

***General Terms and Conditions of
Translex Büro für juristische Fachübersetzungen GmbH***

1. Scope of Services

- 1.1 Unless otherwise agreed in writing the following terms and conditions shall apply to our services:
- 1.2 Customer undertakes to inform Translex Büro für juristische Fachübersetzungen GmbH (hereinafter referred to as "Translex") about the purpose for which he intends to use the translation, e.g. whether it is intended
- 1.2.1 for information only,
 - 1.2.2 publication and advertising,
 - 1.2.3 for legal purposes or patent proceedings,
 - 1.2.4 or any other purpose for which a specific translation of the texts by the translator commissioned with the work is of importance.
- 1.3 Customer shall only be entitled to use the translation for the purpose indicated. If Customer uses the translation for a purpose other than the one for which it was ordered and delivered, Customer shall not be entitled to any claims for damages vis-à-vis Translex.
- 1.4. Any other use in a context which differs materially from the context originally indicated or multiple use of the translation shall be subject to Translex's consent and may be made subject to payment of a reasonable fee, in particular if a financial profit is or is planned to be gained through distribution of the text (e.g., if the text is printed in a publication, broadcast via radio or TV, in the case of multiple use, e.g., as a form, for publication on the internet, etc.).
- 1.5 If Translex is not informed about the purpose of the translation, Translex shall make the translation according to its best knowledge for the purpose of information (see Clause 1.2.1).
- 1.6 Unless otherwise agreed Translex shall deliver the translation via electronic mail (e-mail) in Microsoft Word format or as a pdf file.
- 1.7 Unless otherwise agreed the provisions of item 6.3 of DIN [German Industrial Standard] 2345 ("Translation Orders") shall apply with respect to formal requirements.
- 1.8 If Customer wants specific terminology to be used he shall so inform Translex and at the same time deliver the documents required therefor. This shall apply accordingly to language variants.
- 1.9 Customer shall be exclusively responsible for the contents and linguistic correctness of the source language text.
- 1.10 Translex shall be entitled to pass on the order to third parties having equal qualifications. However, Translex shall remain the exclusive contractor. Customer undertakes not to contact the third party (translator) without Translex's express consent.

1.11 The name of the contractor (Translex Büro für juristische Fachübersetzungen GmbH) may only be added to a published translation if the entire text was translated by it and if only changes were made which were approved by Translex.

2. Fees

2.1 The translation fees are calculated according to the prices of Translex applicable from time to time. Translation fees will be calculated according to the number of characters of a text in the target language expressed in pages, with one (1) page consisting of 30 lines at 55 characters each.

The minimum price per order is EUR 50 exclusive of VAT.

2.2 Services requiring more than normal word processing will be charged as agreed (e.g. if the original is delivered in a special file format; if a special graphic format requiring a special software is requested by Customer).

2.3 The target text (result of translating) shall be the basis for calculation unless a lump-sum fee has been agreed upon.

2.4 Our written cost estimates shall be prepared according to best expert knowledge. However, we shall assume no warranty for correctness of cost estimates.

Customer shall in any case be obliged to pay the actual cost of the translation calculated according to Clause 2.1.

2.5 Unless otherwise agreed Translex shall be entitled to charge reasonable prices for changes of the order and additional orders.

2.6 For proof-reading of third-party translations either the full fee for an initial translation or an hourly fee may be charged.

2.7 Reasonable surcharges may be charged for express translations or translations over the weekend. Usually the surcharge amounts to 20% for translations within 48 hours and 50 to 100% for translations which are delivered within 24 hours or on the date of receipt of the order. In case of large-scale orders reasonable surcharges as well as the delivery period shall be agreed separately for express translations or translations over the weekend. Additional surcharges shall be invoiced for multiple use of translations (e.g., forms of contract), publications and provision of the translation on the internet.

3. Delivery

3.1 With respect to the term of delivery of the translation the written statements of either party shall be relevant. If the delivery date is of essential importance to the order accepted by Translex, Customer shall explicitly inform Translex thereof in advance.

A prerequisite for being able to meet the delivery date shall be timely receipt of all documents to be provided by Customer (e.g. source language texts and all necessary background information) as well as compliance with the agreed payment conditions and other obligations.

If these prerequisites are not fulfilled in time the delivery period shall be extended accordingly.

- 3.2 In case the delivery date is not met Customer shall only be entitled to rescind the contract if a fixed delivery period was expressly agreed upon (see Clause 3.1, first paragraph) and if Customer has fulfilled all prerequisites described in the second paragraph of Clause 3.1. Claims for damages on the part of Customer shall be excluded with the exception of damage caused by wilful intent or gross negligence.
- 3.3 Unless otherwise agreed the translation shall be delivered by e-mail.
- 3.4 The risks involved in delivery shall be borne by Customer.
- 3.5 Except as otherwise agreed the documents provided to Translex by Customer shall remain with Translex upon completion of the translation. Translex shall not be obliged to keep or otherwise deal with the same, however, it shall ensure that the documents cannot be used in violation of the contract.
- 3.6 All documents delivered shall remain the property of Translex until the bill of fees for the service rendered has been fully settled. Customer assigns the purchase price claim to Translex upon any sale of the delivered documents.

4. *Force Majeure*

- 4.1 Translex shall immediately notify the Customer if and when an event of force majeure occurs. In the event of force majeure both Translex and Customer shall have the right to rescind the contract. Nevertheless Customer shall reimburse Translex any and all expenses incurred for services rendered so far.
- 4.2 Events of force majeure shall include but not be limited to:
accident; labour disputes; acts of war; civil war; occurrence of unforeseeable obstacles which decisively impair Translex's ability to carry out the order as agreed.

5. *Liability for Defects (Warranty)*

- 5.1 Any notification of defects concerning the quality of the translation shall be made within four weeks of delivery (e-mailing) of the translation. Customer shall explain defects in reasonable detail in writing and provide evidence thereof. Hidden defects shall be notified immediately after they have been noticed, but in no case later than within two years of delivery.
- 5.2 Customer shall grant Translex a reasonable period and an opportunity to improve the translation. If he refuses to do so, Translex shall be released from any liability for defects. If Translex repairs the

defects within the reasonable period of time granted to it, Customer shall not be entitled to any reduction in the price.

- 5.3 If Translex fails to repair the defect within the reasonable period of time granted to it, Customer may rescind the contract or demand a reduction in the price. In case of minor defects the right of rescission or to a price reduction shall be excluded.
- 5.4 Warranty claims shall not entitle Customer to retain agreed payments or offset claims.
- 5.5 If it is intended that the translation be used in printed works Translex shall only be liable for defects if, in his order, Customer explicitly states that he intends to publish the text and if Translex is provided with the proofs (correction by the author) including that version of the text to which no more changes will be made. In such a case Translex shall be paid reasonable consideration for proof-reading or a reasonable hourly fee to be invoiced by Translex.
- 5.6 No liability for defects is assumed for translation of originals which are difficult to read, illegible or incomprehensible. This shall also apply to proof-reading of translations as described under Clauses 2.6 and 5.5.
- 5.7 Improvements in style or harmonisation of specific terminology (in particular of terms which are typical of a particular industry or of a business enterprise, etc.) will not be recognised as defects of the translation.
- 5.8 No liability for defects exists for abbreviations which are specific to the order and were not explained by Customer at the time the order was placed.
- 5.9 Translex shall not be liable for correct transcription of names or addresses in case of originals which are not written in Latin characters. In such a case Customer is recommended to spell names on a separate sheet in capital Latin letters and scan this sheet and send it to Translex via e-mail in pdf format, as a tif file or JPEG file. This shall also apply to illegible names and numbers in birth certificates or other documents.
- 5.10 Numbers will only be stated according to the original. No liability will be assumed for conversion of numbers, measurements, currencies or the like.
- 5.11 Unless they are returned together with the translation Translex shall be liable for manuscripts, originals and the like provided by Customer as a custodian within the meaning of the Austrian General Civil Code [*ABGB*] for a period of four weeks after completion of the order.
Translex shall not be obliged to take out insurance for that purpose. With respect to returning the documents Clause 3.5 shall apply accordingly.
- 5.12 Translex shall not be liable for translators and interpreters provided by it except for damage caused by wilful intent or gross negligence in selecting the same.
- 5.13 Translex shall not be liable for proof-reading services as described under Clause 2.6 if the source language text is not made available.
- 5.14 If translations are transmitted by data transfer (such as e-mail) Translex shall not be liable for defects and impairments resulting therefrom (such as viruses, violation of secrecy obligations) unless

Translex acted with gross negligence. Customer expressly agrees that all correspondence from Translex may be sent via e-mail despite the general security risks involved in e-mail transmissions.

6. Damages

6.1 Unless otherwise provided by law all claims for damages vis-à-vis Translex shall be limited to the (net) amount invoiced. Damage caused by gross negligence or wilful intent shall be excluded from this limitation. Liability for lost profit and consequential damages shall be excluded, unless otherwise prescribed by mandatory statutory provisions.

6.2 Claims for damages shall in any event be limited to an amount of EUR 10,000.

7. Payment

7.1 Unless otherwise agreed payment shall be effected in cash at the time the translation is handed over to Customer or otherwise immediately upon receipt of the bill of fees.

Translex shall be entitled to demand a reasonable downpayment. Private individuals and foreign customers may be asked to pay the full amount in advance. If it has been agreed that Customer will collect the translation and if he fails to do so in time, Customer's payment obligation shall commence as of the day the translation is made available for collection.

7.2 In the case of default in payment Translex shall be entitled to retain the documents provided (e.g. manuscripts to be translated). In the case of default in payment interest at a rate of 8% plus the base rate will be charged. For consumer transactions the statutory interest rate of 4% applies.

7.3 If the terms of payment agreed between Customer and Translex are not complied with, Translex shall be entitled to suspend working on the orders placed with it until Customer fulfils his payment obligations. This shall also apply to orders with fixed delivery dates (see Clause 3.1). If the value of the payment obligation is substantially lower than the value of the original document, retention shall only be possible up to the value of the payment obligation.

Suspension of work shall not entitle Customer to any legal claims; and Translex shall in no way be prejudiced in its rights.

8. Copyright

8.1 Translex shall not be obliged to check whether Customer is entitled to translate or have the source texts translated but Translex shall be entitled to assume that Customer is entitled to all those rights vis-à-vis third parties which are required for performance of the order. Customer expressly represents that it holds all those rights.

8.2 Customer shall only acquire those rights which are in line with the intended use indicated. In the case of publications Translex shall in any case be reasonably stated as the author of the translation.

8.3 Customer shall be obliged to indemnify Translex against any and all claims asserted by third parties on the grounds of infringement of copyrights, rights related to copyrights, other industrial property rights or personal rights. This shall also apply if Customer fails to inform Translex about the intended use and/or uses the translation for purposes other than the purpose indicated.

Translex undertakes to immediately notify Customer of such claims and in the case of legal action Translex shall give Customer notice of intervention. If upon notification of intervention Customer fails to join the proceedings as Translex's joint litigant, Translex shall be entitled to accept the claim of the plaintiff and to recover its loss from Customer irrespective of whether the claim accepted was lawful or not.

9. *Obligation to Maintain Secrecy*

Translex shall be obliged to maintain secrecy. It shall ensure that persons commissioned by it will undertake to maintain secrecy as well. Translex shall not be liable in the case that the person(s) commissioned by it fail(s) to comply with this obligation, except in cases of gross negligence in selecting the same.

10. *Place of Performance, Applicable Law, Place of Jurisdiction*

The place of performance shall be Vienna. Austrian law shall be applicable and the conflict of laws rules of Austrian law and UN sales law and the conflict of laws rules of the same shall be excluded. The legal venue shall be the court having jurisdiction over the subject-matter and over the 1st District of Vienna unless otherwise mandatorily provided for by the Austrian Consumer Protection Act [*Konsumentenschutzgesetz*].

11. *Severability*

Even if individual provisions of the contract are legally ineffective, the remaining provisions of the contract shall remain binding.

Revised: May 2009