

## **General Terms and Conditions of intelliExperts GmbH, Business Division intelliText LanguageServices**

### **1. General**

These present General Terms and Conditions apply to any and all business relationships between intelliExperts GmbH, Business Division intelliText LanguageServices, Sanderglasisstraße 9a, 97072 Würzburg, Germany ("Contractor") and their principals ("Principal"). These General Terms and Conditions will also apply to any follow-up or repeat business, irrespective of whether we expressly refer to them. Deviating agreements, the applicability of different General Terms and Conditions or legal regulations must be expressly confirmed by the Contractor in writing in order to be valid.

- 1.1 Translations shall be carried out in a factually correct, stylistically and grammatically faultless manner as well as in a manner true to the original. The Principal must explain special requests for a translation (legal purposes, publication, advertising) upon assignment of the job as the Contractor otherwise only owes a translation pursuant to sentence 1.
- 1.2 The Principal shall supply certain terminology (glossaries, illustrations, tables, abbreviations etc.) upon assignment of the job if he wishes that they be used.
- 1.3 The factual and lingual correctness of the original text shall be the sole responsibility of the Principal.
- 1.4 The Contractor shall be entitled to make use of qualified third parties for the execution of the job. The Contractor shall be liable only for the careful selection, however, he shall be obligated to cede to the Principal any claims against the third party upon his request.

### **2. Fees for Translations**

- 2.1 The fees for translations shall be taken from the respective applicable price lists of the Contractor unless both parties have made special agreements in this regard.
- 2.2 Unless agreed otherwise, the target text (result of the translation) shall form the basis of calculation.
- 2.3 A provided estimate shall only apply if it was made in writing – after examination of the documentation to be translated.
- 2.4 A cost estimate, if any, will only be valid if made in writing after inspection of the documents to be translated.
- 2.5 Extra charges may be charged by agreement for urgent jobs, overnight or weekend jobs as well as jobs on public holidays.

### **3. Fees for Interpreting Services**

- 3.1 Interpreting services will be charged on an hourly basis or based on daily rates. In addition, we will charge for the following costs: travel and overnight expenses, preparation time, costs for car or other means of transportation, costs for software tools and/or portals for online interpretation assignments that are also to be borne by the Principal.
- 3.2 All prices shall be plus legal value added tax (V.A.T.) for customers within Germany.

### **4. Delivery**

- 4.1 The Contractor shall be deemed to have fulfilled his delivery obligation as soon as the delivery is dispatched via the agreed means of delivery.
- 4.2 The time limit set in the written confirmation of order shall be decisive for the delivery deadline of the translation. The timely receipt of all documentation which must be transmitted by the Principal e.g. source texts as well as all required background information shall constitute a prerequisite for the obligation to fulfil the delivery deadline. The delivery deadline shall be extended by the period of delay if these prerequisites are not fulfilled on time.
- 4.3 The non-compliance with the delivery deadline shall only entitle the Principal to withdrawal from the contract if the delivery deadline was expressly agreed as a fixed and binding date and the Principal fulfilled all above-referenced prerequisites (point 4.2) and the Contractor did not communicate the delay on time. Compensation claims of the Principal shall be excluded unless the Contractor caused the damage wilfully or grossly negligently.

### **5. Force Majeure / Cancellation**

The Contractor shall immediately notify the Principal of a case of force majeure. Both parties shall be entitled to withdraw from the contract in the event of force majeure. The Contractor may however request a reasonable extension of time if the nature of the services allows for it. The Principal shall compensate expenditures and services that have already been effected. This shall apply accordingly to cancellations as well.

### **6. Notification of Defects / Removal of Defects / Warranty**

- 6.1 All notifications of defects with regard to the translation quality shall be made within 14 days after the delivery of the translation. After the expiry of this term, the translation shall be deemed approved. Any defects shall be explained sufficiently by the Principal in writing and must be proven.
- 6.2 The translation delivered by the Contractor to the Principal shall be saved by the Contractor and is decisive for the delivered text.
- 6.3 The Principal shall grant the Contractor a reasonable extension of time for the removal of defects. The Contractor shall be exempted from the liability for defects if the Principal refuses it. The Principal shall not be entitled to claim a price reduction if the defects are removed by the Contractor within the term.
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- 6.4 The Principal shall be entitled to withdraw from the contract or demand a reduction of the remuneration (diminution) if the Contractor does not remove defects on time. In the event of minor or negligible defects, there shall be no right to withdrawal or diminution.
- 6.5 Warranty claims shall entitle the Principal to neither retention of agreed payments nor to a set-off.
- 6.6 Liability for defects of translations that will be published, be it for commercial or private purposes, e.g. websites, shall only exist if the Principal has expressly announced the publication intention in writing and the page proof or the text in the version to be published was presented to the Contractor for review purposes. The Contractor shall be paid an adequate compensation for costs or an hourly fee that is invoiced by him as from the second correction.
- 6.7 Stylistic improvements (e.g. synonyms) or adaptations of specific terminologies (particularly of terms used in the industry or the company) shall not be accepted as translation defects.
- 6.8 No liability shall be assumed for defects of abbreviations specific to the job that were not referenced by the Principal upon assignment of the job.
- 6.9 The Contractor only assumes liability for the correct reproduction of names and addresses for original texts that are not presented in Latin writing and in typescript if an original text was provided in Latin typescript.

## **7. Compensation for Damages**

- 7.1 All compensation claims against the Contractor shall be limited to the amount of the invoiced sum (net), unless imperatively provided otherwise by law. An exception to this limitation shall be those cases in which the damage was caused grossly negligently or wilfully. A liability for lost profits or consequential damages shall be excluded.
- 7.2 The Principal shall pay the premium arising for a financial loss insurance if he wishes the Contractor to cover his liability to a certain amount by way of the same. The Principal shall only pay the differential amount if the Contractor already maintains a financial loss insurance.

## **8. Payment Terms**

- 8.1 The payment is due upon issuing of the invoice and shall be effected immediately. The Principal shall be in default, at the latest, if he does not pay within 30 days after maturity and receipt of the invoice.
- 8.2 Default interest shall be paid in accordance with § 288 German Civil Code [BGB].

## **9. Copyright**

- 9.1 The Contractor reserves copyright to the translation and glossaries or terminology lists derived therefrom, including without limitation translations made with the aid of so-called CAT tools and machine translations.
- 9.2 The Principal shall be obligated to exempt the Contractor or any third party commissioned by him completely if claims are made against them because of the violation of an existing copyright by a translation delivered by them. This shall also include the necessary costs of legal proceedings.

## **10. Obligation of Secrecy / Data Protection**

The Contractor undertakes not to disclose confidential information and to comply with any and all data protection regulations. The Contractor will ensure that their sub-contractors will also be subject to this confidentiality obligation. However, the Contractor will not be liable for any violation of this confidentiality obligation by the sub-contractors, except in cases in which the Contractor acted with gross negligence when selecting the sub-contractors. However, the Contractor and their sub-contractors will be exempt from such confidentiality obligation to the extent the data and information transmitted by the Principal are essential for the execution of the contract by commissioned third parties. Personal data will be stored for the following purposes: processing of the order and fulfilment of statutory obligations (e.g. obligation to store the data in accordance with trade or tax laws). The legal basis shall be article 6, (1)(1b)(1c) of the GDPR

We will erase your personal data as soon as they are no longer required for the above-stated purposes and we have no legal obligation to keep them.

## **11. Severability Clause**

The invalidity of individual provision of these General Terms and Conditions shall not affect the validity of the remaining provisions thereof. In such case, the invalid provision will be replaced by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same will apply mutatis mutandis to any gaps contained in these General Terms and Conditions.

## **12. Place of Performance / Place of Jurisdiction**

The place of performance shall be the Contractor's place of business. The general place of jurisdiction is Würzburg. German law shall apply.