

## GENERAL TERMS AND CONDITIONS (GTCS) FOR LANGUAGE SERVICES - LAST UPDATE 2021

### 1. SCOPE OF SERVICE

1.1 These General Terms and Conditions (hereinafter “GTCS”) shall apply to all current and future transactions between a client (“the Client”) and the company MDPwords (“the Linguist”), which offers the services in 1.2, unless otherwise expressly agreed on an individual basis.

1.2 The Linguist offers the following services to the Client: translation, interpretation (consecutive and simultaneous), project management as well planning and performing any additional services.

1.3 The Linguist will ensure that all services the Linguist has been tasked with are carried out using reasonable skill and care. Such services shall be performed in line with the principles of cost effectiveness.

1.4 Prior to making an offer to engage the services of the Linguist, the Client shall inform the Linguist of the intended purpose of the text to be translated, e.g.

- 1.4.1 whether it is intended for a particular target country
- 1.4.2 for the Client’s own information,
- 1.4.3 for publication and advertising,
- 1.4.4 for legal purposes or patent proceedings,
- 1.4.5 or for any other purpose for which a particular translation of such text by the Linguist is of importance.

1.5 The Client may use the translated text only for the stated purpose. In the event that the Client uses such text for a purpose other than that agreed upon with the Linguist, the Client shall have no claims for damages against the Linguist.

1.6 Unless otherwise agreed, all translated texts will be delivered electronically.

1.7 If the Client desires the use of a particular technology, the Client must inform the Linguist of this when submitting the text to be translated to the Linguist.

1.8 The Client is solely responsible for the technical and linguistic accuracy of the text to be translated.

1.9 The Linguist has the right to engage subcontractors with equivalent qualifications. In this case, the Linguist remains the party to the contract with the Client.

1.10 The Linguist’s name may be added to the published text only if the entire text has been translated by the Linguist and if no changes have been made to the translated text.

1.11 Unless otherwise agreed, the rules of ÖNORM EN 15038 shall apply to formal criteria.

### 2. PRICES, ADDITIONAL CONDITIONS FOR INVOICING

2.1 The prices of translations are determined by the Linguist’s fees (price lists), which are only applicable to the type of translation requested.

2.2 Fees shall be calculated based on the mutually agreed basis (e.g. target text, source text, an hourly rate, per standard line, per word).

2.3 Any quotations submitted to the Client by the Linguist shall be binding only if they are made in writing and have been compiled on the basis of the texts to be translated. All other quotations are non-binding and serve as a general guideline. The quotation will be made to the best of the Linguist’s ability. However, the Linguist shall not be liable for its accuracy. If the cost of the service increases by more than 15% after placing the order, the Linguist shall inform the Client immediately. If there are unavoidable cost increases of up to 15%, a separate agreement is not required and the Linguist can invoice the Client without prior notification.

2.4 Unless otherwise agreed, changes to the service to be performed or additional services in connection therewith can be invoiced at appropriate prices.

2.5 All claims and ancillary claims shall be value adjusted according to the monthly consumer price index published by Statistics Austria, or an index replacing such index. All value adjustments shall be based on the index figure applicable for the month in which the contract for services has been concluded. Fluctuations in the index up to and including 2.5% shall not be taken into account. This margin shall be recalculated each time the index increases or decreases beyond this range, it being understood that the first index figure outside of this range shall be used for the recalculation of the claim amount and for the stipulation of the new fluctuation margin. Wage or salary increases stipulated by the official Austrian collective bargaining agreements shall entitle the Linguist to adjust his prices after the order has been placed.

2.6 Unless otherwise agreed on an individual basis, the Linguist may charge an appropriate fee for reviewing translations by another linguist.

2.7 Appropriate surcharges, to be agreed upon accordingly, may be applied for express or weekend service.

### 3. DELIVERY

3.1 The delivery deadline for the completion of the translation shall be based upon the agreement between the Client and the Linguist. If the delivery deadline is an integral part of the order accepted by the Linguist, the Client must explicitly specify this in advance. The prerequisite for compliance with the delivery deadline is the timely receipt of all documents to be supplied by the Client within the specified scope of the assignment (e.g. source texts and all necessary background information), as well as compliance with the agreed terms of payment and other obligations. If these requirements are not met in time, the delivery deadline will be extended by the amount of additional time required to provide the Linguist with such documents. It is at the discretion of the Linguist to determine whether the agreed deadline can be met despite the untimely delivery of such documents by the Client.

3.2 The risks associated with delivery (transmission) shall be borne by the Client.

3.3 Unless otherwise agreed, the documents provided to the Linguist by the Client will remain with the Linguist after completion of the translation. The Linguist shall ensure that such documents are stored carefully, so that no unauthorized person has access to them; the Linguist shall ensure no breach of confidentiality occurs and that such documents cannot be used in a manner that breaches the contract.

### 4. FORCE MAJEURE

4.1 In the event of force majeure, the Linguist must notify the Client immediately. Force majeure shall entitle either the Linguist or the Client to withdraw from the contract. However, the Client must indemnify the Linguist for expenses incurred or, as the case may be, services rendered in connection with the assignment.

4.2 Events of force majeure include, but are not limited to, the following: industrial disputes; acts of war; civil war; the occurrence of unforeseeable events that demonstrably impair the ability of the Linguist to perform the Linguist's obligations toward the Client.

### 5. LIMITATION OF LIABILITY

5.1 The Client shall promptly submit in writing a clear, substantiated statement specifying any and all defects (notices of defects).

5.2 The Client shall grant the Linguist a sufficient period of time to correct such defects. If the Linguist corrects the defects within the period of time agreed upon with the Client, the Client is not entitled to a fee reduction.

5.3 If the Linguist allows such period of time to elapse without correcting the defects, the Client may withdraw from the contract or demand a reduction of the fee. The Client may not withdraw from the contract when such defects are deemed minor defects.

5.4 Warranty claims do not entitle the Client to withhold the entire amount of agreed payments; only an appropriate percentage of the invoice amount may be withheld. In this case, the Client shall also forgo the option of offsetting other obligations.

5.5 For texts that are intended for use for printed material, the Linguist shall be liable for defects only if the Client expressly announces in writing that the Client intends to publish the text, the Linguist receives all corrected versions (author's corrections) and no changes have been made to the version of the text submitted to the Linguist for translation. In this case, the Linguist shall be entitled to appropriate compensation.

5.6 The Linguist shall not be responsible for the translation of documents that are difficult to decipher or illegible. This is also true of reviews of translations.

5.7 Stylistic changes or terminological adjustments (especially those with respect to terms specific to a particular industry or company) shall not be deemed defects.

5.8 The Linguist shall not be liable for defects with regard to the use of abbreviations that were not specified or defined by the Client when placing the order.

5.9 The Linguist shall not be liable for the correct reproduction of names and addresses of originals that are not in Latin script. In such cases, the Client shall indicate the spelling of names and proper names on a separate sheet of paper in Latin block letters.

5.10 All figures are only reproduced according to the text submitted by the Client. The Client shall be liable for the conversion of numbers, measurements, currencies and the like.

5.11 The Linguist shall be liable for all manuscripts and original texts provided by the Client, if these are not returned to the Client together with the translation, as a depositary within the meaning of the Austrian Civil Code for a period of four weeks following completion of the order. No insurance obligation shall apply. Item 3.3 shall apply by analogy to the return of such manuscripts and texts.

5.12 When transmitting target texts by means of data transfer (e.g. e-mail), the Linguist shall use the latest technology available to transmit such texts. The Linguist shall not be liable for resulting defects and damages (such as virus transmission, breach of confidentiality obligations, data corruption), except in cases of gross negligence.

## 6. DAMAGES

6.1 All claims for damages against the Linguist shall be limited to the amount of the invoice (net), unless otherwise required by law. This limitation does not apply to cases in which the damages arose as a result of intentional misconduct or gross negligence, nor does it apply to personal injuries. The Linguist shall not be liable for lost profits or consequential damages.

6.2 Claims for damages for financial losses are limited to the amount that the Linguist's liability insurance replaces in a specific case.

6.3 The Linguist shall ensure that all subcontractors (see 1.9) maintain confidentiality of the content of translations. The Linguist shall not be liable for the non-compliance with this obligation by a subcontractor.

## 7. RETENTION OF TITLE

7.1 The Linguist shall retain title to the documents delivered to the Client in connection with the order until payment in full by the Client of all outstanding amounts owed to the Linguist.

7.2 All material which is not part of the contract, such as parallel texts, software, brochures, catalogs and reports, as well as all material which incurs costs, e.g. literature or teaching materials, shall remain the intellectual property of the Linguist and shall be protected by applicable law.

7.3 All duplication and reproduction of such material requires authorization from the Linguist.

7.4 Unless otherwise agreed, translation memories created during the course of one or more orders remain the property of the Linguist..

7.5 Unless otherwise agreed, translation memories provided by the Client remain the property of the Client.

## 8. COPYRIGHT

8.1 The Linguist shall not be obliged to verify whether the Client has the right to translate or, as the case may be, commission the translation of the source texts. The Client gives express assurance that the Client holds such rights.

8.2 The Client shall state the intended purpose of the copyrighted translations. The Client shall acquire only those rights which correspond to the intended purpose, as specified by the Client, of such translation.

8.3 The Client undertakes to indemnify and hold the Linguist harmless from all claims made by third parties for infringements of copyright, related rights, other industrial property rights or privacy rights. This shall also apply if the Client does not state an intended purpose or, as the case may be, if the Client uses the translation for a purpose other than the intended purpose specified by the Client. The Linguist shall immediately notify the Client of such claims and shall notify the Client of the dispute in case of court proceedings. If the Client fails to join the proceedings as a joined defendant, the Linguist shall be entitled to acknowledge the plaintiff's claim and to demand compensation from the Client without regard to the legal basis of the acknowledged claim.

## 9. PAYMENT

9.1 Unless otherwise agreed, the payment must be made in full, upon delivery of the translation and submission of the invoice, no later than 14 days following receipt of the invoice in the currency specified by the Linguist. Any currency conversion charges and wire transfer fees shall be borne by the Client. If the Client has agreed to collect the translation in person, and the Client fails to collect such translation in a timely manner, the Client's obligation to make such payment shall begin on the date agreed upon with the Linguist for the delivery of such translation.

9.2 The Linguist shall have the right to require an advance payment totaling 30% of the total quoted fees. Natural persons and clients not domiciled in Austria may be required to pay the total quoted fees in advance.

9.3 In the event of a late payment, the Linguist is shall be entitled to withhold the documents provided for fulfillment of the requested service (e.g. documents to be translated). In the event of a late payment, default interest shall be invoiced at an appropriate rate.

9.4 In the event of non-compliance with the terms of payment agreed upon between the Client and the Linguist, the Linguist shall be entitled to cease work on the orders the Client has placed with him until the Client has paid the amounts due in full. This also applies to orders for which a specific delivery deadline has been set (see 3.1). In the event that the Linguist ceases to work on such orders, the Client shall not be entitled to any claims whatsoever, nor will the rights of the Linguists be affected in any way whatsoever.

#### 10. CONFIDENTIALITY

The Linguist shall preserve confidentiality. He shall ensure that all subcontractors engaged by him preserve such confidentiality.

#### 11. SEVERABILITY CLAUSE

If any provision of these GTCs is deemed to be invalid, illegal or unenforceable, it shall not affect the enforceability of any other provisions of the contract. If any clause is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to replace such invalid, illegal or unenforceable clause with a valid, legal and enforceable clause the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable clause.

#### 12. WRITTEN FORM

All changes and additions to these GTCs as well as other agreements between the Client and the Linguist must be made in writing.

#### 13. APPLICABLE LAW AND JURISDICTION

The place of performance for all contracts subject to these GTCs shall be the Linguist's registered domicile. For all disputes arising in connection with these GTCs, such disputes shall be settled in the court of general jurisdiction of the Linguist's domicile. Austrian substantive law shall apply, under exclusion of its reference provisions and the UN Convention on Contracts for the International Sale of Goods.