

## Multilingua International GbR

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represented by:  
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## General Terms and Conditions

### Preamble

These General Terms and Conditions shall apply to all business between Multilingua International and its clients. Any General Terms and Conditions of our clients shall only apply where explicitly agreed. The client acknowledges our General Terms and Conditions by placing an order. They shall be in force for the entire duration of the business relationship, as well as any future transactions.

### 1. Orders

All orders must unequivocally state the object of the transaction. Any oral collateral agreements or amendments to orders are subject to our written confirmation. Multilingua International shall not be liable for any delays or defects that occur as a result of incorrect, incomplete, indefinite or illegible information supplied by the client. This also applies with regard to the client's specifications concerning the translation order. We reserve the right to withdraw from an unconditionally confirmed order should we receive any unacceptable information about the client after the confirmation of the order. The client shall ensure the unsolicited and timely provision of any information and documentation required for the rendering of the translation to the translator (client glossaries and terminology, diagrams, drawings, tables, charts, abbreviations, etc.).

### 2. Execution by Third Parties

Multilingua International reserves the right to employ the services of third parties for the execution of any business should it be considered expedient or necessary. We shall only be liable for careful selection in this respect. Contact between the client and any subcontracted third parties shall only be permitted with our consent. The business relationship shall only exist between the client and Multilingua International.

### 3. Quotations and Prices

All quotations and prices are understood to be subject to confirmation. We reserve the right to adjust them to actual circumstances or changes in the required time and resources. All prices are in euros unless otherwise agreed. All prices stated in our quotations are understood to be excluding statutory value added tax. Credit, discounts or any other deductions are not granted unless expressly agreed. Special services shall be subject to an agreed extra charge or invoiced at cost. Clients from outside the Federal Republic of Germany shall settle their invoices either by bank transfer or Eurocheque (in EUR). Any bank charges that are incurred shall be borne by the client.

### Specific aspects of translation and foreign language typesetting services

All quoted prices for translation services are understood as rates per line of translation unless otherwise specified in writing. One standard line of translation consists of 53 characters including punctuation and spaces. The number of lines in a document is calculated as the total number of characters with spaces divided by 53. A minimum fee shall be charged if the agreed rate per line of translation multiplied by the number of lines is below the minimum fee. The provision of certified translations, adaptation of foreign language marketing texts, localization of software and web pages, text input, typesetting and printing, formatting and conversion, proofreading and editing, charges for urgent or weekend translations, and the creation and expansion of terminology databases and glossaries are invoiced separately on the basis of the required additional time and resources, or by agreement. In the case of larger translation projects, the translator is entitled to request an appropriate advance payment or payments on account to fulfil the contract. In justified cases, the translator may make the delivery of the work subject to the receipt of full payment for the rendered services. If the size or difficulty of the translation differ from what was agreed upon when placing the order, or the deadline is brought forward, the translator shall be entitled to negotiate additional charges in relation to the additional work.

### Specific aspects of interpreting, voice-over and exhibition services

The journey times of interpreters/speakers/language staff to their respective places of work shall be invoiced with the working and attendance time at the agreed hourly rate unless otherwise agreed. Any incurred travel expenses (for travel, accommodation, meals, etc.) shall be borne by the client. Any overtime hours shall be invoiced with a surcharge of 30% unless otherwise agreed. Services provided on an hourly basis shall be invoiced per hour or part thereof and services provided on a daily basis shall be invoiced per day or part thereof.

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### 4. Services

All services commissioned from or by Multilingua International shall be executed in accordance with these General Terms and Conditions. Multilingua International is only obligated to provide the services that it has undertaken to provide. If an order is cancelled, we shall be entitled to invoice the client a cancellation fee and up to 100% of the agreed fee.

#### Specific aspects of translation and foreign language typesetting services

Multilingua International shall render a working translation unless otherwise agreed in writing. When placing the order, the client shall ensure that Multilingua International is notified as to whether the order entails the provision of a certified translation, publication, composition and adaptation of a foreign language marketing text, localization of software and web pages, input of text, typesetting and printing, formatting and conversion, proofreading and editing, urgent or weekend translations, or the creation, expansion and use of a specific terminology database or glossary. This shall occur in the interest of facilitating the planning and organization of the project. Multilingua International shall not be liable as a result of inaccurate, unclear, incomplete or incorrect information in source texts, templates, data and glossaries supplied by the client, or in the formulation of the order. Multilingua International cannot assume any liability for any inconsistent use of terminology in urgent translations that have to be split among more than one translator. Any claims for compensation or deductions from invoices are hereby excluded. The creation and expansion of terminology databases or glossaries shall only occur by express agreement and require the provision of adequate material, for example, existing terminology databases, prior translations, word lists or glossaries, when placing the order.

#### Specific aspects of interpreting, voice-over and exhibition services

In the above cases, the client is obligated to ensure the timely notification of Multilingua International with regard to the type of service required (for example, whether liaison, simultaneous or consecutive interpreting), the equipment needed, the time and place where the service is to be rendered and the point of contact. The client undertakes to provide Multilingua International with the corresponding material for preparation in good time; however, at least one to two weeks before the assignment. The client also undertakes to provide our language expert(s) with suitable accommodation at a nearby hotel in so far as necessary.

### 5. Delivery Dates and Partial Delivery

The delivery dates are provided to the client to the best of our knowledge and belief. They may only be interpreted as anticipated delivery dates. A delivery is considered as having been completed after the translation has been verifiably sent to the client (dispatch record).

### 6. Disturbances, Force Majeure, Foreclosure or Restriction of Operations, Network or Server Problems, Viruses

We shall not be liable for damages occurring as a result of operational disturbances, especially those caused by force majeure, for example, acts of God, industrial action, transport disruptions, traffic-related delays, network or server problems, connection or transmission problems that are beyond our control, or disturbances or absences relating to language experts. In such cases, we shall be entitled to withdraw from the whole or part of the contract. This shall also apply, if for good cause, we are forced to entirely or temporarily discontinue or restrict our operations, particularly the interruption of online services for a specified day or period. We shall not be liable for damages caused by viruses, trojans, autodiallers, spam or comparable data. Multilingua International's EDP systems (networks, workstations, programs, data files, etc.) are scanned for such viruses and data at regular intervals. If data files are delivered by remote data transmission (modem), e-mail or any other form of long-distance transmission, the client shall be responsible for carrying out the final virus scan and data validation of the transmitted data and text files. We cannot accept any liability for possible claims for damages. Electronic transmission occurs at the risk of the client. We shall not be liable for any texts and data that become damaged, incomplete or lost as a result of electronic transmission.

### 7. Acceptance

The acceptance of the service or delivery, including partial deliveries, constitutes the primary obligation of the client. If the client refuses or declines acceptance, then they shall be in default of acceptance without further warning and liable for any damages incurred.

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### 8. Complaints

In commercial transactions, complaints shall only be accepted if they occur in writing stating the exact nature of the defect; immediately after the delivery of the translation or execution of the service in the case of apparent defects; immediately after the inspection of the translation or service in the case of detectable defects; or immediately after the discovery of latent defects. In non-commercial transactions, complaints must also occur in writing stating the exact nature of the defect. In both commercial and non-commercial transactions, all complaints shall be excluded if they do not occur by the client; within a period of two weeks from the delivery of the translation and/or execution of the service in the case of apparent defects; within a period of four weeks from the delivery of the translation and/or execution of the service in the case of detectable defects; or within a period of four weeks from the discovery of latent defects. In the case of justified and proper complaints concerning defects, we reserve the right to remedy the translation or service at least twice, or recommission the provision of the translation or service at our discretion. The client shall remain obligated to accept the rendered service and payment. If the remedy or replacement is unsuccessful, then statutory warranty rights shall apply in the absence of the conclusion of alternative agreements.

### 9. Default and Impossibility of Performance, Rescission and Compensation

In cases of default in performance, remedy, impossibility of performance or other cases, the client shall only be entitled to rescission from the contract or self-performance of the service if the delivery deadline is grossly exceeded and the client has issued a reasonable later delivery deadline that was also not complied with. In commercial transactions, we shall only be liable for default in performance, non-compliance and damages, regardless of their legal basis, with the exception of those caused by intent or gross negligence, as well as for vicarious agents and in the case of slight negligence, if material contractual obligations have been breached, and shall not be liable for ensuing damages, other indirect damages or loss of income. Moreover, in commercial and non-commercial transactions, liability shall be limited to twice the invoice value of the delivery or service which is the cause for damages and no more than € 20,000 in cases of slight negligence, and in commercial transactions involving intent or gross negligence of vicarious agents to thrice the invoice value of the delivery or service which is the cause for damages and no more than € 30,000. The herein mentioned liability for damages is always limited to typical direct damages that are foreseeable at the time of the conclusion of the contract. The limit of liability is reduced to one third of the amount if the client is insured against damages. The client is bound by their obligation to cooperate. It is the obligation of the client to verify that the provided services are free of defects and can be used for the intended purpose prior to using the provided service elsewhere. We shall not be liable for ensuing damages, such as printing errors, if the client has failed to ensure the timely and proper fulfilment of their obligation to cooperate.

### Specific aspects of translation services

If the client intends to publish the translated text or use it for advertising purposes, or would like to have a specific style used in the translation, then the client shall ensure that, when placing the order, clear instructions, glossaries, and style and text requirements are provided for the text that is to be published and/or advertising text that requires adaptation. If the client fails to mention the aforementioned purposes when placing the order, and the text is later published or used for advertising purposes, then the client cannot claim damages if the publication or advertising has to be repeated due to a translation error or poor adaptation. In this case, we reserve the right to claims arising from copyright regulations. The client shall provide Multilingua International with a proof copy for approval prior to going into print. If the client goes into print without our consent, then the client does so at his or her own risk, and is fully liable for any ensuing damages.

### 10. Assignment

The assignment of rights from a contract by the client requires the written consent of Multilingua International.

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### 11. Payment Terms

Unless otherwise agreed, payment shall be effected without any right of deduction, retention or set-off within 14 days of the date of the invoice. The commissioning party shall always be bound by the duty of payment. If the client is insolvent or unwilling to pay, or justified doubts exist concerning their ability or willingness to pay, invoices may be issued that are due immediately. In such cases, we shall be entitled to request payment against delivery or to withdraw from the contract. All effected payments are irrevocable. If instalments are agreed, then the whole remaining balance shall become due if the client is fully or partially in default with two consecutive instalments. Any terms and conditions of the client concerning the offsetting of payment shall not be binding for us. We reserve the right to set off payments against outstanding debts and interest at our discretion. In the event of default in payment and a reasonable grace period having been set and not complied with, we shall be entitled to withdraw from the contract and damages for non-compliance. Furthermore, we shall be entitled, following prior notification, to exercise a right of retention on all upcoming deliveries and to request advance payments. If the client is in default of payment, they shall, on request, be obligated to return any delivered work that is still subject to reservation of title. Furthermore, we shall be entitled, to request the immediate settlement of all outstanding claims, including deferred payments. In the event of default or deferral of payment, we shall be entitled to invoice interest on arrears based on normal bank interest rates from the date that the client is in default of payment. In the event of the first-time expiry of a payment deadline in commercial transactions, the client agrees to reimburse the normal bank interest incurred.

### 12. Reservation of Title and Copyright

We shall retain the title to all delivered services, including pending rights, until such a time as the client has settled all outstanding claims. If the conditional service is combined or processed together with other material or services, we shall be entitled to co-ownership of the thus created new material or service equal proportionate to the value of the conditional product or service and the other material and services. We reserve all rights to the products of certain ancillary services such as the creation of terminology databases, word lists or glossaries. In so far as the property rights to these services have been assigned to the client, the client shall grant Multilingua International a non-exclusive and transferable right of use to these work results. We shall be entitled to reproduce, translate and process our individual work results and to report on such use in public. The right of use shall be granted for an indefinite period of time and may only be revoked for good cause. The utilization or adaptation of our services by third parties requires our prior approval. Furthermore, we reserve the copyright of the translations.

### 13. Rights of Third Parties

The client shall ensure that information, documents and other material provided for the processing, utilization, reproduction and/or publication of a project are not in conflict with the rights of third parties. The client shall ensure that we and our subcontractors are indemnified and held harmless from any liability for claims from third parties arising from the utilization, processing, exploitation or reproduction of such information, documents and other material, or their processing.

### 14. Confidentiality and Data Protection

We undertake to maintain the secrecy of all information designated as confidential, which is received within the framework of our business relationship with the client, and to take the necessary precautions to ensure that unauthorized third parties do not gain knowledge of and/or exploit the information and documents in question. The secrecy obligation ends as soon as the confidential information becomes publicly known and thus public knowledge, or if it was already known to us. We shall not pass on confidential information from the client to unauthorized third parties; however, we may employ the services of third parties (please refer to section 2 above) in so far as they are bound by confidentiality agreements. The secrecy protection ends after a period of three years from the date that we receive the information or documents. In the case of the electronic transmission of texts and data between the client and us, the possibility of external intervention unfortunately only allows Multilingua International to provide absolute secrecy protection in areas that are under its control and not those that are beyond its control. In so far as stricter confidentiality is required for specific documents, the client shall ensure to notify us in writing of the precise details when placing the order and, where necessary, provide the required programs, codes and passwords. The client hereby agrees to the storage of their information in accordance with the applicable data protection regulations.

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### **15. Reference to online settlement of disputes**

The European Commission provides a platform for the out-of-court online settlement of disputes (OS platform), which can be called up at [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). We are involved in the dispute settlement procedure. You can find a list with the contact details of the recognised dispute settlement agencies at <https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.adr.show..>

### **16. Right to Use the Trademark**

The client shall grant Multilingua International a basic, non-exclusive right to use the word mark, design mark and combined word and design mark of the client (hereinafter referred to as "trademark") worldwide and to reproduce it within the framework of promoting the business relationship. We undertake to use and reproduce the trademark exclusively as a reference of our clientele. We acknowledge the client's trademark rights and undertake not to prejudice these rights in any way. We may request the trademark in electronic form at any time (i.e. in print and/or screen form). We may only use the trademark in the form and colour stipulated by the client.

### **17. Non-Solicitation/Non-Competition**

Employees and freelance staff of Multilingua International may neither directly or indirectly be employed, engaged or commissioned without our approval for a period of two years after the last order commissioned by the client. They shall also not be approached with any oral, written or other offer of such activity.

### **18. Applicable Law**

All legal relations between the client and ourselves shall be governed by the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

### **19. Place of Performance and Legal Venue**

The place of performance and legal venue is Bonn.

### **20. Validity**

In the event of any initial or subsequent invalidity of one or more provisions of these General Terms and Conditions, the validity of the remaining provisions shall not be affected. In such cases, the invalid provision, or part thereof, shall be superseded by one which most closely reflects the legal and commercial intent of the invalid provision. The German version of these General Terms and Conditions is the original version and shall be used in any dispute. The English translation is for convenience only.