

## **General terms and conditions**

### **1. Scope of Services**

1.1 Unless otherwise agreed in writing, the terms and conditions set forth below shall apply to the scope of services provided by translate that (hereinafter referred to as "translate that").

1.2 The ordering party (hereinafter referred to as the "Client") shall inform translate that of the intended use of the translation, i.e. if he/she requires the translation either

1.2.1 for informational purposes only,

1.2.2 for publishing and advertising,

1.2.3 for use in a legal context or in patent proceedings,

1.2.4 or for any other purpose requiring a specifically focussed translation of the texts.

1.3 The Client shall be permitted to use the translation exclusively for the specified purpose. If the Client uses the translation for a purpose other than that indicated in the order and confirmed and adhered to by translate that, the Client shall not be entitled to any claims for damages against translate that.

1.4 If the Client does not inform translate that of the purpose of the translation, translate that shall, to the best of its knowledge and skills, produce a translation for informational purposes (see also 1.2.1).

1.5 Unless otherwise agreed, translate that shall transmit the translations to the Client via e-mail.

1.6 translate that undertakes to deliver the translation in the same format as the electronically provided source text (MS Office - Word, Excel, PowerPoint, Access). In all other cases the translation shall be delivered as an MS Word file.

1.7 If the Client wishes the use of specific terminology for the translation, he/she has to inform translate that thereof and simultaneously provide the corresponding materials.

1.8 Responsibility for the correctness of the source text in terms of content and language shall rest with the Client.

1.9 translate that shall be entitled to subcontract the translation to equally qualified third parties. However, translate that shall in any case remain the sole contractor vis-à-vis the Client.

1.10 The Client shall be entitled to add translate that's name to the published translation only if the entire text was translated by translate that and no changes or modifications were made to the translation by the Client without translate that's prior approval.

### **2. Rates**

2. 1 The rates (prices) for translations are calculated in accordance with the rates (price lists) of translate that applicable to the individual types of the translations. Translations are charged on the basis of the number of standard lines of the translated text (target language).

1 standard line consists of 55 characters incl. punctuation and spaces as set forth in the guidelines of UNIVERSITAS (the Austrian association of translators and interpreters).

The minimum rate is also charged in accordance with the price list of translate that.

2.2 Unless otherwise agreed, the target text (translation into the target language) shall serve as the basis of price calculation.

2.3 Any cost estimate provided shall be binding only if submitted in writing (by e-mail, fax or postal service).

2.3.1 Other cost estimates shall only serve as a general indication and are not binding.

2.3.2 Although the cost estimate will be drawn up with utmost care and diligence, translate that disclaims any liability for its correctness. In the event that the cost estimate is exceeded by more than 15% after order placement, translate that undertakes to notify the Client thereof without delay. In the event of an unavoidable price increase of up to 15%, separate notice to the Client shall not be required and the increased costs can be invoiced as usual.

2.4 Cost estimates given without the source documents at hand shall only serve as a general indication and are not binding. Unless a new cost estimate is submitted by translate that, the Client shall be obliged to pay the actual costs of the translation in accordance with item 2.1 even if not notified as stipulated in item 2.3.2.

2.5 Unless otherwise agreed, changes or additions to the order can be charged at appropriate rates.

2.6 For proofreading jobs, the hourly rates in accordance with translate that's price list shall apply.

2.7 Appropriate extra charges may apply to rush and weekend jobs.

### **3. Delivery**

3.1 For the delivery schedule of the translation, the mutual written agreements shall be relevant. If the delivery date constitutes an integral part of the order accepted by translate that, the Client shall expressly inform translate that thereof in advance. In-time transmission of any materials within the agreed scope (e.g. source texts and any necessary background information) as well as compliance with the agreed payment terms and any other obligations shall be a prerequisite for meeting the delivery deadline. In the event that these prerequisites are not met, the delivery schedule will be extended accordingly.

3.2 In the event of non-compliance with the delivery schedule, the Client shall be entitled to terminate the contract only if the delivery schedule was expressly agreed upon as definite (see item 3.1, first paragraph) and the Client has complied with all provisions of item 3.1, second paragraph. The Client shall not be entitled to make claims for damages unless the damage was caused intentionally or grossly negligently.

3.3 Unless otherwise agreed, the translation shall be delivered by electronic mail.

3.4 Any risks associated with delivery (transmission) shall be borne by the Client.

3.5 Unless otherwise agreed, the materials provided by the Client shall remain with translate that upon completion of the translation. translate that is not obliged to store or otherwise treat these materials in a special way. However, translate that undertakes to protect them from any use contrary to the contract terms.

### **4. Force majeure**

4.1 In the event of force majeure, translate that undertakes to notify the Client without delay. In such case both the Client and translate that shall be entitled to terminate the contract. However, the Client shall reimburse translate that for any expenses incurred and services provided before the occurrence of force majeure.

4.2 Force majeure includes without limitation the following events:

Labour disputes, acts of war, civil war, the occurrence of unforeseeable events that substantially affect translate that in carrying out the order according to the previous mutual agreements.

### **5. Liability for defects (Warranty)**

5.1 The Client undertakes to lodge a formal complaint concerning the quality of a translation with translate that within four weeks after delivery of the translation. The complaints have to be sufficiently explained in writing and contain evidence.

5.2 The Client shall grant translate that an appropriate period and opportunity to rectify these defects. If the Client refuses to grant translate that reasonable time and opportunity, translate that shall no longer be liable for such defects. If the defects are remedied within said appropriate period by translate that, the Client shall not be entitled to any price reductions.

5.3 In the event that translate that does not remedy the defect within the applicable period, the Client shall be entitled to terminate the contract or require a price reduction. In the case of minor defects, the Client shall not be entitled to contract termination or price reduction.

5.4 Warranty claims shall not entitle the Client to withhold or set off any agreed payments.

5.5 In the case of translations used for printing, liability for defects shall only be applicable if the Client has expressly informed translate that of his/her intent to publish the text and if the galley proof (author's proof) of the final text version is submitted to translate that for proofreading. In this case, the Client shall pay an appropriate reimbursement for proofreading or an appropriate hourly rate to be charged and invoiced by translate that.

5.6 translate that disclaims any and all liability for defects in relation to hardly readable, illegible or incomprehensible source material. The same applies to reviews of translations according to item 5.5.

5.7 Stylistic improvements and adaptations to specific terminologies (particularly to industry-specific and corporate language terms) etc. shall not be acknowledged as translation defects.

5.8 translate that disclaims any and all defect liability for abbreviations and acronyms specific to the order that were not submitted or explained upon order placement.

5.9 translate that shall not assume any responsibility for the correct transcription of names and addresses if the source material is not written in Latin letters. The same applies to illegible names and numbers in birth certificates and similar documents.

5.10 Numbers are only inserted in the translation in accordance with the source text (manuscript). translate that disclaims any and all liability for the conversion of numbers, measurements, currencies etc.

5.11 Unless manuscripts, original documents etc provided by the Client are returned to the Client at delivery of the translation, translate that shall be liable for storing and keeping them for a period of four weeks upon order completion in accordance with the Austrian Civil Code. There is no insurance obligation. For returning the documents, the provisions of item 3.5 shall apply analogously.

5.12 translate that disclaims any and all liability for the provision of translators or interpreters unless damage is caused intentionally or grossly negligently in the selection process.

5.13 translate that disclaims any and all liability for proofreading services unless the source text is provided.

5.14 If translations are transmitted by data transfer (via e-mail etc.) translate that cannot be held liable for any deficiencies or impairments caused in the transmission (e.g. virus transmittal, violation of secrecy obligations) unless in the case of major fault of translate that.

## **6. Damages**

6.1 Any and all claims to damages against translate that shall be limited to the (net) amount invoiced unless the law expressly provides otherwise. Grossly negligently or intentionally caused damage shall be exempt from the above stipulation. There is no liability for loss of income or consequential damage.

## **7. Payment**

7.1 Unless otherwise agreed, payment shall be effected without deduction within 14 days after the date of the invoice. translate that shall be entitled to demand an appropriate payment on account. Private persons and Clients not resident in Austria may be required to pay the full order amount in advance.

7.2 In the event of default in payment, translate that shall be entitled to retain materials provided by the Client for the order (e.g. manuscripts to be translated). translate that shall charge the Client statutory interest in arrears at a rate of 8% above the Austrian central bank's (OeNB) base rate (interest rate ) in the event of default in payment.

7.3 In the event of non-compliance with the terms of payment agreed between the Client and translate that, the latter shall be granted the option to discontinue translation services until the Client meets his/her payment obligations. The same applies to orders

for which a definite delivery schedule was agreed (see item 3.1). If the value of the unsettled payment is grossly disproportionate compared to the value of the material provided, retention of the material shall only be allowed up to the value of the unsettled payment. Discontinuance of translation services shall not provide the Client with any legal claims, nor shall it prejudice translate that in its rights in any way.

#### **8. Secrecy**

translate that shall be obliged to secrecy and take the necessary precautions to ensure the confidentiality of any sub-contractors. However, translate that shall not be liable for non-compliance with the confidentiality clause of any sub-contractor except in the event of major fault in selecting the specific sub-contractor.

#### **9. Place of jurisdiction**

The place of performance of any contractual relationships subject to these General Terms and Conditions shall be Vienna. The parties agree that these General Terms and Conditions shall be governed by Austrian law. Any disputes arising from or in connection with them shall be submitted to the jurisdiction of the competent court in Vienna.

#### **10. Severability**

Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof or the validity of these Terms and Conditions as a whole shall in no way be affected.

#### **11. Language**

The English version of the Terms and Conditions of translate that shall serve for informational purposes only. The German version is legally binding.

Vienna, in January 2008

translate that

Mag. Stefanie Göstl  
Mag. Senta Movssissian-Knor  
Claudia Noitz  
Mag. Heide Maria Scheidl