

# WIENERS+WIENERS

*Translation · Adaptation · Proofreading*

## WIENERS+WIENERS GmbH General Terms and Conditions of Business

### I. Scope of coverage

The following General Terms and Conditions of Business apply exclusively to all legal business transactions between the Client and WIENERS+WIENERS GmbH (hereafter: "Agency"). All other terms and conditions, especially those deviating from these General Terms and Conditions, will not be accepted unless the Agency has provided the Client with express written approval of their acceptance.

### II. Extent of service

1. The scope of the services performed by the Agency is determined through a binding order, which the Client provides to the Agency in writing.
2. As long as the Client has not issued any specific instructions (briefing), the form and language of the original document should be followed. The Agency is only responsible for specific interpretations of the complete document, or any part thereof, if it has been provided with express written instructions from the Client indicating this.
3. Translations will be completed using standard, lexicographical and comprehensible language. Technical expressions, insofar as there have been no instructions and/or additional documents, especially glossaries, provided to the Agency, are also translated and/or edited using standard, lexicographical and comprehensible language.
4. The Client is responsible for ensuring that the documents provided by the Client do not infringe on any competition, trademark or propriety name rights and/or are not objectionable for any other reasons.

### III. Fees and terms of payment

1. The fees for the Agency's services are based on the currently valid price lists. The layout of text, as well as the proofreading of documents on-screen, will be charged on the basis of actual time expended. All prices are exclusive of VAT.
2. All miscellaneous incurred expenses, such as telephone, postage, fax or express mail service, will be borne by the Client.
3. Unless otherwise stated in the order confirmation, the Agency's fee is payable, without deductions, within 14 (fourteen) days after invoice date. In case of delayed payment, the legal regulations apply.
4. The client's right to offset payments only exist if its counterclaim has been validated by a court of law and unequivocally accepted by the Agency.

### IV. Delivery time

1. If no specific deadline has been agreed between the parties in respect of the contract, then the delivery of the reworked documents will be sent within a period deemed reasonable for the project's accurate and careful completion.
2. As long as they have been agreed upon, all delivery times are binding. They are calculated based on working days (with the exception of Saturday).
3. Unless the parties have agreed otherwise, the Agency is authorised to send the corrected, edited or translated documents via email or fax to the Client.
4. Should the Client set a reasonable grace period after the occurrence of a default, the Client may, if the grace period passes without resolution, withdraw from the contract. Compensation in place of services will only be paid by the Agency to the Client in case of wilful or grossly negligent behaviour, or if negligence leads to a breach of a fundamental contract obligation. In case of gross negligence on behalf of the Agency, then the Agency's liability is always restricted to the predictable, typically-incurred damages.
5. Pursuant to IV (4), the limitation of liability does not apply to a commercially fixed deal. The same applies if the Client can claim that, as a result of the Agency's delay, they no longer have any interest in fulfilment of the order. In this case, the liability is limited to the predictable, typically-incurred damages.
6. If the Client withdraws from the contract, without the Agency giving him any reason to do so, the Client is required to pay all charges incurred for translation fees up to the point of withdrawal, which, at a minimum, would amount to 50% of the agreed order value, unless the Client is able to demonstrate that the Agency's actual expenses were lower.

Status 01/05/2007

**V. Liability for errors**

1. The Client's claim of an error assumes that the Client has, upon receipt of the revised text documents from the Agency, immediately inspected the documents and has promptly provided a detailed written reference of contest to the Agency concerning any obvious errors, or informing the Agency of any disguised errors after they've become apparent.
2. The Agency is given due time to analyse the error.
3. An error claim does not exist if the error is irrelevant. Stylistic variations, which represent realistic and correct translations, are, in their nature, irrelevant and cannot be claimed as an error by the Client.
4. If the Agency acknowledges making an error, the Agency is authorised to undertake supplementary performance, which can either take the form of a single correction or a complete resubmission of the documents. However, before the Client is able to make further claims or assert legal rights, (through withdrawal, mitigation, damages, expense recuperation, self-remedy) the Client must give the Agency an appropriate grace period to submit a rectified version of the documents, insofar as no other warranty terms have been agreed to with the Agency. If, after two unsuccessful attempts at improving the quality of the rectified documents have been made, or if it is not possible to rectify the documents, or the supplementary work is deemed unacceptable by the Client or the Agency declines further supplementary performance, the Client may withdraw from the contract or reduce payment. Section VI applies when claiming damages or expense reimbursement.
5. The statute of limitations for error claims is 12 months from the passing of risk, unless the Agency has wilfully or gross negligently caused the damages. The legal statute of limitation in case of malicious concealment of an error remains unaffected.
6. The Agency is not liable for incorrect editing, translating or other activities if they are the result of incorrect, incomplete or illegible documents or otherwise faulty information provided to the Agency by the Client.

**VI. Compensation for damages**

1. The enforcement of compensation for damages and expenses resulting from errors in the work performed are not redeemable if the Agency, for reasons the Agency is not responsible for, is not able to offer supplementary performance.
2. The enforcement of compensation for damages caused by errors implies the fault of the Agency. The Agency only assumes responsibility for consequential damages resulting from a deficient performance if the damage is based on a gross negligent breach of a fundamental contractual obligation.
3. Furthermore, the Client's damage and recuperation claims are, regardless of their legal basis, excluded, especially those resulting from a breach of responsibilities by, or in relation to, the contractual obligations, through fault occurring before or during contract closing or as a result of illegal actions. This, however, does not apply in cases of wilful or gross negligence, infringement on life, body or health-related injuries, due to the acceptance of a guarantee for the existence of a condition or through negligent breach of a fundamental contractual obligation.
4. The Agency is liable for the loss or destruction of texts and documents provided to the Agency only if malicious or gross negligent behaviour has been determined and only up to an amount not exceeding the texts' or documents' material replacement value.
5. Under no circumstances will the liability of the Agency exceed the legal requirements. The punitive damages resulting from cases of simple negligence are limited to the calculated, typically-applicable amounts. Changes in the burden of proof are not connected with the rules set out in VI (1) to VI (4).

**VII. Jurisdiction/place of fulfilment**

1. The court of jurisdiction is Hamburg, Germany.
2. Place of fulfilment for delivery of services will be the Agency's premises. For payment obligations the place of fulfilment is Ahrensburg, Germany.
3. Should any individual provision of these Terms and Conditions of Business become legally ineffective, the validity of the other provisions will not be affected.

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