

## General Terms and Conditions (GTCs)

### I. Scope of application and designation

Unless expressly provided otherwise, the present General Terms and Conditions (GTCs) shall apply to any and all business transactions between Interlingua and its clients.

Upon placing the order, the client acknowledges the GTCs and they shall be applicable to all present and future business relationships with the clients, even if Interlingua does not make reference to these GTCs upon acceptance of individual orders again. General Terms and Conditions of the client shall not be binding upon Interlingua, unless they have been expressly acknowledged.

Any references in the present GTCs to individuals of the male sex shall also include individuals of the female sex and vice versa.

### II. Offer and conclusion of the contract

As long as Interlingua has not yet had a chance to assess the contents of all of the texts to be translated and/or to be edited, any offers, including any information on prices and/or delivery periods stated therein, shall be non-binding and may be revoked or amended at any time.

The contract shall be deemed to have been entered into as soon as the client accepts Interlingua's offer orally or in writing or as soon as Interlingua confirms an order by the client in writing.

The absence of any such confirmation shall not affect the fact that the contract has come into force.

As a general rule, Interlingua deems that the client is the natural or legal person that places an order for a translation. If such person itself acts by order, in the name of another and/or for the account of a third party, Interlingua must be informed of this fact prior to the conclusion of the contract and the name and the address of such third party must be disclosed.

If Interlingua sincerely doubts that the client will be able to meet its payment obligations, Interlingua shall be authorised to demand complementary security.

### III. Execution of orders and confidentiality

Interlingua undertakes to ensure to the client that the translation orders will be executed with competence and to the best of our knowledge and ability.

Interlingua shall be authorised to use the services of self-employed and qualified translators for the execution of orders.

For the purpose of ensuring a high quality standard, the client shall be obliged to provide Interlingua with the

necessary information on the text to be translated, e.g. specific terminology. In addition, the client shall inform Interlingua in advance on the intended use of the translated text and, if applicable, on the country in which the translated text is intended to be used.

Interlingua and the translators whose services it uses shall be bound to confidentiality and any and all information and data made available by the client shall be treated as strictly confidential. The obligation of confidentiality covers not only the content to be translated but also any and all information and data that Interlingua and/or the translators receive from the client. Interlingua, however, may not be held liable for any violation of the obligation of confidentiality by any third parties.

For data and information protection purposes, Interlingua shall take appropriate technical and organisational measures.

The obligation of confidentiality shall survive the end of the business relationship.

### IV. Delivery periods

Delivery periods shall be communicated and complied with to the best of our knowledge and belief. Unless agreed otherwise between Interlingua and the client, they shall merely represent target dates which are not binding. If it becomes clear that no delivery is possible at the communicated target date, the client shall be informed thereof immediately.

If the client has no interest in, or finds no use for, a late delivery, he/she/it shall be obliged to expressly state this in advance. Any liability for consequential damage in the event of non-compliance with the delivery date shall also be excluded in these cases.

In connection with the execution by Interlingua of the order placed by the client, the latter shall be obliged to enable Interlingua to make a timely delivery.

Delivery shall be deemed to have been effected upon dispatch by Interlingua in the contractually agreed manner or, failing any such agreement, by electronic mail, post, fax or courier.

### V. Modification or withdrawal from the contract

If, after the contract has been concluded, the client wants Interlingua to make any modifications or additions to such contract which, at the discretion of Interlingua, are not of an insignificant nature, Interlingua shall retain the right to make adjustments to the delivery period and/or the fees, or to deny the desired modifications.

Any modifications, following the conclusion of the contract, with regard to the agreed terms and conditions of the order shall be accepted and confirmed by Interlingua in writing to become effective.

If, after having concluded the contract, the client cancels an order he/she/it has already placed, the client shall be obliged to pay for the services already provided. Interlingua will make any work done up until that time available to the client.

#### **VI. Terms of payment and rates**

Unless agreed otherwise, the basis for the calculation of the fees shall be the per-line rate as applicable upon the conclusion of the contract and as listed in the rate list in CHF. The rate list may be obtained on request. The counted standard lines (52 characters including spaces and punctuation marks) of the translated text shall form the basis of the calculation of the text. Unless expressly indicated otherwise, any rate mentioned above shall be exclusive of VAT.

A surcharge may be added for texts which are particularly work-intensive or technical. A surcharge may also be added for the translation of handwritten text, poorly legible copies or hardly editable data formats.

Express orders which can only be executed following the postponement of placed orders or by weekend work or night work shall be subject to an appropriate surcharge. The client shall be informed of such surcharge prior to the execution of the order.

The payment term shall be 30 days from the date of invoice. Unless agreed otherwise, the invoice shall be sent to the client by electronic mail or post. As a general rule, the payment term for private individuals shall be cash in advance, cash on delivery or payment on pick-up. If it has been agreed that the client picks up the translation from our office, the payment period shall start to run from the date on which Interlingua has made the document available. Interlingua shall be authorised to retain the documents of the order until full payment has been made.

In the event of late payment, the client shall be bound to pay the legal interest as well as any reminder fees. Collection costs (if any) shall also be borne by the client.

#### **VII. Defects and rectification**

Any defects shall be specified and reported by the client to Interlingua in writing immediately, but no later than within ten days from delivery. If the client has not reported any defects after the expiration of such ten-

day period, the client shall be deemed to have accepted delivery in full.

In the event that defects are reported, Interlingua shall be granted an appropriate amount of time to review and, if applicable, rectify the defects. Interlingua will review the points brought forward and inform the client of the outcome of the review in writing. If Interlingua deems that the reported defects are justified in whole or in part, Interlingua will make the necessary corrections at no charge. If the defect is rectified within a reasonable period of time, the client shall have no right to a price reduction. The report of a defect shall not release the client from his/her/its payment obligation.

Elements of style such as a change in the word order, alternative spelling, the use of synonyms or the use of terminology inconsistent with in-house terminology or industry words may not be reported as a defect. Ambiguous sections of the source text which have not been translated in line with the interpretation expected by the client shall not represent a defect. Defects which result from faulty, incomplete or hardly legible source texts shall not be reportable.

#### **VIII. Liability**

The client may not hold Interlingua liable for any damage unless such damage is a direct consequence of an inadequate translation. Any such liability shall be limited to cases of gross negligence and wilful intent. Interlingua shall not accept any liability for any damage resulting from slight negligence. There shall be no liability for indirect damage, loss of profit, consequential damage, financial loss, delay damage, damage resulting from third-party claims or for the loss of data or data storage media.

There shall be no liability whatsoever for damage resulting from faulty, incomplete or hardly legible source texts. The liability of Interlingua shall in any event be limited to the amount invoiced to the client exclusive of VAT.

The client shall bear the risk of any adverse consequences, including physical injury and economic loss, resulting from the use of the texts translated by Interlingua. The client is expected to review the correctness of essential components of any translation delivered by Interlingua, including monetary amounts, numbers and medical terminology, because even though Interlingua delivers translations to the best of its knowledge and belief, omissions or mistakes can in no event be excluded.

Translations destined for printing must be indicated and ordered as translations intended for printing. Even in the event of serious mistakes, no adequate reimbursement of costs may be made unless Interlingua has carried out a review of the final version (ready for printing). In any event, the intended use of the translation shall be communicated for any translation order.

The use of electronic means of communication shall be made on the basis of state-of-the-art technology. Unless Interlingua has acted in a grossly negligent manner, Interlingua will, however, not be able to accept any guarantee for the secure transmission or the integrity of the data.

The client shall exonerate Interlingua from any and all claims asserted by third parties in connection with any alleged violation of ownership, patent, copyright or intellectual property rights.

**IX. Extraordinary circumstances (force majeure)**

If, as a result of extraordinary circumstances (force majeure) which are beyond the control of Interlingua, the latter is unable to provide its services as set forth in the contract, Interlingua shall have the right to withdraw from the contract. In this event, Interlingua shall not be liable for damages. Extraordinary circumstances shall be deemed to include, but not be limited to, fire and other natural disasters, accident, strike, uprising, war, transport obstructions as well as governmental or administrative measures. In the event of force majeure, the client may withdraw from the contract. Any services provided up to then shall be paid by the client in accordance with the agreed rates.

**X. Copyright**

Unless expressly agreed otherwise, Interlingua shall retain the copyright in respect of the texts created by the translators and in respect of any translation memories and terminology databases. If the text is published with publishing details, Interlingua must be mentioned as the creator of the translated text and it must receive a final print version for review in advance.

**XI. Effectiveness**

If any or several provisions set forth in the present GTCs become ineffective or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The ineffective or unenforceable provision shall be replaced by an effective or enforceable provision which is as close as possible to the ineffective

or unenforceable provision in terms of its content or purpose.

**XII. Defence clause**

The present General Terms and Conditions shall apply exclusively; any departures from, conflicts with or additions to the General Terms and Conditions shall not become part of the contract unless and until Interlingua has given its express consent to their applicability in writing. This consent requirement shall also apply in the event that Interlingua accepts the client's performance unconditionally and has knowledge of the client's general terms and conditions.

**XIII. Applicable law and place of jurisdiction**

The present agreement shall be governed by Liechtenstein law. The exclusive place of jurisdiction shall be Vaduz.