

General Terms and Conditions

global syntax Language Management Services

1. Scope

These General Terms and Conditions govern the contracts between the Contractor and the Client, unless otherwise expressly agreed or required by law. The General Terms and Conditions are deemed accepted by the Client when the order is placed and are valid for the entire duration of the business relationship, as well as for all other transactions. The General Terms and Conditions of the Client are only binding for the Contractor if the latter has acknowledged them expressly.

2. Placement of Orders

Orders must be placed in writing, by email, or by sending the signed contract. The Client shall send the source text to the Contractor either by post or electronic means.

The Client shall provide the Contractor with the source text in clear, legible form. The Contractor shall not be liable for errors that are the result of illegibility. When an order is placed, the Client shall specify unsolicited the source and target languages, the topic, subject area, scope and purpose of the translation work, any specific terminology, as well as styles (format, layout, etc.).

Reference material, such as company glossaries, previous translations, etc., which are necessary to execute the translation order, shall be provided by the Client unsolicited when the order is placed. Only when sufficient reference material has been made available is an adjustment for the company terminology of the Client possible. The Client shall be liable for errors arising from the lack of, incomplete, or incorrect reference material. If no instructions or documentation are provided, technical terms shall be translated into a lexicographically known and understandable form. The Contractor has the right to reject texts containing criminal or unethical content, even after the contract has been concluded.

3. Data Privacy Protection and Performance by Third Parties

All translation orders are handled with strict confidentiality.

To fulfill the order, the Contractor is entitled to use employees or professional third parties who are carefully selected and qualified for each specific translation order. When orders are performed by third-parties, the Contractor shall ensure that they are bound by obligations to maintain confidentiality. If requested, additional confidentiality agreements can be concluded.

No liability is assumed for communication between the Client and the Contractor in electronic form which runs the risk of unauthorized access by third parties. The Contractor is entitled to store a copy of each translation for a given period of time, unless the Client has expressly stated any objections prior to placement of the order. Storage is solely for the purpose of processing the order, invoicing, and communication with the Client.

4. Scope of the Translation Order

Translation is carried out according to the principles of proper professional conduct. The task of the Contractor is to convey the linguistically and factually correct meaning of a given text in

another language. A translation can be expected to meet the same standards of quality of the source text, yet must not be expected to exceed such standards. The character of the translation depends on the respective translator as well as the editors. Lacking any other generally applicable rules, each text shall be processed and characterized according to the discretion of the respective translator as well as the editors. The Client assumes sole liability for all defects in the source text.

The Contractor reserves the right to have translations performed by independent translators who, following an evaluation of quality, are given access to the texts of the Client. Contact between the Client and the respective third party is only permitted with the consent of the Contractor. The business relationship exists solely between the Contractor and the Client.

The completed translation shall be checked by the Contractor for completeness and correct data format, as well as other defects visible at first glance and shall then send it to the Client. Before these translations are then printed, they should be given further examination by the Client, providing suggestions for any changes. At the Client's request and for an additional fee, the Contractor shall assume processing for the print-ready phase and/or proofreading the galley proofs.

5. Delivery Terms

Unless otherwise agreed, the translations shall be delivered via email or postal mail. The Contractor assumes no responsibility for the successful transmission or delivery of the translation. All obligations shall be fulfilled as soon as the translation has been sent on time according to the agreed form of delivery. Delivery times and periods are only estimated deadlines. If the Contractor is aware of a likely delay, the Client shall be informed thereof without delay. If the deadline has passed, the Client shall grant the Contractor a reasonable extension. If this period elapses to a significant extent, the Client is entitled to reduce the agreed contract sum or to cancel the contract without notice.

6. Compensation

Quotes on the part of the Contractor are non-binding. The prices named in the individual quote are valid.

All prices are quoted in euros and do not include 19% VAT. A discount is granted only after prior written agreement.

All standard prices are quoted per source word, i.e. the number of words in the source text. If the text to be translated is provided as a non-electronic copy (e.g. by fax or by post) or in a different format, and if this does not enable the words to be counted in an electronic manner, the word count shall be based on that of the target text. The minimum order value is €65 per order. Cancellations are only possible for valid reasons in written form, stating the reasons for cancellation. In the case of an extraordinary cancellation, the price for the text already translated, but no less than 10% of the order value and no less than €65 shall be invoiced. Cancellation of the order must be made in writing and stating the reasons. If the scope of the translation or the level of difficulty exceeds the previous agreements, the Contractor is entitled to increase the contract price according to the additional time and effort.

7. Terms of Payment and Reservation of Proprietary Rights

Invoices shall be issued in the written form. Invoices shall be sent via email or, upon request, by postal mail. Invoices are payable 10 after receipt.

The Contractor is entitled to request an advance payment of up to 50% of the order value. The

Client shall receive a corresponding invoice. The date of delivery of the translation can be made dependent on the timely payment of the invoice amount. Copyrights and usage rights, as well as licensing fees for reproduction remain with the Contractor until full payment has been received.

8. Warranty and Liability

The Contractor is obliged to ensure that the translation is carried out in such a manner that it contains no defects whenever possible. The Contractor reserves the right to correct defects. Minor defects shall be disregarded. If objective defects, nevertheless, remain and if said defects are not insignificant, the Client must submit a written precise description of said defects within 2 weeks. If this option is not exercised or if the existing period has expired, the translation shall be deemed accepted. In this case, the Client waives all claims that may arise from any defects in the translation. Further claims shall be excluded if the Contractor is not granted an opportunity to correct the translation within an adequate timeframe (§ 633 BGB, Civil Code).

Defects in the translation due to illegible, incorrect, or incomplete source text material or missing/incorrect or erroneous terminology provided by the Client shall not be the responsibility of the Contractor. Defects, which arise as a result of time pressure on the part of the Client, for example, in the event that necessary checks and corrections could not be performed, the Client may not invoke quality assurances made on the part of the Contractor. This does not constitute a right to a reduction in the price on the part of the Client. In such cases, a potential reduction in work phases shall be deemed offset by the subsequent additional workload from the time pressure for which the Contractor was not responsible.

The Contractor is not liable for delays in delivery resulting from breakdowns, strikes, acts of God, network or server errors, or viruses. The type of use of the texts translated by the Contractor is the sole responsibility of the Client. If the Client does not disclose that the translation is intended for printing and does not provide the Contractor with proofs prior to printing and allows the translation to be printed without the approval of the Contractor, then all defects shall be the responsibility of the Client. The Contractor is only liable for intent and gross negligence. Overall, the Contractor shall be liable only up to the amount of € 500.000. In the event of damage to the software of the Client stemming from the use of files processed by the Contractor, the Contractor is liable only in the case of intent and gross negligence. The afore-mentioned limit of liability also applies here.

9. Rights of Use and Exemptions

The Contractor guarantees that the Client can use the translation without limitation time and scope and without limitation of quantity according to the declared intended purpose. The Client is entitled to edit the translation as well as to transfer the rights to the translation to third parties in any way.

The Contractor shall indemnify the Client against all claims of the translator. The translation remains, however, the property of the Contractor until full payment has been received. Until this time, the Client has no rights of use. The Client, in turn, guarantees that the translation of the source text and the publication, distribution, sale, and any other use of the translation to be delivered shall not be an infringement of patent rights, copyrights, trademark rights, or other rights of third parties and that the Contractor is fully empowered to translate the text. The Client shall release the Contractor from all claims in this respect.

10. Place of Performance and Place of Jurisdiction

Unless otherwise agreed, the place of performance is the registered office of the Contractor.

The order and all claims resulting therefrom shall be subject to the Law of the Federal Republic of Germany. Munich is the sole place of jurisdiction for all disputes. The language of the contract is German.

11. Severability

The validity of these conditions shall not be affected by the invalidity or unenforceability of individual provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic or intended purpose.

Munich, April 23, 2013