

General Terms of Business for Translation Agencies

translingua®

1. Scope of Performance

- 1.1 Unless otherwise provided in writing, the following terms apply to the scope of performance.
- 1.2 The client shall make known the purposes for which a translation is intended, e.g.
 - 1.2.1 only for information,
 - 1.2.2 for publication and advertisement,
 - 1.2.3 for legal purposes or patent business,
 - 1.2.4 or for any other purposes which make it important that the translator concerned translate the texts in a particular way or style.
- 1.3 Translations via data carrier, fax, modem, e-mail or any other form of electronic transmission can only be delivered in accordance with Item 1.2.1
- 1.4 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.
- 1.5 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 knowledge for the purpose of providing information (see Item 1.2.1).
- 1.6 In general, translingua shall deliver one type-written copy of the translation.
- 1.7 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.
- 1.8 Unless otherwise agreed, the stipulations of Item 6.3 of DIN 2345 ("translation orders") as regards presentation and layout shall apply.
- 1.9 The technical and linguistic accuracy of the source text is the client's responsibility exclusively.
- 1.10 translingua may assign orders to equally qualified third parties. In this case translingua remains the exclusive contractor.
- 1.11 The name translingua shall only be published if the complete text was translated by translingua and if no changes have been made without translingua's approval.

2. Professional fees

- 2.1 The professional fees (prices) for translations are based on translingua's rates (price lists) which apply to the respective type of translation ordered.

Translations are charged for according to the number of lines of translated text, with the exception of certificates which are charged for based on the number of pages.
1 line = approx. 55 strokes, 1 page = approx. 25 type-written lines (DIN A4). The minimum fee charged is one page.
- 2.2 Services exceeding the scope of standard word-processing are charged as agreed (e.g. files are delivered in a special format; client requires a special graphic layout requiring additional software).
- 2.3 Unless otherwise agreed the target text (result of the translation) is the basis for the calculation of professional fees.
- 2.4 If a binding cost estimate has been submitted, it shall only be valid if given in writing.
 - 2.4.1 Other cost estimates shall be considered guidelines without any commitment.
 - 2.4.2 Cost estimates are drawn up to the best of our knowledge. However, we are unable to guarantee their correctness. If an increase in the cost 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 notification is not necessary and the adjusted fees may be charged accordingly.
- 2.5 Cost estimates drawn up without prior examination of the translation documents shall be given without any commitment. 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 2.4.2.
- 2.6 Unless otherwise agreed, reasonable fees may be charged for changes to the order and additional orders.
- 2.7 Any increase in wages and salaries pursuant to collective wage agreements entitle translingua to make subsequent adjustments to prices.
- 2.8 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. Amounts thus calculated are to be rounded to one decimal.

- 2.9 The full professional fee for an original translation may be charged for proofreading translations done by third parties.
- 2.10 For express orders and orders to be finished over the weekend 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, the client shall make this expressly known in advance.

A precondition for adherence to the stipulated delivery deadline 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 accordingly.
- 3.2 Failure to observe the stipulated delivery deadline entitles the client to cancel the agreement only if the deadline was expressly agreed as fixed (see Item 3.1 Par. 1) and if the client fulfilled all the preconditions stated in Item 3.1. Par. 2.

If the client cancels the agreement, he shall indemnify translingua for the expenses incurred by them up until the time of cancellation. Compensation claims on the part of the client are excluded with the exception of any loss or prejudice caused by wilful misconduct or gross negligence.
- 3.3 Unless otherwise agreed, translations shall be delivered by post. The client shall bear the risk of loss or damage in case of delivery by post or courier.
- 3.4 Risks arising from the delivery (transmission) will be borne by the client.
- 3.5 Unless otherwise agreed, all documentation and materials supplied by the client to translingua shall remain with translingua after completion of the order. translingua is not obliged to keep the material or follow any special procedure as far as this material is concerned. translingua shall, however, make sure that the material can only be used as agreed with the client.

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 per agreement.

5. Liability for errors (warranty)

- 5.1 All customer's complaints due to the quality of the translation shall be put forward within four weeks from delivery (date of 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 the opportunity, and a reasonable period of time, 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 stipulated payments or to 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 apply also to proofreading according to Items 2.9 and 5.5.
- 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.

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- 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 will be copied as indicated in the manuscripts. 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 No liability whatsoever shall be assumed for the provision of translators except for any damage caused by wilful misconduct or gross negligence in selecting them.
- 5.13 For proofreading according to Item 2.9 no liability is accepted unless the source text is supplied.
- 5.14 No liability is accepted for defects and impairments (such as the transfer of viruses, violation of the obligation to maintain secrecy, etc.) due to electronic file transfer (e.g. e-mail, modem, 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. 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 its client has the right to translate the source texts or have them translated, but is entitled to assume that its 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 its 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 effected in cash upon delivery of the translation 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 persons and foreign clients. 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 original documentation with the order (e.g. manuscripts to be translated). In the event of a delay in payment interest in arrears in the amount of 2% over the current bank rate of the Austrian Central Bank shall be charged.
- 8.3 Failure to comply with the terms of payment agreed by the client and translingua 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). If the amount of the payment obligation is lower than the value of the original documentation enclosed with the order, this documentation may only be retained up to a value equivalent to the payment obligation.

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. Secrecy

translingua is obliged to maintain secrecy. It has to make sure that its employees and agents also undertake this obligation. translingua shall not be made liable for violations of the obligation to maintain secrecy on the part of its employees and agents unless there has been gross negligence in selecting them.

10. 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 regarding the existence or non-existence of such a contractual relationship and for disputes resulting from such contractual relationships translingua may freely choose either translingua's place of jurisdiction, Graz, or that of the client. For claims against translingua, the latter's place of jurisdiction, Graz, shall have sole jurisdiction. Austrian law shall apply.

11. Contract obligation

If single provisions of an agreement between translingua and the client become invalid this shall not affect the remaining clauses.