

General Terms and Conditions of lex & tax Übersetzungen GmbH

As of: May 2011

1. Services and use of translations

- 1.1. The services provided by lex & tax Übersetzungen GmbH, hereinafter referred to as the “Service Provider”, shall be rendered subject to the following conditions, unless agreed otherwise in writing.
- 1.2. The scope of services shall be determined by each individual order. Unless expressly agreed otherwise, an order to translate a document shall comprise the translation of the entire text.
- 1.3. The Client shall be obliged to inform the Service Provider of the purpose for which the translation is to be used. Therefore, the Client shall indicate whether the translation is to be used for the Client’s information only, for publication, for advertising, for submission to courts or authorities, or for any other purpose that requires a special translation of the texts on the part of the translator. If the Service Provider is not informed of the purpose of the translation, the Service Provider shall carry out the translation so as to serve the purpose of the Client’s information.
- 1.4. The Client shall only be entitled to use the translation for the indicated purpose. In the event that the Client uses the translation for a purpose other than the indicated purpose, the Client shall have no claims whatsoever against the Service Provider (in particular no damage claims).
- 1.5. The choice of formal design of the translation shall be up to the Service Provider, unless a specific formal design is expressly agreed. Unless agreed otherwise, the Service Provider shall deliver uncertified translations by e-mail as Word files. Unless agreed otherwise, certified translations shall be delivered in typewritten form on paper in A4 format (one copy per order); the Client may also request a version in pdf format.
- 1.6. If the Client wishes to request the use of specific terminology, the Client shall inform the Service Provider thereof and shall, at the same time, submit the necessary documentation; the same shall apply to language variants.
- 1.7. The technical and linguistic correctness of the source text (i.e. the text on which the translation is based) exclusively lies within the responsibility of the Client.
- 1.8. The Service Provider shall be entitled to commission sub-contractors. In this event, however, the Service Provider shall remain the exclusive provider of services.
- 1.9. The Client may only add the name of the Service Provider to a translation if the entire text has been translated by the Service Provider and if any and all changes to the translations have exclusively been made with the Service Provider’s consent.

2. Fees

- 2.1. In the absence of a written fee agreement stating otherwise, translation fees shall be determined by the rates currently charged by the Service Provider for its services at the point in time at which the Client places the translation order.
- 2.2. The basis for calculating fees shall be the target text, i.e. the translation delivered by the Service Provider. Fees shall be calculated by multiplying the number of standard lines in the target text with the applicable rate per standard line, unless expressly agreed otherwise. A standard line comprises 55 characters including spaces.
- 2.3. For a review of translations that have been carried out by third parties, the Service Provider shall be entitled to charge the full fee of an original translation.
- 2.4. The Service Provider shall be entitled to impose surcharges between 50% and 100% for rush orders and weekend orders. These surcharges shall in particular be imposed on orders that are to be completed within one day or over the weekend (Friday afternoon to Monday morning) or where more than 350 standard lines must be translated per day to allow for the timely completion of the order.
- 2.5. Formatting services that exceed the scope of simple word processing shall be charged separately at the currently valid rates. The scope of simple word processing shall, in particular, be exceeded if the Client provides the source text in special file formats or if the Client has special formatting requirements for the translation.

- 2.6. The Service Provider shall be entitled to charge additional fees for changes in the order or additional orders.
- 2.7. Cash outlays, such as transport costs or postal charges, shall be charged additionally.
- 2.8. Cost estimates given by the Service Provider shall be non-binding approximations of the fees anticipated in connection with rendering the translation that shall be payable by the Client. The Service Provider, thus, does not warrant the correctness of the cost estimate. If, after placement of an order by the Client, a cost increase of more than 50% arises, the Service Provider shall immediately notify the Client thereof. Cost increases of less than 50% require no notification by the Service Provider; the Service Provider can invoice the increased costs without any separate agreement.

3. Completion of translations

- 3.1. The Service Provider shall have an adequate period of time for completing the translation. Agreements according to which the Service Provider is to complete the translation by a fixed date shall only be binding if they have been concluded in writing. If the Client wishes for the translation to be completed by a specific date and explicitly makes reference to said date, this specific delivery date (delivery period) shall only be binding if it has been confirmed by the Service Provider in writing.
- 3.2. Compliance with the delivery period shall be subject to the timely receipt of all documents and materials to be provided by the Client as specified (including, without limitation, source texts and all required background information) as well as compliance with the agreed payment terms and other obligations. If these conditions are not fulfilled in due time, the delivery period shall be adequately extended.
- 3.3. Non-compliance with the delivery period entitles the Client to withdraw from the contract only if the delivery period was expressly agreed as a fixed period and if the Client fulfilled all conditions set out in Item 3.2 in due time and granted a reasonable grace period in writing.
- 3.4. The delivery of the translation as well as any and all correspondence between the Client and the Service Provider shall take place in the customary forms (including unencrypted e-mails). The Client assumes the risks associated therewith, including, without limitation, the risk of communication security and the risk of transmission errors.
- 3.5. The Client shall bear any and all costs that arise from and in connection with the delivery, including, without limitation, costs for courier services and postage.

4. Liability for defects (warranty)

- 4.1. The Client shall be obliged to review the translations delivered by the Service Provider before using them for their intended purpose.
- 4.2. The Client shall notify the Service Provider, in writing, of any and all defects of the translation within five days from receipt of the translation; otherwise any and all related claims on the part of the Client shall expire.
- 4.3. The Client shall primarily be entitled to a rectification of defects. The Client shall be obliged to assist in the rectification of defects by the Service Provider; in particular, the Client shall be obliged to grant the Service Provider a reasonable period for rectifying defects and to provide the Service Provider with any and all documents and materials it needs for the rectification of the defects. If the Client refuses to grant such assistance, the Service Provider shall not be liable for the defects. If the defects are rectified by the Service Provider within a reasonable period, the Client shall have no further warranty claims.
- 4.4. Warranty claims shall not entitle the Client to hold back agreed payments or to offset claims.
- 4.5. With regard to translations that are used for printed works, there shall only be warranty claims if the Client expressly stated in writing in its order that it intended to publish the text and if the Service Provider was provided with the galley proofs of all versions of the text, including that version of the text after which no further changes whatsoever are to be made. In the event of such proof-reading, the Service Provider shall be entitled to an adequate fee.
- 4.6. There shall be no warranty claims against the Service Provider if the translation could not be duly completed because of the Client's behaviour. In particular, but without limitation, the Client shall therefore have no warranty claims for
 - 4.6.1. the translation of barely legible, illegible or incomprehensible source texts,
 - 4.6.2. revisions of translations if the source text was not provided,

- 4.6.3. abbreviations specific to the order that were not specified or explained by the Client when placing the order,
- 4.6.4. stylistic improvements or reconciliation of specific terminology, such as industry- or company-specific terms,
- 4.6.5. the conversion of numbers, measures, currencies and the like; numbers shall be rendered based on the source text,
- 4.6.6. the correct rendering of names and addresses in source texts that are not in Latin script. In the case of such non-Latin scripts, the Client is advised to write down the names and proper names on a separate sheet in block letters in Latin script. This shall also apply to illegible names and numbers in birth certificates or other documents.

5. Damages

- 5.1. Any liability on the part of the Service Provider for damages caused by ordinary negligence shall be excluded. In all other cases, the liability of the Service Provider shall be limited to a maximum amount of the charged fees multiplied by five.

6. Payment

- 6.1. The Client shall settle the Service Provider's fees by making payment to the Service Provider's account as designated in the statement of fees within 14 days from delivery of the statement of fees.
- 6.2. The Service Provider shall be entitled to request partial or full advance payment of its fees, even if this was not expressly agreed when the order was placed. If the Client fails to make an advance payment as requested, the Service Provider shall be entitled to suspend the provision of its services until the advance payment has been received; agreed delivery periods shall be extended by the period of time between the request of an advance payment and receipt of such advance payment.
- 6.3. The Service Provider shall be entitled to make the delivery of the translation dependent on the prior payment of the Service Provider's fees.
- 6.4. In the event of a default on payment, the Service Provider shall be entitled to charge default interest in the statutory amount. Furthermore, the Service Provider shall be entitled to hold back documents and materials made available for the order (such as manuscripts to be translated).
- 6.5. In the event of a default on payment, the Service Provider shall be entitled to suspend work on all of the Client's orders until the Client has paid all invoices presented. This shall also apply to orders for which a fixed delivery date has been agreed; agreed delivery periods shall be extended by the duration of the payment default up to receipt of the last invoice amount.

7. Consent to electronic advertising

- 7.1. The Client consents to receive electronic mail, in particular e-mails, and fax messages which the Service Provider may send, at any time, for advertising purposes. The Client may revoke this consent in writing at any time.

8. Confidentiality obligation

- 8.1. The Service Provider shall be obliged to maintain confidentiality.

9. Applicable law and venue

- 9.1. The contract between the Service Provider and the Client, including any and all claims related thereto, shall be governed by Austrian law excluding its conflict-of-law rules.
- 9.2. Exclusive jurisdiction for any and all disputes shall be the court with factual competence for the dispute between the parties and local competence for Vienna's first district. The Service Provider shall also be entitled to enforce its claims before the court competent at the place of the Client's registered office.