

# GENERAL TERMS AND CONDITIONS

## 1. Scope of the service

1.1 These General Terms and Conditions shall apply to all services between the Client (the customer) and the company providing the services listed in point 1.2 (hereinafter referred to as the Language Service Provider), unless expressly agreed otherwise in writing in individual cases.

1.2 Depending on the order, the scope of services provided to the Client includes translation, interpreting (consecutive and simultaneous), project management and the planning and implementation of any additional services.

1.3 The Language Service Provider undertakes to carry out all assigned activities to the best of its knowledge and in accordance with the principles of economic efficiency.

1.4 The Client undertakes to inform the Language Service Provider of the purpose for which it intends to use the translation or service, e.g. whether it:  
1.4.1 is intended for a specific destination country,  
1.4.2 is for information only,  
1.4.3 is for publication and advertising,  
1.4.4 is for legal purposes or patent proceedings,  
1.4.5. or is intended to serve any other purpose for which a special translation of the texts by the Language Service Provider involved is important.

1.5 The Client may only use the translation or the service of the Language Service Provider for the purpose specified by the Client. The Language Service Provider shall not be liable in the event that the Client uses the translation or the service of the Language Service Provider for a purpose other than the agreed purpose or if the Client has not disclosed the purpose.

1.6 Unless otherwise agreed, translations and other services shall be provided by the Language Service Provider in a single copy in electronic form.

1.7 If the Client wishes to use a particular technology, it must inform the Language Service Provider of this and at the same time provide the necessary documentation.

1.8 The technical and linguistic accuracy of the source text is the sole responsibility of the Client.

1.9 The Language Service Provider shall have the right to subcontract the order to equally qualified subcontractors (third parties). In this case, however, it remains the exclusive contractual partner of the Client.

1.10 The name of the Language Service Provider may only be added to the published translation if the entire text has been translated by the Language Service Provider or if no changes have been made to the translation for which the Language Service Provider has not given its consent.

1.11 Unless otherwise agreed, the provisions of ÖNORM EN ISO 17100 shall apply to the formal design.

## 2. Prices, ancillary conditions for invoicing

2.1 The prices for services provided by the Language Service Provider, in particular translations, shall be determined in accordance with the rates (price lists) of the Language Service Provider applicable to the particular type of translation in question. A minimum fee of € 48.00 gross will be charged, unless expressly agreed otherwise.

2.2 The agreed basis (for example: target text, source text, hourly rate, number of pages, number of lines) shall apply as the basis for calculation. Translations are calculated according to standard lines of the translated text (1 standard line = 55 characters with spaces). Unless otherwise agreed, the target text (result of the translation service) shall form the basis for the calculation. Services that exceed the scope of simple word processing will not be charged on the basis of standard lines, but by agreement (e.g. templates are supplied in special file formats; a special graphic form that requires special software is requested by the Client).

2.3 A cost estimate shall only be deemed binding if it has been drawn up in writing, after submission of the documents to be translated and with the annotation "binding cost estimate".

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te". Other cost estimates are always non-binding guidelines only.

The cost estimate is prepared to the best of our knowledge, but no guarantee can be given for its accuracy. If costs increase by more than 15% after the order has been placed, the Language Service Provider shall inform the Client immediately. In the case of unavoidable cost overruns of up to 15%, a separate notification is not required and these costs can be invoiced without further notice.

2.4 Unless otherwise agreed, changes to orders or additional orders may be invoiced at reasonable prices.

2.5 Collectively agreed wage or salary increases or decreases shall also entitle the Language Service Provider to a corresponding subsequent price adjustment.

2.6 The value of the claim including ancillary claims shall be stable. The consumer price index published monthly by the Austrian Central Statistical Office or an index replacing it serves as a measure for calculating the stability of value. The index figure calculated for the month in which the contract is concluded serves as the reference value. Upward or downward fluctuations in the index figure up to and including 2.5% are not taken into account. This margin shall be recalculated each time it is exceeded upwards or downwards, whereby the first index figure outside the applicable margin shall always form the basis both for the redetermination of the claim amount and for the calculation of the new margin. The resulting amounts must be rounded up to one decimal place.

2.7 The full fee for an initial translation may be charged for the review of third-party translations.

2.8 Appropriate surcharges may be charged for urgent and weekend work. A surcharge of at least 30% is considered appropriate.

### 3. Delivery

3.1 With regard to the deadline for the delivery of the translation, the respective agreement between the Client and the Language Service Provider shall be decisive.

If the delivery date is an integral part of the order accepted by the Language Service Provider and the Client has no interest in a delayed delivery, the Client must expressly state this in writing in advance ("fixed date transaction"). The prerequisite for compliance with the delivery deadline and the delivery date for a fixed date transaction is the timely receipt of all documents to be supplied by the Client in the specified scope (e.g. source texts and all necessary background information) and compliance with the agreed terms of payment and other obligations. If these requirements are not met in good time, the delivery deadline shall be extended accordingly by the period of delay after which the required documents were provided to the Language Service Provider; in the case of a fixed date transaction, it shall be the responsibility of the Language Service Provider to assess whether the agreed delivery deadline can be met even if the Client provides the documents late.

Apart from with a fixed date transaction, the Client shall be entitled to withdraw from the contract if the Language Service Provider is in default with the delivery, subject to the timely fulfilment of its obligations to cooperate, such as in particular the timely submission of all documents to be provided by the Client to the extent specified (e.g. source texts and all necessary background information) and compliance with the agreed payment terms and other obligations, when a reasonable deadline of at least 14 days is set. If the Client exercises the right of cancellation, it shall reimburse the Language Service Provider for the expenses incurred up until the cancellation.

3.2 If the agreed service is not performed for reasons for which the Client is responsible, for example because the Client fails to deliver documents on time or breaches its duty to cooperate in any other way, the Language Service Provider shall be entitled to a reasonable cancellation fee of at least 25% of the order value.

3.3 The risks associated with the delivery (transmission) of the documents

to be supplied by the Client shall be borne by the Client.

3.4 Unless otherwise agreed, the documents provided to the Language Service Provider by the Client shall remain with the Language Service Provider after completion of the order. The Language Service Provider shall ensure that these documents are stored carefully so that unauthorised persons do not have access to them, the confidentiality obligation is not breached and the documents cannot be used in breach of contract.

3.5 Unless otherwise agreed, delivery shall take place by e-mail.

### 4. Force majeure

4.1 In the event of force majeure, the Language Service Provider shall notify the Client immediately. Force majeure shall entitle both the Language Service Provider and the Client to withdraw from the contract. However, the Client shall compensate the Language Service Provider for any expenses or services already rendered.

4.2 Force majeure shall be deemed to include in particular: labour disputes; acts of war; civil war; the occurrence of unforeseeable events which demonstrably and decisively impair the Language Service Provider's ability to fulfil the contract as agreed.

### 5. Liability for defects (warranty)

5.1 All defects must be adequately explained and documented in writing by the Client (error log). This must be done within two weeks of delivery of the service. The service is then deemed to have been accepted.

5.2 The Client shall grant the Language Service Provider a reasonable period of time and the opportunity to rectify and improve its performance. If the defects are remedied by the Language Service Provider within a reasonable period of time, the Client shall not be entitled to a price reduction.

5.3 If the Language Service Provider allows the reasonable grace period to elapse without remedying the defect, the Client may withdraw from the contract (cancellation) or demand a reduction in payment (price reduction). In the case of minor defects, there is no right to withdraw from the contract.



5.4 Warranty claims do not entitle the Client to withhold the entire invoice amount, but only a reasonable part of the invoice amount; in this case, the Client also waives the possibility of offsetting.

5.5 For translations that are used for printed works, liability for defects shall only exist if the Client expressly states in writing in its order that it intends to publish the text and if proofs are submitted to the Language Service Provider (author's correction) up to and including the version of the text after which no further changes are made. In this case, the Language Service Provider shall be paid an appropriate reimbursement of costs.

5.6 No liability for defects shall exist for the translation of documents that are difficult to read, illegible or incomprehensible. This also applies to reviews of translations in accordance with 2.7 and 5.5.

5.7 Stylistic improvements or harmonisation of specific terminology (in particular industry-specific or company-specific terms) etc. shall not be considered translation errors.

5.8 No liability for defects shall exist for order-specific abbreviations that were not specified or explained by the Client when the order was placed.

5.9 The Language Service Provider accepts no liability whatsoever for the correct reproduction of names and addresses in documents that are not in Latin script. In such cases, the Client is advised to spell names and proper names on a special sheet in Latin block capitals. This also applies to illegible names and numbers on birth certificates and other documents.

5.10 Numbers shall only be reproduced according to the source text. The Client is responsible for the conversion of figures, measurements, currencies and the like.

5.11 The Language Service Provider shall be liable as custodian within the meaning of the Austrian General Civil Code for source texts, originals and the like provided by the Client for a period of four weeks after completion of the order, unless these are returned to the Client with the delivery. There is no obligation to take out insurance.

5.12 The Language Service Provider shall transmit target texts by means of data transfer (such as e-mail, file transfer service etc.) in accordance with the current state of the art. However, no guarantee or liability can be assumed by the Language Service Provider due to technical circumstances for defects and impairments (such as virus transmissions, breach of confidentiality obligations, damage to files) arising in the process, unless the Language Service Provider is at least guilty of gross negligence.

## 6. Compensation for damages

6.1 All claims for damages against the Language Service Provider shall be limited to the amount of the invoice (net), unless otherwise prescribed by law. Excluded from this limitation of compensation are cases in which the damage was caused by gross negligence or wilful intent or for personal injury. There is no liability for loss of profit or consequential damage.

6.2 In the event that the Contractor uses the translation for a purpose other than that stated, the Language Service Provider shall not be liable for damages.

## 7. Retention of title

7.1 All documents provided to the Client in connection with the order shall remain the property of the Language Service Provider until all liabilities arising from the contract have been paid in full.

7.2 Any kind of documents not included in the order, such as parallel texts, software, brochures, catalogues and reports, as well as all cost-generating documents such as literature or scripts, shall remain the intellectual property of the Language Service Provider and shall be protected by the relevant statutory provisions.

7.3 Distribution and reproduction may only take place with the consent of the

Language Service Provider.

7.4 Unless otherwise agreed, translation memories created in the course of one or more orders shall be the property of the Language Service Provider.

7.5 Unless otherwise agreed, translation memories provided by the Client shall remain the property of the Client.

## 8. Copyright

8.1 The Language Service Provider shall not be obliged to check whether the Client has the right to translate the source texts or to have them translated. The Client expressly warrants that it has all rights necessary for the fulfilment of the order.

8.2 In the case of translations protected by copyright, the Client must specify the intended use. The Client only acquires those rights that correspond to the stated purpose of the translation.

8.3 The Client shall be obliged to indemnify and hold the Language Service Provider harmless against all claims asserted by third parties arising from infringements of copyrights, ancillary copyrights, other industrial property rights or personal rights. This also applies if the Client does not specify an intended use or uses the translation for purposes other than those specified. The Language Service Provider shall notify the Client of such claims without delay and, in the event of legal action, notify the Client of the dispute. If the Client does not join the proceedings as a party to the dispute in response to the notice of dispute, the Language Service Provider shall be entitled to recognise the claim of the plaintiff and to indemnify itself from the Client regardless of the legality of the recognised claim.

## 9. Payment

9.1 Unless otherwise agreed, payment shall be made upon delivery of the translation and after invoicing. The Language Service Provider shall be entitled to demand an appropriate payment on account in advance. Private individuals or foreign clients may be required to pay the full order amount in advance.

If collection has been agreed and the translation is not collected by the Client on time, the Client shall be obliged to pay on the agreed date on which



the translation is made available for collection.

9.2 In the event of default of payment, the Language Service Provider shall be entitled to retain any order documents provided (e.g. manuscripts to be translated). In the event of late payment, default interest of 6% shall be charged.

9.3 In the event of non-compliance with the terms of payment agreed between the Client and the Language Service Provider (e.g. payment on account), the Language Service Provider shall be entitled, after prior notification, to suspend work on the orders in its possession until the Client fulfils its payment obligations. This also applies to orders for which a fixed delivery time has been agreed (see point 3.1). The associated cessation of work shall not give rise to any legal claims on the part of the Client, nor shall it prejudice the rights of the Language Service Provider in any way.

## 10. Duty of confidentiality/data protection

10.1 The Language Service Provider shall be obliged to maintain confidentiality regarding all business matters of the Client known to it which are entrusted to it within the scope of the contractual relationship and which are not publicly accessible, such as in particular business and trade secrets, and shall also oblige its agents to maintain confidentiality to the same extent; in this respect, the Language Service Provider shall be released from its confidentiality obligation towards its contractual agents whom it uses.

10.2 The confidentiality obligation shall apply for an unlimited period, unless otherwise agreed.

10.3 The Language Service Provider shall be entitled to process data transmitted to it or personal data otherwise entrusted to it within the scope of the purpose of the contractual relationship and to store this data even after the end of the contractual relationship

if this storage or processing is necessary to fulfil the order or legal obligations (e.g. data for invoicing). After this period, the data will be erased.

10.4 The Client has the right to demand the erasure of its data under the conditions of the provisions of the Austrian Data Protection Act. However, this right is only complied with if the Language Service Provider is not legally obliged to store the personal data.

## **11. Right of cancellation for consumers in distance selling**

11.1 Consumers within the meaning of the Austrian Consumer Protection Act have the right to cancel contracts concluded at a distance or outside of business premises within 14 days without giving reasons in accordance with § 11 FAGG (Austrian Distance and Off-Premises Contracts Act). The cancellation period begins on the day the contract is concluded (acceptance of offer).

11.2 To exercise the right of cancellation, the Language Service Provider must be informed of the decision to cancel the contract by means of a clear declaration (e.g. a letter sent by post, fax or e-mail). The attached model cancellation form (Appendix II) can be used for this purpose, but is not mandatory.

11.3 To comply with the cancellation period, it is sufficient to exercise the right of cancellation before the expiry of the cancellation period.

11.4 In the event of cancellation, the Language Service Provider shall refund all payments received from the Client immediately and at the latest within fourteen days from the date of receipt of the notification of cancellation. Unless expressly agreed otherwise, the same means of payment used by the Client for the original transaction shall be used for this repayment; under no circumstances shall the Client be charged any fees for this repayment.

11.5 At the express written request of the Client, execution of the order can begin immediately – i.e. before the 14-day cancellation period expires. The attached model declaration (Appendix III) may be used for this purpose, but is not mandatory.

11.6 In the event of immediate commencement of the execution of the contract at the express request of the

Client, the following shall apply:

- If the Language Service Provider has started the translation but has not completed it, the Client shall, in the event of cancellation of the contract, pay a pro rata amount of the total price corresponding to the part of the translation order already completed in relation to the total order (e.g. if half of the text has already been translated, half of the total price).

- As soon as the translation has been completed – within the cancellation period – the Client loses its right of cancellation.

## **12. Severability clause**

The invalidity of individual provisions of these terms and conditions shall not affect the validity of the remainder of the contract. Should a clause be or become invalid or unenforceable, both parties undertake to replace it with a legally permissible, valid and enforceable clause that comes as close as possible to the economic intention of the provision to be replaced.

## **13. Written form**

All amendments and additions to these General Terms and Conditions and other agreements between the Client and the Language Service Provider must be made in writing.

## **14. Applicable law and place of jurisdiction**

The place of fulfilment for all contractual relationships subject to these terms and conditions is the registered office of the Language Service Provider. The competent court at the registered office of the Language Service Provider shall have local jurisdiction to decide on all legal disputes arising from this contractual relationship, provided that the Client is an entrepreneur. If the Client is a consumer within the meaning of the Consumer Protection Act, this shall only apply if the Client's place of residence, habitual abode or place of employment is located in that district. Austrian law shall apply with the exception of the conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

**Correct as at: 01/12/2023**