

General Terms and Conditions (GTCs) for interpreting orders

I. Scope of application and designation

Unless expressly provided otherwise, the present General Terms and Conditions (GTCs) shall apply to any and all interpreting orders placed with Interlingua by its clients. The use of court interpreters shall not be governed by the present General Terms and Conditions. This shall be subject to separate regulations.

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 again to these GTCs upon acceptance of individual orders. 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.

II. Offer and conclusion of the contract

As long as Interlingua has no knowledge of the full extent of the interpreting activity, any offers, including the prices 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 the offer by Interlingua 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.

III. Execution of interpreting orders and confidentiality

The activity of interpreters comprises the interpretation of oral information to the best of their knowledge and belief. In this context, their activity relates exclusively to the time period set forth in the programme and does not include any events which are not expressly mentioned in the order confirmation. The activity requires conscientious preparation and any such preparation shall thus be included in the fees. Written translations, however, shall not be part of the activity and must be agreed with Interlingua separately.

The daily working hours of a team of interpreters shall amount to a maximum of six (6) working hours. If it is to be expected that these working hours will be exceeded, it is mandatory that this be mentioned when the order is

placed. In such an event, the team of interpreters shall be enlarged or, alternatively, any exceeding working hours shall be compensated on an hourly basis. In this context, an hour that has begun shall be invoiced in full. The use of further persons shall require the client's prior consent.

Interlingua and the interpreters 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 interpreted but also any and all information and data that Interlingua and/or the interpreters 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. Preparation, obligation of the client to collaborate and inform

Upon placement of the order, the client undertakes to provide Interlingua with accurate information on the spoken or interpreted language. The requirement of special technical knowledge must also be communicated in advance.

In light of the fact that the quality of an interpreter's performance is heavily dependent on his or her preparation, the client undertakes to provide Interlingua with any and all required documents (presentations, speaker notes, event programme, videos, etc.) no later than three (3) days prior to the start of the event. If it is intended that a text be read out loud during the event, the client shall ensure that the interpreters receive a copy thereof in advance. If films are presented during the session, the sound thereof shall not be interpreted, unless the interpreters have received the script in advance, the commentary is spoken at a normal pace and the sound of the film is transmitted directly to the headphones.

The client shall be responsible for the provision of the necessary technical infrastructure (interpreting equipment, booth, receiver). In this context, the requirements in respect of permanent and mobile booths pursuant to ISO standards 2603 and 4043 shall apply. If these standards are not met and the head interpreter feels that the quality of the booths and the technical equipment as well as its operation make it impossible for

the team of interpreters to perform in a satisfactory manner or that they constitute a risk to the interpreters' health, the team shall be relieved from any simultaneous interpreting duties until the defect has been rectified.

V. Copyright

The product of the interpreter's performance shall be intended for immediate listening exclusively; without the prior consent of Interlingua, no recording by listeners or any other person and no transmission shall be permissible. The interpreter's copyrights shall remain reserved. Express reference is made to the provisions set forth in the Copyright Act, the Revised Bern Convention and the World Copyright Convention.

VI. Fees

Unless agreed otherwise, interpreter services shall be invoiced using daily rates. In addition, travel expenses and loss of time due to travel to and from the relevant location may be invoiced as well. 50% of the daily rates shall be charged for days on which the interpreter must spend time but does not interpret (travel days, days not worked). It is expressly stipulated, however, that this rule shall not cover any cancellations at short notice.

Fees, costs of transportation and accommodation as well as the amount of expenses (if any) shall be agreed between Interlingua and the client by mutual consent. In this context, the travel conditions shall be agreed in such a manner that they shall not pose any risk to the interpreter's health or to the quality of the services to be provided after travel.

VII. Withdrawal from the contract

In the event that the client cancels an order, Interlingua shall be entitled to cancellation fees. Such fees shall amount to:

- 30% of the agreed fees in the event of withdrawal up to 30 days prior to the start of the agreed services,
- 50% of the agreed fees in the event of withdrawal up to 15 days prior to the start of the agreed services,
- 100% of the agreed fees in the event of withdrawal 14 days or less prior to the start of the contractual services.

If, by any chance, Interlingua had the opportunity to accept another order, instead of the cancelled event, with the same volume, the remuneration paid therefor shall be deducted from the cancellation fees.

In the event of withdrawal, regardless of the time period involved, any and all services already provided and

expenses already incurred by Interlingua (e.g. airline tickets, hotel reservations, etc.) shall be paid by the client.

VIII. Defects

Any defects with regard to the services provided shall be reported to Interlingua immediately. If proof has been provided to the effect that the services of the interpreter concerned are of no use, the liability of Interlingua shall be limited to the agreed fees of the order.

No liability shall be accepted in cases in which the quality of the source language (e.g. strong accents, dialects, insufficient volume level or incorrect handling of the microphone) or the technical equipment was insufficient. Nor shall any liability be assumed in cases in which the documents necessary for preparation purposes have not been provided at least three (3) days prior to the start of the event. This shall apply in particular to texts read from the sheet as well as audio and video recordings.

IX. Exclusivity

The contract on the provision of the interpreting service has been entered into between Interlingua and the client. Prior to, during and after an event, Interlingua is thus the sole point of contact for the client. The interpreters shall be contractually prohibited from offering their services directly to the client or from handing over any data (e.g. business cards) to the client for subsequent contact purposes. In such an event, the client agrees to inform Interlingua thereof.

X. 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.

XI. Replacement

In the event that an interpreter is prevented from fulfilling the agreement, Interlingua shall ensure that

such interpreter is replaced by a qualified colleague on the same conditions.

XII. 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.

XIII. Applicable law

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