

General Terms and Conditions
for translation and language services
provided by Daniela Maizner
Version: May 2018

1. Scope of Application

1.1 The present GTC shall regulate the content and completion of contracts between the contracting party (hereinafter: Client) and the contractor, Daniela Maizner (hereinafter: Translator).

1.2. The present GTC shall apply for all translation, editing and other language services provided by the Translator. Deviating and contradictory GTC of the Client are expressly disclaimed. x

2. Cooperation between Client and Translator

2.1 The Client shall provide the Translator with all the text material relevant to the order. Furthermore, the Client shall support the Translator - insofar as is possible and reasonable for the respective order - by providing relevant documents and information.

2.2 The client shall notify the Translator of the purpose for which the translation is intended when requesting a quotation. In particular, the Client is to inform the Translator

- if the translation or the edited text is intended to be used in a specific target country.
- if the translation or the edited text is used for informational purposes only.
- if the translation or the edited text will be published and/or used for promotional purposes.
- if the translation or the edited text will be used for legal purposes or patent proceedings.
- if the translation or the edited text will be used for any purpose that is relevant for the Translator to know in order to provide adequate service.

2.3 The Client shall, in advance, provide the Translator with a competent contact person that is available to answer questions about the project.

2.4 If necessary, the Translator is to clarify obvious errors in the source texts (e.g. conflicting information) with the Client. The Translator is also entitled to inform the Client about typos and other errors in the source text.

2.5 The Client shall be exclusively responsible for the technical and linguistic accuracy of the source text and the content that is to be translated. The Client shall be exclusively

responsible for the technical accuracy of the source text and the content that is to be edited. The Translator shall not be held responsible for any errors due to a lack of specification or linguistic or terminological inaccuracies in the source text etc.

2.6. Numbers shall be written as they appear in the source text only. The Client shall be exclusively responsible for the conversion of numbers, measures, currencies and the like.

2.7 For names and property names that are not written in Latin script, the Client is to provide the Latin notation in a separate document.

3. Offer, Assignment and Scope of Service

3.1 A quotation shall be considered as valid only if it is provided in writing (by post or by e-mail) and if the Translator has been provided with all the documents that are to be edited or translated. Any other quotation shall only be considered as an indicator of the final amount.

3.2. The quotation will be prepared to the best, specialized knowledge of the Translator, however, the Translator cannot assume any liability for its accuracy. Should a cost increase exceeding 15% of the original quotation arise once the quotation has been made, the Translator shall inform the Client without undue delay. In the event of an unavoidable cost increase of up to 15% of the original quotation, a separate notification is not necessary and these costs can be invoiced by the Translator without further notice.

3.3 The assignment of the order by the Client requires that the Translator receive all the text that is to be translated or edited and a written order confirmation by post or e-mail. In the absence of a written order confirmation, the Translator will not begin working on the assignment. A delay in providing a written order confirmation can, thus, lead to the previously agreed delivery deadlines being breached. The Translator shall not be held liable for breaching the agreement in this case.

3.4. The service shall comprise the respectively agreed services only. For any additional services or special requirements, a separate agreement is to be made.

3.5. Insofar as it is possible and does not require a disproportionately large expenditure, the original formatting of texts editable with current Microsoft Office programmes, will be retained.

3.6. The client may use the translation or the edited text for the specified purpose only. In the event that the Client uses the translation or the edited text for a purpose other than that for which it was ordered and delivered, the Client shall have no right whatsoever to claim indemnity from the Translator.

3.7 Without further notice, the Translator may assign orders to equally qualified subcontractors. In this case the Translator remains the client's exclusive language service provider and contractual partner.

4. Deadline, Delivery

4.1 The delivery date of the translation or the edited text is subject to the individual agreement between the Client and the Translator. As a primary requirement for such an agreement, the Client is to provide all the material that the assignment comprises in order for the Translator to be able to estimate the delivery deadline for the service. In the event that the delivery date is an integral part of the order and a delayed delivery is not possible for the Client, the Client shall make this expressly known in advance.

4.2 The client is required to promptly submit any documentation necessary within the agreed scope, provide a written order confirmation, and observe the stipulated terms of payment and other obligations as a precondition for adherence to the agreed delivery deadline and date, regardless of the service requested. If these preconditions are not met in good time, the delivery deadline shall be extended at least according to the length of the delay in providing the Translator with the required documentation and/or the written order confirmation. Any stipulated delivery deadline shall begin only upon receipt of the complete documentation by the Translator. In the case of a fixed deadline, it is up to the Translator to decide if it is still possible to meet the agreed deadline following the late receipt of the required documentation from the Client. If the the delivery deadline is not met, the Client shall be entitled to withdraw from the contract only in the case of a fixed deadline where all the above mentioned requirements have been fulfilled.

4.3 Unless expressly agreed otherwise, the delivery shall be dispatched by the Translator via e-mail.

4.4 Any risks arising from the delivery (transmission) of the translation or the edited text as, well as any other documents relevant to the assignment will be borne by the client.

4.5 Unless expressly agreed otherwise, all documentation and material supplied by the client shall remain with the Translator upon completing the order. The Translator shall store the documentation for a period of four weeks upon completing the order. After this period, the Translator is entitled, but not obliged, to destroy the documentation.

4.6. During the period of storage, the Translator shall be obliged to store the documentation safely, ensuring confidentiality and using it only for the purposes of the assignment. However, in the event of unauthorised access to the Client's personal information or documentation by a Third Party during the archiving process, the liability of the Translator shall be excluded.

5. Cancellation Policy

5.1 In the case of a cancellation of a translation assignment, the Translator shall be entitled to invoice all services provided up until the time of cancellation. Furthermore, the Client is to cover all costs which have arisen up to this point.

5.2 In the event that an assignment from a Third Party has been declined in order to fulfill the cancelled assignment, the Translator shall be entitled to invoice 100 % of the agreed price.

5.3. The assignment must be cancelled in writing.

6. Price

6.1. Prices are subject to the current version of the price list or individual agreements between the Client and the Translator.

6.2. Unless agreed otherwise, all prices are indicated in EURO.

6.3. The basis of the calculation shall be the agreed unit, such as standard lines, words, hourly rate etc.

6.4. Unless agreed otherwise, the Translator is entitled to invoice additional services or changes to the order at an appropriate price.

6.4.1 For express orders, or orders that are to be completed during night hours, on public holidays or weekends, a surcharge shall apply.

6.4.2 For overnight stays and use of public transportation, the corresponding costs shall be charged. For use of the Translator's car, the official kilometre rate will be charged. In the event of travel for the assignment, the Translator shall be entitled to charge a daily allowance.

7. Payment Conditions

7.1 Unless agreed otherwise, the invoice is to be paid without deduction within 10 days of the invoice date.

7.2 The Translator shall be entitled to ask for a reasonable payment on account in advance. Unless expressly agreed otherwise, the payment of the outstanding balance without deduction is due within 10 days of the invoice date.

7.3 In the event of a delayed payment, interest on arrears will be charged in accordance with the statutory regulations along with a dunning fee of €40.00. In the event of a delayed payment, the Translator is also entitled to withhold documents related to the order.

7.4. In the case of an instalment plan, a delayed payment entitles the Translator to stop working on the Client's current assignments without any legal consequences for her and without prejudice to any of her rights, until the Client is able to meet his payment obligations. This shall also apply in the case of a fixed deadline.

8. Force Majeure

8.1 The Translator shall inform the Client, if possible, without undue delay about the inability to fulfil the assignment due to force majeure. Force majeure entitles both the Translator and the Client to cancel the agreement. However, the Client shall indemnify the Translator for any expenses incurred and services rendered.

8.2. The following, in particular, shall be regarded as an event of force majeure: labour conflicts; acts of war; civil war; improper function of administration and/or the legal system; interruption or failure of communication systems; exceptional and for the Translator unforeseeable events that prevent the Translator from fulfilling the assignment according to the agreement.

9. Warranty and Compensation

9.1 Any alleged shortcomings must be adequately explained and proven in writing by the Client (error list). The Client shall inform the Translator about obvious shortcomings in the translation or the edited text within one week from receipt of service. The absolute accuracy cannot be guaranteed, neither for translations nor for editing assignments. For editing assignments, the service shall not be deemed defective, if the amount of mistakes in the text is negligible.

9.2 The Client shall confer with the Translator and grant the Translator a reasonable period of time to remedy any shortcomings. This time period shall begin with the receipt of all documents that are to be corrected by the Translator. If the shortcomings are eliminated by the Translator within a reasonable period of time, the Client shall not be entitled to any price reduction or cancellation of the contract.

9.3 If the Translator refuses a correction, the set time period elapses without any result, or a correction would involve a considerable inconvenience for the Client, the Client is entitled to cancel the agreement or demand a price reduction. In the event of negligible errors, the Client shall not be entitled to cancel the contract (section 932, para. 4 Austrian Civil Code).

9.4 Warranty claims do not entitle the Client to withhold payment in full, but only a reasonable part of the total sum. Nor may the Client offset warranty claims against payments due to the Translator.

9.5 For translations and edited texts used for printed works, the liability of the Translator for any shortcomings shall only apply if the contract expressly states in writing that the translation and/or edited texts are to be published, and if the Translator is provided with the galley proofs and no more changes have been made following the proofreading.

9.6 The Translator shall not assume any liability for damages or adverse consequences for the Client or Third Parties that arise from any inaccuracies of the provided texts. The accuracy of the content and text provided is the sole responsibility of the Client.

9.7 The Translator shall not assume liability for any shortcomings that arise from the translation and/or the editing of texts that are difficult to read, illegible or incomprehensible; from assignment-specific abbreviations not indicated or explained by the Client at the time of the order; from stylistic improvements or adjustments of specific terminology (in particular, client- or field-specific terminology); or from the reproduction of names and addresses that are not provided in Latin Script. In the above mentioned cases, should the deadline not be met, the assignment will not be considered delayed. This shall also apply to the proofreading of translations provided by a Third Parties.

9.8 The Translator shall, in accordance with the Austrian Civil Code, assume liability as trustee for the documents provided for the assignment, insofar as they have not been returned to the Client, and for a maximum period of four weeks upon completing the order. There is no obligation for the Client/Translator to take out insurance in this respect.

9.9 Due to the technological implications, the Translator accepts no liability for errors and impairments incurred during the transfer of data (i.e. transfer of viruses, violation of secrecy, corruption of files, data loss, corruption of hardware etc.) unless there has been gross negligence on the Translator's part.

9.10 Unless otherwise stated by law, all compensation claims against the Translator, including those for consequential damage, are limited to the amount stated in the invoice (net total), unless loss or prejudice was caused by gross negligence or wilful misconduct, or for personal injury in accordance with the Austrian Product Liability Law.

9.11 In the event that the Client uses the translation or the edited text for a purpose other than that for which it was ordered and delivered, the Client shall have no right whatsoever to claim compensation from the Translator.

9.12 To consumers, the statutory regulations for warranty apply.

10. Retention of Title and Copyright

10.1 All documents submitted to the Translator in connection with the order shall remain the property of the Translator until all sums due for an assignment are paid in full.

10.2 Any kind of document not included in the assignment, such as translation memories, glossaries, scripts etc. that have been created by the Translator, shall remain the intellectual property of the Translator. Further use, transmission and reproduction of such documents may only occur with the approval of the Translator. Providing the Client with requested translation memories, glossaries and other documents is an additional service and subject to compensation.

10.3 The Client shall guarantee that he is the rightsholder of the source text and is entitled to commission the translation or proofreading of the text. The Translator shall not be held responsible for the violation of copyright.

10.4 The client is obliged to indemnify the Translator against any claims made by Third Parties arising from the infringement of copyright, ancillary copyright, other commercial proprietary rights or rights to the protection of privacy. This shall apply also if the Client failed to indicate the purpose of use, or used the text for a purpose other than that for which it was ordered and delivered. The Translator shall immediately notify the Client of such claims and summon him to appear as a Third Party in the event of legal proceedings. If the Client fails to enter the court proceedings as a party joined with the Translator, the Translator may acknowledge the plaintiff's claim and be indemnified by the Client without regard to the lawfulness of the acknowledged claim.

10.5 The Translator shall remain the author of the translation and is therefore entitled to be named as the author of the translation upon her request. Upon full payment of the agreed the

price, the Client acquires the agreed rights of use for the translation. The name of the Translator shall only be cited in connection with the published text or excerpt of the text if no changes have been made to the text, or the Translator has agreed to the changes made (in the translation) by the Client or Third Parties.

11. Obligation of Secrecy

The Translator and her subcontractors are obliged to maintain secrecy. However, the Translator shall not assume liability for the unauthorized access of Third Parties to the Client's personal data or documentation provided by the Client during the archiving process.

12. Data collection

Personalized data is collected and stored only insofar as it is necessary in order to fulfil the contract or legal obligations (e.g. accounting). Personalized data is not gathered in a central register (e. g. customer list) and is not used for marketing purposes.

13. Severability Clause

Should any of these provisions or the individual provisions of the contract be invalid, the validity of the other provisions shall not be affected. Should any of these provisions or the individual provisions of the contract be invalid or unenforceable, both the Translator and the Client shall replace this provision with a clause which is legally valid and enforceable and which most closely approximates the intent and economic effect of the invalid or unenforceable provision.

14. Place of Jurisdiction

13.1 The place of execution for all contractual relationships which are governed by these GTC is the registered office of the Translator.

13.2 The place of jurisdiction for all disputes originating from this contractual relationship is the local competent court of the registered office of the Translator. This does not apply to consumers in accordance with the Austrian Consumer Protection Law.

13.3 Austrian Law shall apply for all contractual relationships. The contract language is German.

15. Written Form

Any amendments and/or additions to these GTC and any other subsidiary agreements between the Client and the Translator shall not be considered effective unless they are in writing.