

## General Terms and Conditions of Business

### 1. Scope of validity

- 1.1. The following General Terms and Conditions apply unless the Principal and H!LALI Übersetzungen (hereafter referred to as the Contractor) make a written agreement to the contrary. Any amendments to this contract have to be made in writing.
- 1.2. The Contractor is only bound by General Terms and Conditions drawn up by Principal when the Contractor has agreed to these, in writing, in advance.

### 2. Services

- 2.1. The scope of services provided can be gleaned from the written order confirmation.
- 2.2. Order processing will be carried out to the highest professional standard possible. The Contractor works exclusively with highly-qualified, experienced freelancers.
- 2.3. Specialist terminology will be translated in the usual way and in a form that is easily understood. Should the Principal require the use of specific (e.g. company) terminology he has to provide the Contractor with appropriate written instructions and a list of such terminology together with the order.
- 2.4. The Contractor reserves the right (but is not obligated) to consult the Principal in order to clarify any statements or descriptions that are unclear. The Contractor will have also fulfilled his duty to work with due care and attention when the translation is completed in accordance with his interpretation of the source text and to the best of his knowledge and ability.
- 2.5. The Principal is obligated to participate actively in the translation process and provide the Contractor with all the information necessary to process the order properly. The Principal is responsible for providing the Contractor with punctual delivery of all the documents required without having to be requested to do so. These documents include those of a complementary nature, such as terminology lists, lists of relevant abbreviations, descriptions and diagrams. The Principal is also obligated to inform the Contractor of relevant documents, procedures and circumstances that arise during the course of the project.
- 2.6. If required, translations can be certified by sworn translators. The Principal must state in his order that he requires the translations to be certified and must provide the relevant documents either in original form or as certified copies.
- 2.7. If the Principal intends to publish a translation he must inform the Contractor of this intention when placing the order.
- 2.8. Delivery deadlines are only binding when they have been confirmed by the Principal in writing. Adherence to the respective deadline depends on whether the order, including all the relevant documents and payments, has been properly and punctually submitted to the Contractor. The delivery deadline will be extended as required when the aforementioned prerequisites are not fulfilled on time. The delivery deadline will be deemed to have been met when the translation is made available to the Principal within the agreed period of time and a message sent to the Principal informing him of this. If the Contractor is prevented from fulfilling his duties as a result of mobilisation, war, unrest, strike, lock-out, stoppage, fire, natural catastrophe, amendment to legal regulations, government action or decree, or the occurrence of other unforeseen circumstances beyond his control, the delivery deadline will be extended accordingly. This does not apply in cases of gross negligence or intent, in cases when a guarantee has been made, or in cases in which major contractual duties have been violated through simple negligence and, for legal reasons, the Contractor is directly liable for any foreseeable damages typical for this type of contract.
- 2.9. Deliveries will be made in the manner agreed upon with the Principal. Delivery risk is carried by the Principal. Delivery risk is carried by the Principal. As a rule, this risk is passed on to the Principal as soon as the translation leaves the Contractor.

### 3. Prices

- 3.1. Prices are calculated based on the number of standard lines in the target language; a standard line is made up of 52 keystrokes. Spaces, numbers, footnotes, comments, headers and footers are also included in the calculation. If a non-latin alphabet is used in the translation and the source text was delivered in a latin alphabet, the number of lines in the source text will be used as the basis for the line calculation. The number of standard lines is calculated using current text-counting software.
- 3.2. The price of a standard line varies according to the language, length of text, specialist area, difficulty level and purpose of the translation.
- 3.3. Hourly rates will be agreed upon for time-intensive projects such as the translation of lists of specialist terms, advertising texts and slogans.
- 3.4. Proofreading will be billed either by the line or by the hour.
- 3.5. Additional services such the pre- or post amendment of file formats, layout, design, and the creation of documentation will be billed by the hour.
- 3.6. Surcharges will be added for translation from a foreign language (not German) into a foreign language (not German), express translations, night, holiday and weekend work, poor legibility of source texts or other impediments.
- 3.7. Official certification will be billed at a rate of one certification per translated copy.
- 3.8. A minimum rate will be charged for small projects.

- 3.9. All costs incurred as the result of special delivery methods requested by the Principal (such as express delivery, delivery by courier etc.) will be billed to the Principal.
- 3.10. Flat-rate prices can be provided upon the Principal's request.
- 3.11. All prices are net, to which the current level of VAT will be added.
- 3.12. If a confirmed order is subsequently cancelled, the Principal is obligated to reimburse the Contractor for all the translation fees and related costs incurred up to the point of cancellation. The Principal will be provided with delivery of all work carried out up to the point of cancellation.

### 4. Confidentiality and data protection

- 4.1. The Contractor is obligated to treat all information made available to him during his work for the Principal with utmost confidentiality.
- 4.2. All data made available by the Principal will be stored electronically. Such data will not be made available to third parties.

### 5. Complaints

- 5.1. Deficiencies have to be reported to the Contractor within the legally defined period. Obvious, immediately recognisable deficiencies are to be reported within a period of 14 days following delivery/dispatch of the translation at the latest.
- 5.2. The Principal only has the right to withdraw from the contract or reduce the level of remuneration when the correction process has proved unsuccessful and an appropriate period of grace has been granted.

### 6. Liability

- 6.1. Unless otherwise agreed, the Contractor and his vicarious agents are only liable for any claims made by the Principal - for whatever legal reason - as follows:
  - a) Liability for personal injury is based on legal regulations.
  - b) Liability for damage to property is limited to EUR 250,000 for each instance and a total of EUR 500,000.
  - c) Liability for economic loss is ruled out completely.The limitations of liability under b) and the exclusion from liability under c) do not apply when damage is caused as a result of gross negligence or intent or in cases in which major contractual duties have been violated and the Contractor is directly liable for foreseeable damages typical for this type of contract.

- 6.2. In particular, the Contractor is not responsible for damages that are caused outside his premises. Furthermore, the Contractor is also not liable for any damage caused by computer viruses transmitted electronically if the said viruses were undetectable or not detected as the result of slight negligence.
- 6.3. The Contractor is not responsible for any translation errors that result from incorrect or incomplete information provided by Principal, or due to illegible, hand-written, or incorrect texts.
- 6.4. The Principal is responsible for obtaining permission to reproduce copyrighted material. The Principal is also responsible for ensuring that the documents provided by him do not infringe upon competition rights, trademark rights, the right to bear a name, or any other rights. The Principal hereby releases the Contractor entirely from any claims made by third parties in this respect.
- 6.5. The Principal can only offset claims made by the Contractor, irrespective of their nature, when the counterclaim made by the Principal is unchallenged or has been legally recognised.

### 7. Conditions of payment

- 7.1. **Invoices** will be issued to the Principal as soon as the order has been completed and are payable immediately, in EUROS, without deductions.
- 7.2. The Contractor reserves the right to request advance payment or, alternatively, payment in instalments. The Contractor also reserves the right to withhold delivery of the order until payment of the installment has been received. Furthermore, the Contractor bears no responsibility whatsoever for any damages incurred by the Principal as the result of delayed or non-payment.
- 7.3. Any discounts and reductions that have been granted by the Contractor only apply when the Principal pays the respective invoice on time.

### 8. Rights of ownership

All work undertaken remains the property of the Contractor until full payment has been made. The Contractor will retain the copyright. The Contractor hereby lays claim to the intellectual property rights of the work carried out in the name of the respective translator.

### 9. Other conditions

- 9.1. The jurisdiction and place of performance for both delivery and payment is the Contractor's legal domicile.
- 9.2. All orders as well as all claims or disputes arising from them are subject to German law.
- 9.3. The original German version of these General Terms and Conditions is binding.
- 9.4. Should any one or more of the provisions in this contract become invalid, the validity of the other provisions remains intact.