

GENERAL TERMS AND CONDITIONS

I. Scope

1. These General Terms and Conditions (GTC) apply to contracts between Linguaforum GmbH - International Translation Services, hereinafter referred to as the Contractor, and its Clients.
2. The Contractor shall provide its services to its Clients exclusively on the basis of these General Terms and Conditions.
3. Contradicting terms and conditions or such terms and conditions deviating from the Contractor's General Terms and Conditions are not accepted unless the Contractor explicitly accepted their applicability in writing. These Terms and Conditions shall also apply if the Contractor performs services to the Client without reservation in the knowledge that the Client's terms and conditions conflict with or deviate from these Terms and Conditions.
4. In the case of commercial clients who are not consumers, these General Terms and Conditions shall also apply to all future business relations, even if they are not expressly agreed again.

II. Scope of services

The linguistic mediation activity is carried out carefully according to the principles of proper professional practice. Technical terms shall be translated into the generally accepted, lexically justifiable or generally understandable version, unless documents or special instructions have been enclosed by the Client.

III. Client's duty to cooperate

Interpreting

In the interest of optimal interpreting performance, the Client shall provide at the earliest possible time all information and documents useful for the preparation and implementation of the interpreting assignment. These include information on the nature and content of the event, background information on a company, an organization or previous events, as well as documents and other materials relevant to the event in German and/or in the foreign language.

Certain spatial (especially acoustic) requirements must be met for the provision of the interpreting service: The original sound must be heard clearly and the speaker must be seen. Slide presentations and the like must be clearly visible. If a booth is

used, it must be freely accessible and provide a clear view of the presenter. If the possibility of interpreting is severely hampered (e.g., by loud background noise), it will be interrupted until the working conditions have been modified accordingly.

Translations

Information and documents necessary for the preparation of the translation shall be provided by the Client to the Contractor without request at the time of placing the order (Client's glossaries, illustrations, drawings, tables, abbreviations, etc.).

Errors resulting from non-compliance with these obligations shall not be borne by the Contractor.

The Contractor may reject the translation of a text. This applies in particular in cases where texts with punishable content and texts that offend common decency are given for translation, as well as if editing the text appears to be unreasonable within the time frame specified by the Client due to the difficulty and/or the volume of the original.

If the translation is intended for printing, the Client shall provide the Contractor with a proof for correction in good time before printing, so that the Contractor can correct any errors. Names and numbers are to be verified by the Client.

The Client shall provide timely information on the desired form of the translation (purpose of use, delivery on data carriers, number of copies, readiness for printing, external form of the translations, etc.)

IV. Delivery / service provision

Interpreting

The Contractor shall provide the requested interpreting service during the event, i.e. the oral translation of a spoken text from one language into another. Film and video sequences are excluded. Film and video sequences will only be interpreted if the original sound is fed into the booth and the film(s)/video(s) have been shown to the Contractor in advance or/and the spoken text has been handed over in writing.

Unless otherwise stated in the offer, the fee mentioned in the offer covers only the presence time mentioned. Each additional hour or part thereof of attendance time will be charged extra as overtime.

Translations

The translation service involves the written transfer of texts from one language into one or more other languages. Services beyond this, such as the editorial processing of texts, special formatting, etc., are excluded. If such services are additionally desired, this shall require a separate agreement.

Interpreting / Translations

Delivery deadlines and dates, as well as interpreting services, are agreed upon when the order is placed and are binding. However, the Contractor shall not be in default as long as the delivery/service is not provided due to a circumstance for which it is not responsible (e.g. network and server errors, other line, transmission and operational disruptions, force majeure, strikes, sudden illness, traffic disruptions, even if they occur at subcontractors). As a matter of principle, delivery/service shall be effected as soon as the reason for non-delivery/non-performance no longer exists. However, the Contractor reserves the right to withdraw from the contract. Further rights, in particular claims for damages, are excluded in these cases.

V. Acceptance and warranty

1. The Client shall immediately check the delivered translation for defects. Obvious defects in the translation must be reported to the Contractor in writing without delay, hidden defects immediately after their discovery.
2. If no written complaint is received within 14 days at the latest, the translation shall be deemed to have been provided and accepted in accordance with the contract.
3. The Client is liable for defects in the text template (source).
4. Insofar as the translation deviates from the respective agreed requirements, the Client shall set the Contractor a deadline for rectification that is reasonable for the respective case. Rectification is excluded if the deviations have been caused by the Client itself, e.g. by incorrect or incomplete information, faulty source texts. As for the rest, statutory warranty provisions shall apply. In the event of properly notified defects, the Contractor shall have the right, at its own discretion, to correct the translation or do it completely new for at least two times. The Client remains obligated to accept the service provided and to make payment.
5. The Client's right to complain shall lapse if it has itself processed the part of the product to which the complaint relates or has had it processed on its behalf, irrespective of whether it has subsequently delivered the product to a third party or not.

VI. Liability

1. The Contractor shall only be liable for damages if it or its employees or other vicarious agents are guilty of gross negligence or intent.
2. The above limitations of liability shall also apply to the benefit of the Contractor's employees, executive bodies and vicarious agents.

3. Any liability of the Contractor for damage or loss of the materials handed over by the Client is excluded. The Client must ensure that the data is adequately backed up. The Contractor shall regularly check its EDP for viruses and similar malfunctions, but shall not be liable for any damage caused by computer viruses and similar malfunctions.
4. The Contractor shall not be liable for loss of profit, savings not realized, damages due to third party claims, indirect and consequential damages. Liability for gross negligence shall be limited to 1.5 times the invoice value of the service or delivery.
5. Any ambiguity of the text to be translated shall release the Contractor from any liability.
6. The assessment of whether the use of a text to be translated or edited by the Contractor or the translation/edited version thereof provided by the Contractor involves a risk of bodily injury shall be solely at the expense and risk of the Client.
7. The Contractor shall not be liable for any damage to or loss of documents, data or data carriers provided by the Client to facilitate the performance of the Contract.
8. Furthermore, the Contractor shall not be liable for any costs and/or damages caused by (a) the use of information technology and telecommunication means, (b) the transport or dispatch of data or data carriers, or (c) any computer viruses in the files or data carriers delivered by the translation agency.
9. The Contractor shall not be liable for the respective translation being admissible or suitable for the Client's intended purpose. This applies in particular in the event that the translation is published or used for advertising purposes.
10. The Client shall indemnify the Contractor against all claims of third parties arising from the use of the product and thus excludes any liability of the Contractor on the basis of this paragraph.
11. The Client similarly undertakes to indemnify the Contractor against all claims of third parties based on alleged infringement of property rights, patent rights, copyrights or other intellectual property rights in connection with the performance of the Contract.

VII. Confidentiality

The Contractor undertakes to maintain secrecy about all facts that become known to it in connection with its activities for the Client.

VIII. Retention of title, rights of use and copyrights

Interpreting

The product of the interpreting service is intended exclusively for immediate hearing; should a recording be desired, it is permitted only with the prior consent of the Contractor. An additional amount will be charged for the assignment of the rights of use. The amount depends on the type of use. The Client is liable for unauthorized recording by third parties.

Translations

The translation shall remain the property of the Contractor until the remuneration has been paid in full.

The Client acquires the right to use the translation upon full payment of the remuneration.

The Contractor has the copyright to the translation.

IX. Involvement of third parties and confidentiality

1. The Contractor shall be entitled to use suitable and verified third parties for the provision of the translation service. The contractual relationship of the Client exists exclusively with the Contractor.

Any subcontractors or other third party service providers involved shall also submit their corresponding invoice immediately, but within the month of performance.

2. The Contractor shall treat as confidential any information about the Client of which it becomes aware within the scope of the contractual relationship, as well as any documents and materials handed over, and undertakes not to use or exploit such information or pass it on to third parties without express written consent, unless this is necessary within the scope of the performance of the contract.
3. The transfer to third parties for the purpose of translation is permitted. The Contractor undertakes to oblige these third parties in turn to maintain confidentiality.
4. If stricter confidentiality obligations are to be observed for certain documents, the Client shall be obliged to expressly inform the Contractor of these requirements in writing when placing the order and to provide the programs, codes and passwords to be used.

X. Remuneration and scope of delivery

1. Interpreting services and translations are services that are generally due upon receipt of the invoice and payable without deduction within 14 days of receipt.
2. Remuneration for the Contractor's services shall be based on the respective contractual agreement.

3. If the amount of the fee has not been agreed upon, an appropriate and customary remuneration according to type and difficulty shall be owed.
4. Interpreting services are charged by the hour, with the last hour rounded up, or by daily flat rates. In the case of interpreting work, the necessary travel time, travel expenses and any daily expenses for accommodation and meals will be charged additionally.

XI. Cancellation policy

As regards Section 312b German Civil Code (distance contracts) the consumer shall have a cancellation right pursuant to Section 312d in conjunction with Section 355 German Civil Code. In this case the following applies:

Right of revocation

You can revoke your contractual declaration in text form (e.g. letter or email) within 14 days without giving reasons.

The period begins at the earliest after receipt of this instruction in text form, but not before conclusion of the contract.

The timely dispatch of the revocation is sufficient to comply with the revocation period.

The revocation is to be addressed to:

Linguaforum GmbH - International Translation Services, attn. Ms. Christiane Starke, Weidenbornstr. 8a, 65189 Wiesbaden, Email: info@linguaforum.de

Consequences of revocation:

In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived (e.g. interest) shall be surrendered.

If you are unable to return or surrender the goods or services received and any benefits (e.g. benefits of use), or are only able to return them in part or in a deteriorated condition, you must compensate us for the loss of value. This may mean that you must nevertheless fulfill the contractual payment obligations for the period until revocation.

Obligations to refund payments must be fulfilled within 30 days. The period begins for you with the dispatch of your revocation, for us with its receipt.

Special notes

Your right of withdrawal expires prematurely if the contract is complete by both parties at your express request before you have exercised your right of withdrawal. It also expires prematurely if Linguaforum GmbH has started the execution of the service with the explicit consent of the Client before the end of the withdrawal period.

End of the cancellation policy.

XII. Contract termination

Interpreting

In the event of an order cancellation by the Client, a cancellation fee shall be due; unless otherwise agreed in the order confirmation, this shall amount to 20% of the agreed fee from the date of order placement until the 30th working day before the start of the event, 40% between the 29th and 10th working day, 60% between the 9th and 6th working day and 100% from the 5th working day. If the interpreter has already arrived at the place of assignment or if other expenses have been incurred (e.g. handling fees for the return of tickets already purchased), the travel expenses will be settled or the aforementioned expenses will be invoiced against receipt.

The Client shall remain entitled to prove that the damage was less than this amount.

Translations

The Client may terminate a contract for the performance of a translation until the completion of the translation work only for good cause. Termination shall only be effective if it has been declared to the Contractor in writing. In this case, the Contractor shall be entitled to damages for lost profit in the amount of the order value.

XIII. Right to advertise

The Contractor is entitled to use the name and brand of the Client as a reference in its own advertising.

XIV. Applicable law

German law shall apply to the order and all claims arising therefrom. The place of performance and jurisdiction is Wiesbaden.

XV. Severability clause

The validity of the General Terms and Conditions shall not be affected by the invalidity or ineffectiveness of individual provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic result or the intended purpose.

XVI. Amendments and additions

Amendment and additions to these GTC are only valid if they have been agreed in writing. This also applies to the amendment of the written form requirement itself.

Date: November 2021