

General Terms of Business for Language Service Providers, Version 2010



1 Scope of Performance

- 1.1 The following general terms of business apply to all present and future business relations between the client (the purchaser) and translingua (language service provider) who will perform the services as described under 1.2, unless otherwise provided.
- 1.2 As a rule, the scope of performance towards the client encompasses the translation, the project management as well as the planning and provision of any possible additional services required. Interpreting services are subject to separate business conditions.
- 1.3 translingua shall carry out all assignments entrusted to it to the best of its ability and in the most cost-effective manner.
- 1.4 The client shall make known to translingua the purposes for which the translation is intended when requesting a quotation, e.g. whether it is
 - 1.4.1 for a specific target country
 - 1.4.2 only for information,
 - 1.4.3 for publication and advertisement,
 - 1.4.4 for legal purposes or patent business,
 - 1.4.5 for any other purposes which make it important that the translator concerned translates the texts in a particular way or style.
- 1.5 If the client fails to advise translingua of the purpose of the translation ordered, then translingua shall translate the text to the best of their ability for the purpose of providing information (see Item 1.4.2).
- 1.6 The client may only use the translation for the specified purpose. In the event that the client uses the translation for a purpose other than for which it was ordered and delivered, the client shall have no right whatsoever to claim compensation from translingua.
- 1.7 In general, translingua shall deliver one copy of the translation in electronic format.
- 1.8 If the client requires the use of specific terminology, the client shall make this clear at the time the order is placed. At the same time all necessary material and documentation shall be submitted.
- 1.9 The technical and linguistic accuracy of the source text is the sole responsibility of the client.
- 1.10 translingua may assign orders to equally qualified subcontractors. In this case translingua remains the client's exclusive language service provider and contractual partner.
- 1.11 The name translingua shall only be published if the complete text was translated by translingua, and no changes have been made without translingua's approval.
- 1.12 Unless otherwise agreed, the stipulations of ÖNORM EN 15038 shall apply where presentation and layout are concerned.

2 Prices and other invoice conditions

- 2.1 The quotations for translations are based on translingua's rates which apply to the respective type of translation ordered.
- 2.2 Unless otherwise agreed, the target text (result of the translation) is the basis for the calculation of professional fees.
- 2.3 A cost estimate shall only be considered binding if it is made in writing and after sight of the documents produced. Cost estimates drawn up without prior examination of the translation documents shall be given without commitment. Cost estimates are drawn up to the best of our professional knowledge. translingua are, however, unable to guarantee their correctness. If a cost increase of more than 15% is unavoidable after the placement of the order translingua shall notify the client immediately. If cost increases of less than 15% are unavoidable, a separate notification shall not be necessary and those costs may be charged accordingly.
- 2.4 Unless translingua submits no revised cost estimate, the client shall pay the actual costs of the translation according to Item 2.1, even without notification according to Item 2.3.
- 2.5 Unless otherwise agreed, reasonable fees may be charged for changes to the order and additional orders.
- 2.6 Stability of value of all initial and additional claims is agreed. The basis for calculation is the CPI which is published monthly by the Austrian Central Statistical Office, or an index replacing the CPI. The index published for the month of the placement of

the order shall serve as the reference index. Deviations in the index (upward or downward) of up to 2.5% are not taken into account. If the deviation exceeds 2.5% a new margin must be calculated, using the first index figure outside the current margin of deviation as the new reference index for calculating both the outstanding claims and the new margin.

- 2.7 Similarly, any increase in wages and salaries pursuant to collective wage agreements entitle translingua to make subsequent quotation adjustments.
- 2.8 Unless otherwise agreed, the full professional fee for an original translation may be charged for proofreading translations done by third parties.
- 2.9 For express orders and orders to be finished over the week-end reasonable surcharges may apply.

3 Delivery

- 3.1 The delivery deadline for the translation shall be determined in writing by both parties. In the event that the delivery date is an integral part of the order accepted by translingua, and the client has no interest in a delayed delivery, the client shall make this expressly known in advance. A precondition for adherence to the stipulated delivery deadline and date is the prompt submission of all documentation required in the agreed scope (e.g. source texts and all necessary background information) as well as the observance of the stipulated terms of payment and other obligations by the client. If these preconditions are not met in good time, the delivery deadline shall be extended according to the length of delay in providing translingua with the required documentation. In the case of a fixed deadline it is for translingua to decide if it is still possible to meet the agreed deadline following late receipt of the required documentation from the client.
- 3.2 Risks arising from the delivery (transmission) will be borne by the client.
- 3.3 Unless otherwise agreed, all documentation and materials supplied by the client shall remain with translingua after completion of the order. translingua shall store the documentation safely, preventing any unauthorised parties from accessing it, ensuring confidentiality and using it only for the purposes of the assignment.

4 Force majeure

- 4.1 translingua shall inform the client immediately upon the occurrence of an event of force majeure. Force majeure entitles both translingua and the client to cancel the agreement. However, the client shall indemnify translingua for any expenses incurred and services rendered.
- 4.2 The following, in particular, shall be regarded as an event of force majeure: hazard; labour disputes; acts of war; civil war; occurrence of unforeseen hindrances, which can be proven to decisively impair translingua's ability to complete the assignment as agreed.

5 Liability for errors (warranty)

- 5.1 Any customer complaints regarding the quality of the translation shall be put forward within four weeks from delivery (dispatch by email or posting) of the translation. Any alleged defects must be adequately explained and evidenced in writing by the client.
- 5.2 The client shall grant translingua a reasonable period of time and opportunity to remedy any defects. If he refuses to do so, then translingua shall not be held liable for any warranty claims. If the defects are eliminated within a reasonable period of time by translingua, the client shall not be entitled to any price reduction.
- 5.3 If translingua fails to eliminate the defect within a reasonable period of time, the client may cancel the agreement or demand a price reduction. For insignificant defects, the client shall have neither the right to cancel the agreement nor to claim a price reduction.
- 5.4 Warranty claims do not entitle the client to withhold payment in full, but only a reasonable part of the total sum. Nor may the client offset them against payments due to translingua.

- 5.5 translingua may be held liable for defects in translations to be used for print only if the client specifically states in his order that he intends to publish the text, if translingua is given all galley proofs and if no more changes are made after the proofreading. In this case, the client shall pay translingua a reasonable proofreading fee or a reasonable hourly fee as invoiced by translingua.
- 5.6 translingua shall not be held liable for the translation of texts that are difficult to read, illegible or incomprehensible. This shall also apply to the proofreading of translations.
- 5.7 Improvements in style and adjustment to specific terminology (especially of branch and company-specific terms), etc. shall not be recognized as implying defects in translation.
- 5.8 translingua shall not be held liable for order-specific abbreviations which were not stated or explained by the client upon placing the order.
- 5.9 translingua shall assume no liability for the correct reproduction of names and addresses from original texts which are not written in Roman characters. In such cases, the client is advised to write the names and special references on a separate sheet of paper in Roman capitals.
This also applies to illegible names and numbers on birth certificates and other documents.
- 5.10 Numbers shall be written as they appear in the source text. No liability shall be assumed for the conversion of numbers, measurements, currencies and the like.
- 5.11 translingua shall be liable for the retention of manuscripts, originals and the like supplied by the client, provided they are not returned to the client with the delivery of the translation, for a period of four weeks upon completion of the order in conformity with the provisions of the Austrian Civil Code. There is no obligation to take out insurance in this respect. Item 3.5 shall apply correspondingly in matters of restitution.
- 5.12 translingua delivers target texts via data carrier (such as e-mail etc.) using up-to-date technology. Due to the technological implications of such use, translingua accepts no liability for defects and impairments (i.e. transfer of viruses, violation of secrecy, corruption of files etc.) unless there has been gross negligence on translingua's part.

6 Compensation

- 6.1 Unless otherwise provided by law, all compensation claims against translingua are limited to the amount as stated in the invoice (net total), except for cases in which loss or prejudice was caused by gross negligence or wilful misconduct, or for personal injury. No liability shall be assumed for loss of profit or consequential losses.
- 6.2 If translingua has taken out public liability insurance for financial loss, compensation shall be limited to the total amount refunded by the insurance in the specific case concerned.
- 6.3 translingua undertakes to oblige its employees and translators to keep confidential the content of the translation. translingua will not be liable for non-compliance with this obligation on the part of its employees and translators.

7 Copyright

- 7.1 translingua is not obliged to check whether the client has the right to translate the source texts or have them translated, but is entitled to assume that the client possesses all rights vis-à-vis third parties which are necessary for the completion of the order. The client gives express assurance that he is in possession of these rights.
- 7.2 The client shall make known the purposes for which a translation is to be used if the translation is protected by copyright laws. The client acquires only those rights that correspond to the stated purpose of the translation.
- 7.3 The client is obliged to indemnify translingua against all claims by third parties arising from the infringement of copyright, ancillary copyright, other commercial proprietary rights or rights to the protection of privacy. This applies even if the client fails to state the purpose of the translation and/or uses the translation for a different purpose than was originally stated. translingua shall immediately notify the client of any such claims and, if legal action is brought, join the client in the proceedings. If the client fails to enter the court proceedings as a party joined with translingua,

translingua may recognise the plaintiff's claim and indemnify itself from the client without regard to the lawfulness of the acknowledged claim.

8 Payment

- 8.1 Payment shall be made upon delivery of the translation and invoice, unless otherwise agreed. translingua is entitled to demand a fair and reasonable down payment. Advance payment of the entire amount of the order may be demanded from private individuals and clients abroad. If collection has been agreed and if the client does not collect the translation in due time, the client's payment obligation commences on the date when the translation is ready for collection.
- 8.2 If the client delays in payment, translingua is entitled to withhold the documentation supplied at the time of order (e.g. manuscripts to be translated). In the event of a delay in payment a reasonable amount of interest in arrears shall be charged.
- 8.3 Failure to comply with the terms of payment agreed by the client and translingua (e.g. down payments) shall entitle translingua to suspend work on the orders placed with it until the client fulfils his payment obligations. This shall also hold true for orders for which a fixed delivery time was agreed (see Item 3.1). While a suspension of work shall not result in any legal claims whatsoever for the client, translingua's rights shall not be prejudiced in any way.

9 Retention of ownership

- 9.1 All documents submitted to translingua in connection with the order shall remain the property of translingua until all sums due for an assignment are paid in full.
- 9.2 Any sorts of documents not included in the assignment, such as parallel texts, software, catalogues and reports, as well as any supporting documents generating costs, such as literature or scripts, shall remain the intellectual property of translingua and are protected by the relevant legal provisions.
- 9.3 Further transmission and reproduction shall only be with the approval of translingua.
- 9.4 Translation memories created during the execution of one or more assignments shall be the property of translingua unless otherwise agreed.
- 9.5 Translation memories provided by the client shall remain the property of the client unless otherwise agreed.

10 Secrecy

translingua is obliged to maintain secrecy. It has to make sure that its employees and agents also undertake this obligation.

11 Place of jurisdiction

The place of performance for all contractual relationships which are governed by these General Terms of Business is the registered office of translingua in Graz. For disputes resulting from such a contractual relationship translingua may freely choose either translingua's place of jurisdiction in Graz, or that of the client. For claims against translingua, the latter's place of jurisdiction in Graz shall have sole jurisdiction. Austrian law shall apply with the exception of the conflicts of law principles and the UN convention on Contracts for the International Sale of Goods.

12 Severability clause

If single provisions of these general terms of business become invalid or unenforceable, this shall not affect the remaining clauses. In such a case both translingua and the client shall replace this provision with a clause which is legally valid and enforceable and which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

Please note: The English translation of the present General Terms of Business is provided solely for the convenience of translingua's non-German-speaking clients. Only the German version shall be legally binding.