

TERMS AND CONDITIONS FOR TRANSLATION AGENCIES

Please note: The English version of these terms and conditions is a courtesy translation. Only the German version is legally binding.

1. Scope of Service

- 1.1. Unless otherwise agreed in writing, the following conditions apply to the scope of the service.
- 1.2. The Client undertakes to state what he intends to use the translation for, e.g. whether it is intended
 - 1.2.1. for information only,
 - 1.2.2. for publication and advertising,
 - 1.2.3. for legal purposes or patent proceedings,
 - 1.2.4. or for any other purpose for which a special translation of the texts by the translator involved is important.
- 1.3. The Client may only use the translation for the stated purpose. In the event that the Client uses the translation for a purpose other than the purpose for which the translation was commissioned and delivered, the Client has no claims for damages against the translation agency, hereinafter referred to as the Contractor.
- 1.4. If the purpose of a translation is not made known to the Contractor, the Contractor must carry out the translation to the best of his knowledge for the purpose of information (see point 1.2.1).
- 1.5. Translations are to be submitted by the Contractor, unless otherwise agreed, in a single copy in typed form on paper in A4 format.
- 1.6. Unless otherwise agreed, the provisions of point 6.3 of DIN 2345 ("Translation orders") shall apply to the formal design.
- 1.7. If the Client wishes to use a specific terminology, he must notify the Contractor of this while at the same time submitting the necessary reference material. This also applies to language variants.
- 1.8. The technical and linguistic correctness of the source-language text is the sole responsibility of the Client.
- 1.9. The Contractor has the right to pass the order on to equally qualified third parties. In this case, however, he remains the exclusive Contractor.
- 1.10. The name of the Contractor may only be attached to the published translation if the entire text has been translated by him or if no changes have been made without the consent of the Contractor.

2. Fees

- 2.1. The fees (prices) for translations are determined according to the tariffs (price lists) of the Contractor which apply to the respective special type of translation. Translations are charged per standard line of translated text, excluding documents. The latter are calculated per page. 1 standard line = 50 to 55 characters, 1 page = approx. 40 typed standard lines (DIN A4). One page is charged as the minimum price.
- 2.2. Services that exceed the scope of simple word processing in terms of effort will be charged according to agreement (e.g. templates are supplied in special file formats; a special graphic form that requires its own software is requested by the Client).
- 2.3. Unless otherwise agreed, the target-language text (result of the translation) forms the basis for calculation.
- 2.4. A cost estimate is only valid if it was made in writing.
 - 2.4.1. Other cost estimates are only non-binding guidelines.
 - 2.4.2. The cost estimate is prepared to the best of the Contractor's knowledge, but no guarantee can be given for its accuracy. If, after the order has been placed, there are cost increases of more than 15%, the Contractor must inform the Client immediately. If it is an unavoidable cost overrun of up to 15%, a separate agreement is not required and these costs can be billed without further ado.

- 2.5. Cost estimates that are submitted without looking at the translation documents are only valid as non-binding guidelines. The Client is obliged to pay the actual costs of the translation according to point 2.1, even without information according to point 2.4.2, unless the Contractor prepares a new cost estimate.
- 2.6. Unless otherwise agreed, order changes or additional orders can be invoiced at reasonable prices.
- 2.7. Collective wage or salary increases entitle the Contractor to subsequent price corrections.
- 2.8. The value of the claim including ancillary claims shall remain stable. The consumer price index published monthly by the Statistics Austria (federal statistical office of Austria) or an index replacing it serves as a measure for calculating the stability of value. The index number calculated for the month in which the contract was concluded serves as a reference value. Fluctuations in the index number up or down of up to 2.5% are not taken into account. This range must be recalculated each time it is exceeded, either upwards or downwards, with the first index number outside the applicable range always forming the basis for both the reassessment of the claim amount and for the calculation of the new range. The resulting amounts are to be rounded up to one decimal place.
- 2.9. The full fee for a first-time translation may be charged for checking and validating third-party translations.
- 2.10. Appropriate surcharges may be charged for express and weekend work.

3. Delivery

- 3.1. The deadline for delivery of the translation is decided by mutual written agreement. If the delivery date is an essential part of the order accepted by the Contractor, the Client must expressly announce this in advance. A prerequisite for meeting the delivery deadline is the timely receipt of all documents to be supplied by the Client to the specified extent (e.g. source-language texts and all necessary background information) as well as compliance with the agreed payment terms and other obligations. If these requirements are not met in good time, the delivery deadline must be extended accordingly.
- 3.2. Non-compliance with the delivery deadline only entitles the Client to withdraw from the contract if the delivery deadline has been expressly agreed as fixed (see point 3.1 first paragraph) and the Client has fulfilled all the requirements of point 3.1 second paragraph. Claims for damages by the Client are excluded, with the exception of damage caused intentionally or through gross negligence.
- 3.3. Unless otherwise agreed, delivery will be made by e-mail.
- 3.4. The risk associated with the delivery (transmission) is borne by the Client.
- 3.5. Unless otherwise agreed, the documents made available to the Contractor by the Client shall remain with the Contractor after the translation order has been completed. The latter has no obligation to store or otherwise deal with them. However, the Contractor must ensure that these documents cannot be used in violation of the contract.

4. Force majeure

- 4.1. In the event of force majeure, the Contractor must notify the Client immediately. Force majeure entitles both the Contractor and the Client to withdraw from the contract. However, the Client must reimburse the Contractor for expenses or services already incurred.
- 4.2. The following are to be regarded as force majeure in particular: Coincidence; labor disputes; acts of war; civil war; occurrence of unforeseeable obstacles which demonstrably significantly impair the ability of the Contractor to complete the order as agreed.

5. Liability for errors (warranty)

- 5.1. All complaints about the quality of the translation must be made within four weeks of delivery of the translation. Errors must be explained and proven in writing by the Client in sufficient form.
- 5.2. The Client must grant the Contractor a reasonable period of time to remedy the errors and the opportunity to do so. If he refuses this, the Contractor is released from liability for errors. If the errors are remedied by the Contractor within a reasonable period of time, the Client is not entitled to a price reduction.
- 5.3. If the Contractor allows a reasonable grace period to elapse without remedying the errors, the Client may withdraw from the contract or demand a reduction in payment (abatement). In the case of insignificant errors, there is neither a right of withdrawal nor a right to a price reduction.

- 5.4. Warranty claims do not entitle the customer to withhold agreed payments or to offset them.
- 5.5. In the case of translations used for print media, the Contractor is only liable for errors if the Client expressly states in writing in his order that he intends to publish the text and proofs are submitted to the Contractor (author's proof) up to and including the final version of the text to be printed, after which no more changes are made. In this case, the Contractor is to be paid a reasonable reimbursement of costs for the correction or a reasonable hourly fee to be invoiced by the Contractor.
- 5.6. There is no liability for errors in translations of documents that are difficult to read, illegible or incomprehensible. This also applies to proof-reading of translations according to points 2.9 and 5.5.
- 5.7. Stylistic improvements or coordination of specific terminologies (in particular of industry or company-specific terms) etc. are not recognized as translation errors.
- 5.8. There is no liability for errors for order-specific abbreviations that were not specified or explained by the Client when the order was placed.
- 5.9. The Contractor assumes no liability for the correct reproduction of names and addresses in templates that are not in Latin script. In such cases, the Client is recommended to write the names and their own designations on a designated piece of paper in Latin block letters. This also applies to illegible names and numbers in birth certificates or other documents.
- 5.10. Numbers are only reproduced from the manuscript. No liability is assumed for the conversion of numbers, measurements, currencies and the like.
- 5.11. For manuscripts, originals and the like provided by the Client, the Contractor is liable as custodian within the meaning of the Austrian Civil Code for a period of four weeks after completion of the order, unless they are returned to the Client with the delivery of the translation. The Contractor is not obliged to insure documents. Point 3.5 applies accordingly to the returning of documents.
- 5.12. No liability is assumed for the provision of translators and interpreters, with the exception of damage caused intentionally or through gross negligence in the selection.
- 5.13. No liability is assumed for proof-reading services of translated texts according to point 2.9 if the source-language text is not made available.
- 5.14. If translations are transmitted by means of data transfer (e.g. e-mail, file transfer service, etc.), the Contractor shall not be liable for any errors and corruptions (such as virus transmissions, security breaches) that arise as a result, unless the Contractor is grossly at fault.

6. Damages

- 6.1. All claims for damages against the Contractor are limited to the amount of the invoice total (net), unless otherwise stipulated by law. Exceptions to this limitation of damages are cases in which the damage was caused intentionally or by gross negligence. There is no liability for lost profits or consequential damages.
- 6.2. If the Contractor has taken out liability insurance for financial losses, claims for damages are limited to the amount that the insurance covers in the specific case.

7. Copyright

- 7.1. The Contractor is not obliged to verify whether the Client has the right to translate the source-language texts or have them translated, but rather is entitled to assume that the Client has all the rights vis-à-vis third parties that are necessary for the execution of the order. The Client expressly assures that he has these rights.
- 7.2. In the case of translations protected by copyright, the Client must state the intended use. The Client only acquires those rights that correspond to the intended purpose of the translation.
- 7.3. The Client is obliged to indemnify the Contractor against all claims made by third parties for violations of copyrights, ancillary copyrights, other industrial property rights or protection of personality rights. This also applies if the Client does not specify a purpose or uses the translation for purposes other than those specified. The Contractor must report such claims to the Client immediately and announce the dispute to him in the event of a legal claim. If the Client does not join the proceedings as a party to the dispute, the Contractor is entitled to recognize the claim of the claimant and to hold himself harmless from the Client regardless of the legality of the recognized claim.

8. Payment

- 8.1. Unless otherwise agreed, payment must be made as money transfer when the translation is handed over or immediately after receipt of the delivery. The Contractor is entitled to

demand an appropriate payment on account. Private individuals and foreign Clients may be required to pay the full order amount in advance. If collection of the finished translation has been agreed and the translation is not collected by the Client on time, the Client's obligation to pay begins on the day the translation is made available for collection.

- 8.2. If there is a delay in payment, the Contractor is entitled to retain the order documents provided (e.g. manuscripts to be translated). In the event of a delay in payment, interest on arrears will be charged at a rate of 2% above the respective interest rate of the Oesterreichische Nationalbank (Austrian National Bank).
- 8.3. In the event of non-compliance with the terms of payment agreed between the Client and the Contractor, the Contractor is entitled to stop work on the orders placed with him until the Client meets his payment obligations. This also applies to orders for which a fixed delivery time has been agreed (see point 3.1). If the value of the payment obligation is grossly underweight compared to the value of the document, retention is only possible up to the value of the payment obligation. The cessation of work does not give rise to any legal claims for the Client on the one hand, and on the other hand the Contractor's rights are not prejudiced in any way.

9. Confidentiality

- 9.1. The Contractor has an obligation of confidentiality. He has to ensure that any subcontractors he appoints also accept obligation of confidentiality. The Contractor is not liable for non-compliance with this obligation by subcontractors, except in the case of gross negligence in the selection of the subcontractor.

10. Jurisdiction

- 10.1. The place of performance for all contractual relationships that are subject to these terms and conditions is the place of business of the Contractor. For legal disputes about the existence or non-existence of such a legal relationship and for legal disputes arising from such contractual relationships, the Contractor's place of jurisdiction or the Customer's general place of jurisdiction shall be exclusively responsible for claims by the Contractor, and the Contractor's general place of jurisdiction for claims against the Contractor. Austrian law applies as agreed.

11. Bindingness of the contract

- 11.1. The contract remains binding in its remaining parts even if individual points are legally ineffective.