation and/or proofreading of difficult-to-read, illegible or incomprehensible documents. This also applies to the checking of translations, adaptations and/or proofread items.

### VII. Obligation to non-disclosure

7.1 The Supplier undertakes to keep confidential all information and data received as a result of their working relationship with the Client and beyond. In this regard, the Supplier offers to sign a written non-disclosure agreement for the Client on request at any time.

### VIII. Data protection

8.1 The Supplier will only collect, process and store all the personal data forwarded by the Client, such as titles, names, addresses, email addresses, telephone numbers, fax numbers, bank details and credit card numbers, as per the provisions in the German Personal Data Protection Law.

8.2 The Client's personal data will only be used to fulfill agreements concluded between the two parties – to ensure perfect provision of the service at the address specified by the Supplier. Any other use of the Client's master data for the purposes of advertising requires express consent from the Client. The Client offers their consent on a voluntary basis and they can revoke it in writing at any time.

8.3 The Supplier guarantees careful handling of personal data received during the working relationship and will not use such information for marketing research purposes or pass such data on to third parties at any time.

### IX. Copyrights

The Client shall release the Supplier from any claims from third parties which are made against the Supplier due to a breach of copyrights.

### X. Place of Performance and Court of Jurisdiction

10.1 The place of jurisdiction is Hamburg/Germany.

10.2 The place of performance for the Supplier's services is the Supplier's offices. The place of performance for payment obligations is Hamburg.

10.3 If any individual provisions in these Terms and Conditions of Business are or become invalid, the validity of the remaining provisions remains unaffected.

### XI. Final provisions

11.1 Amendments, additions and supplementary agreements to this agreement must be in written form. This also applies if the aforementioned requirement for written form itself shall no longer apply. If a stricter requirement of form is stipulated in law, this form shall take precedence.

11.2 Should a provision in this agreement be or become invalid, or should any essential provisions be omitted from this agreement, the validity of the rest of the provisions in this agreement remains unaffected. Statutory provisions shall replace any invalid provisions.