

General Terms and Conditions of lex & tax Übersetzungen GmbH

1. Scope of Service

- 1.1. For the scope of service, the following conditions apply unless otherwise agreed in writing.
- 1.2. The Client agrees to indicate for which purpose the translation is to be used, e. g. if it is to serve
 - 1.2.1. for information only,
 - 1.2.2. for publication and advertising,
 - 1.2.3. for legal purposes or patent proceedings
 - 1.2.4. or any other purpose that requires special translation of the texts by the translator involved.
- 1.3. The Client may use the translation only for the indicated purpose. In the event that Client uses the translation for any other purpose than the one for which it was ordered and delivered, Client does not have any claim for damages against lex & tax Übersetzungen GmbH, hereinafter referred to as “Service Provider”.
- 1.4. If the purpose of a translation is not communicated to Service Provider, Service Provider is to carry out the translation to the best of its ability for the purpose of information (see sub-subclause 1.2.1).
- 1.5. Translations are to be delivered by Service Provider in a single copy in typewritten form on paper in A4 format unless otherwise agreed.
- 1.6. Unless otherwise agreed, the provisions of subclause 6.3 of DIN 2345 (“Translation Contracts”) apply with respect to formal lay-out.
- 1.7. If Client requests the use of specific terminology, Client is to communicate this to Service Provider and, at the same time, submit the necessary documentation. This also applies to language variants.
- 1.8. The technical and linguistic correctness of the source text exclusively lies within the responsibility of Client.
- 1.9. The Service Provider may refer the order to equally qualified third parties. In this event, however, Service Provider remains the exclusive provider of services.
- 1.10. The name of Service Provider may only be added to published translations if the entire text has been translated by Service Provider or if any changes made have been approved by Service Provider.

2. Fees

- 2.1. The fees (prices) for the translations are based on the tariffs (price lists) of Service Provider that are applicable to the relevant type of translation. Translations are charged on the basis of the lines of the translated text.

1 line = 55 characters (including spaces), 1 page = approx. 25 typewritten lines (DIN A4)
- 2.2. Services exceeding the scope of normal text processing are charged by agreement (e. g. source texts are provided in special file formats; Client requests a particular graphic form requiring special software).
- 2.3. Unless otherwise agreed, the target text (result of the translation process) forms the basis for calculations.
- 2.4. If a cost estimate has been given, this is only valid if effected in writing.
 - 2.4.1. Other cost estimates are only considered as non-binding guidelines.
 - 2.4.2. The cost estimate is drawn up on the basis of best expert knowledge; however, it is not possible to assume a guarantee for its correctness. If after placement of the order an increase in costs in the amount of more than 15 % becomes evident, Service Provider is to notify Client without delay. If the increase in costs is inevitable and does not amount to more than 15 %, a separate notification is not required and these costs may be invoiced.
- 2.5. Cost estimates that are given without a review of the texts to be translated are only considered as non-binding guidelines. The Client is obligated, also without notification under sub-subclause 2.4.2 and unless Service Provider draws up a new cost estimate, to pay the actual costs of the translation under subclause 2.1.
- 2.6. Unless otherwise agreed, changes in the order or additionally contracted services may be invoiced at reasonable prices.
- 2.7. An increase in wages and salaries under collective bargaining agreements entitles Service Provider to a subsequent adjustment of prices.

- 2.8. Stability of value of the account receivable and any collateral accounts receivable applies. Stability of value is calculated on the basis of the consumer price index that is issued monthly by the Austrian Central Statistical Office (Österreichisches Statistisches Zentralamt) or any index replacing this one. The reference value is the index value calculated for the month in which the contract is concluded. Upward and downward fluctuations of the index value of up to, but excluding, 2.5 % are not considered. This margin is to be recalculated every time the index value is subject to upward or downward fluctuation of 2.5 % or more, with the first index value outside the margin forming the basis for both, redetermination of the account receivable and recalculation of the new margin. The amounts thus calculated are to be rounded to one decimal place.
- 2.9. For a review of translations carried out by third parties, the full fee of an original translation may be charged.
- 2.10. For rush orders and weekend orders reasonable surcharges may be invoiced. Rush surcharges are charged for orders that are to be completed within one day or over the weekend (Friday afternoon to Monday morning or where more than 8 pages are to be translated per day).

3. Delivery

- 3.1. With regard to the period for the delivery of the translation, the joint declarations in writing are conclusive. If the delivery date is a material component of the order accepted by Service Provider, Client is to expressly give notice of this in advance. A prerequisite for compliance with the delivery period is the timely receipt of all documentation to be submitted by Client in the scope specified (e. g. source texts and all necessary background information) as well as compliance with the agreed terms of payment and other obligations. If these prerequisites are not fulfilled in time, the delivery period is extended correspondingly.
- 3.2. Non-compliance with the delivery period entitles Client to repudiate the contract only if the delivery period was expressly agreed as a fixed period (see subclause 3.1, first paragraph) and Client has fulfilled all the prerequisites under subclause 3.1, second paragraph. Claims of Client for damages are excluded with the exception of damage caused intentionally and by gross negligence.
- 3.3. Unless otherwise agreed, delivery is effected by mail. Costs incurred in connection with the delivery are to be borne by the client.
- 3.4. The risks related to the delivery (transmission) are to be borne by the client.
- 3.5. Unless otherwise agreed, the documentation provided to Service Provider by Client remains with Service Provider after completion of the translation order. The Service Provider has no obligation to keep or otherwise deal with it. However, Service Provider is to ensure that the documentation may not be used contrary to the contract.

4. Force Majeure

- 4.1. In the event of force majeure, Service Provider is to notify Client without delay. Force majeure entitles both, Service Provider and Client, to cancel the contract. However, Client is to compensate Service Provider for any expenses incurred so far or services already provided.
- 4.2. Force majeure includes without limitation: accident, labour conflicts, acts of war, civil war and the occurrence of unforeseeable impediments that demonstrably and materially limit the possibilities of Service Provider to complete the order as agreed.

5. Liability for Defects (Warranty)

- 5.1. Any translated texts may only be used in business after a review by Client.
- 5.2. Any notices of defects of the quality of the translation are to be given within four weeks from delivery (posting the translation). Defects are to be explained and proven by Client in writing in adequate form.
- 5.3. For the rectification of defects, Client is to grant Service Provider a reasonable period to have the opportunity to rectify them. If Client refuses to do so, Service Provider is discharged from the liability for defects. If the defects are rectified by Service Provider within a reasonable period, Client has no claim to a price reduction.
- 5.4. If Service Provider lets the reasonable period lapse without rectifying the defect, Client may cancel the contract or demand an abatement of the remuneration (price reduction). In the event of immaterial defects there is neither a right to cancel the contract nor a right to a price reduction.
- 5.5. Warranty claims do not entitle Client to the retention of agreed payments or a set-off.

- 5.6. For translations that are used for printing, Service Provider is only liable for defects if Client expressly states in the order that Client intends to publish the text and if Service Provider is provided with the galley proofs (proof-reading by the author) of all versions of the text including the one on which no more changes of whatever kind are made. In this event, Service Provider is to be paid a reasonable remuneration for the proof-reading or a reasonable hourly fee to be invoiced by Service Provider.
- 5.7. For the translation of barely legible, illegible or incomprehensible source texts, there is no liability for defects. This also applies for the review of translations under subclauses 2.9 and 5.6.
- 5.8. Stylistic corrections or reconciliation of specific terminology (especially industry- or company-specific terminology) etc. are not recognised as translation defects.
- 5.9. There is no liability for defects with regard to abbreviations relating to the order that have not been explained by Client on placing the order.
- 5.10. Service Provider does not assume any liability for the correct rendering of names and addresses in source texts that are not in Latin script. In these events, Client is advised to write down the names and proper names on a separate sheet in block letters in Latin script. This also applies to illegible names and numbers in birth certificates or other documents.
- 5.11. The rendering of numbers is only effected according to the manuscript. For the conversion of numbers, measures, currencies etc. no liability is assumed.
- 5.12. The Service Provider is liable as depositary in the meaning of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch) for manuscripts, originals etc. provided by Client for a period of four weeks after completion of the order unless these are returned to Client on delivery of the translation.
There is no duty to insure. For the return of the documents, subclause 3.5 applies correspondingly.
- 5.13. No liability is assumed for the provision of translators and interpreters excepting for damage caused intentionally and by gross negligence on selection.
- 5.14. No liability is assumed for proof-reading services under subclause 2.9 if the source text is not provided.
- 5.15. In the event of a transmission of translations by way of data transfer (such as e-mail, modem, etc.), Service Provider is not liable for resulting defects and impairments (such as virus transmissions, breach of confidentiality obligations) unless Service Provider is grossly negligent.

6. Damages

- 6.1. Any claims for damages against Service Provider are limited to the (net) amount of the invoice unless otherwise mandatorily provided at law. Any events where the damage was caused by gross negligence or intentionally are excluded from this limitation of damages. The liability for ordinary negligence is excluded. A liability for lost profit or consequential damage does not exist.
- 6.2. If Service Provider has taken out a third-party liability insurance for pecuniary loss, the claims for damages are limited to the amount that the insurance provides in each individual case.

7. Payment

- 7.1. Payment is to be effected in cash on delivery of the translation or immediately after receipt of the delivery unless otherwise agreed.
Service Provider is entitled to demand an adequate payment on account. Advance payment of the full amount of the order may be required from private persons and foreign clients. If collection is agreed and the translation is not collected in time, the payment obligation of Client commences on the day the translation is ready for collection.
- 7.2. If payment is delayed, Service Provider is entitled to retain documentation provided with the order (e.g. manuscripts to be translated). In the event of a delay in payment, default interest in the amount of 6 % per annum plus reasonable reminder fees may be charged.
- 7.3. Non-compliance with the terms of payment agreed between Client and Service Provider entitles Service Provider to suspend work being done on orders placed by the client until the client meets its payment obligations. This also applies to orders where a fixed delivery date has been agreed (see subclause 3.1). If the value of the payment obligation is in gross disproportion to the value of the documentation, a retention may not exceed the value of the payment obligation.
Suspension of work does not entitle Client to any legal claims and the rights of Service Provider are not prejudiced in any way.

8. Obligation of Confidentiality

Service Provider is obligated to confidentiality. Service Provider is to ensure that persons commissioned by Service Provider bind themselves to the obligation of confidentiality. Service Provider is not liable for non-compliance with this obligation on the part of persons commissioned by Service Provider except in the event of gross negligence on the selection of the person.

9. Venue

Place of performance for all contractual relationships that are governed by these Terms and Conditions is the registered office of Service Provider. For legal disputes about the existence or non-existence of such a legal relationship and for legal disputes arising out of such legal relationships, the venue of Service Provider or the general venue of Client at the option of Service Provider for legal proceedings of Service Provider and the general venue of Service Provider for legal proceedings against Service Provider is exclusively competent. Austrian law is agreed on.

10. Validity of the Terms and Conditions

If individual clauses become invalid, the rest of the Terms and Conditions remains valid