

General Terms and Conditions for Translations and Interpreting Services –

Beate Gründl Lechner, Kleeberg 14, 94099 Ruhstorf, Germany, phone +498533 969 37 24, fax 08534 969 37 25, email: beate@bgl-sprachdienste.de

§ 1 Scope of the General Terms and Conditions

1 – The following Terms and Conditions shall exclusively govern all current and future translation work and interpreting services provided by Mrs. Beate Gründl Lechner. All business transactions shall require Mrs. Gründl Lechner's prior written confirmation in order to be legally binding.

Deviating terms and conditions by the business partner shall not be accepted by Mr. Gründl Lechner, even if Mrs. Gründl Lechner had knowledge of those terms and conditions and did not expressly reject them.

2 – The term Private Customers within the meaning of these Terms and Conditions shall mean all natural persons for whom work is done or services are rendered by Mrs. Gründl Lechner, if the work done for those Customers is done for them as private persons.

3 – The term Entrepreneurs within the meaning of these Terms and Conditions shall encompass natural or legal persons for whom work is done or services are rendered as part of such persons' business activities.

4 – The term Customer within the meaning of these Terms and Conditions shall encompass both Private Customers as well as Entrepreneurs.

§ 2 Translations

1 – All translation requests shall require written form; they may be sent by email, fax or post to the above mentioned address of Mrs. Beate Gründl Lechner and shall require Mrs. Gründl Lechner's written acceptance in order to be legally binding.

2 – The translation request must contain information on the subject matter and the field, the language and format of the source and target texts, delivery dates, a list of the desired terms in the target language to be used (if any), the intended scope of use of the target text, as well as a contact person who may answer all text-related questions and all other information required to render the translation services in a proper way.

If so requested by Mrs. Gründl Lechner in order to give the Customer the correct price, the Customer shall provide her with the complete source text prior to her acceptance of the work.

3 – The Customer undertakes to supply the source text by email, on a CD, DVD or other data stick in a format that can be processed by Mrs. Gründl Lechner, or in printed form. All other ways of transmission shall not be acceptable unless otherwise agreed upon in writing by and between the parties hereto.

4 – The Customer furthermore undertakes to provide reference texts or data, plans or pictures for subject-related specialist texts, which will enable Mrs. Gründl Lechner an easy understanding of the matter in issue. Unless the customer provides a list of special terms to be used for the translation, the words found in corresponding, subject-related dictionaries shall be regarded as proper translations for the subject-related terms of the source text.

5 – Should Mrs. Gründl Lechner have difficulties in understanding specialist texts, the customer undertakes to have all questions of Mrs. Gründl Lechner answered by the contact person mentioned in the translation request in such a way that a proper translation can be set up by her.

6 – Each and every change of the source text has to be submitted to Mrs. Gründl Lechner in a precise way and written form by either email, fax or post.

§ 3 Interpreting services

The Customer undertakes to inform Mrs. Gründl Lechner in advance about the contents of the subject to be interpreted, and undertakes to provide her with written information and documentation in advance as far as this is possible.

In case of talks and speeches to be held, the planned texts will be transmitted to Beate Gründl Lechner at the latest 48 hours prior to the scheduled interpreting services in order to enable Mrs. Gründl Lechner to prepare herself in the best possible way. For simultaneous interpreting exceeding an hour in total time, two interpreters must be employed by the Customer, so that the two interpreters may take turns every 20 minutes. Mrs. Gründl Lechner shall otherwise be allowed a 10 minutes break every 60 minutes.

Interpreting work exceeding 8 hours per day shall be invoiced with a surcharge of 50 % on the normal rate.

The travel time to and from the venue where interpreting work is to be done shall be regarded as working hours, but shall not be regarded as part of the daily 8 hours of work with regard to the foregoing 50 % surcharge for work in excess of 8 hours. Should Mrs. Gründl Lechner be obliged to arrive a day in advance, she shall be refunded the costs for accommodation in a 3 or 4 star hotel close to the venue.

Work done by her on weekends and/or on public holidays shall be invoiced with a 50 % surcharge. Should an hourly rate have been agreed upon, a minimum period of 4 hours shall apply. Otherwise, the start of a 30 minutes' period shall be regarded as a full 30 minutes.

§ 4 Conditions for Rendering of Services

Unless otherwise agreed upon in writing in advance by and between the parties hereto, the delivery dates mentioned in the cost estimate and the order confirmation shall not be regarded as legally binding. In case of difficulties of Mrs. Gründl Lechner

General Terms and Conditions for Translations and Interpreting Services –

Beate Gründl Lechner, Kleeberg 14, 94099 Ruhstorf, Germany, phone +498533 969 37 24, fax 08534 969 37 25, email: beate@bgl-sprachdienste.de

with understanding the text, the delivery time shall be extended by the time needed to get in touch with and talk to the Customer's contact person in order to clarify those issues

The agreed upon delivery time shall be regarded as having been kept, if the finished translation is dispatched to the customer in the agreed upon form and in such a way that the Customer should have received it in due time under normal circumstances.

Mrs. Beate Gründl Lechner shall not be liable for delays caused by Force Majeure or for reasons outside Mrs. Gründl Lechner's sphere of influence.

As such, Mrs. Beate Gründl Lechner shall not be liable for delays caused by the fact that the Customer's contact person or their deputies cannot be reached during normal business hours.

In case of urgent translations, the Customer's contact person must be available on the phone daily (including weekends) between 8.00 and 22.00 hours.

§ 5 Rights of Use

By handing in a translation request, the Customer confirms that he/she/it is owner of the copyright or rights of use and exploitation in the source text as required to give permission for a translation of the text. The customer herewith transfers such rights to Mrs. Gründl Lechner as far as is necessary for her to render the translation work.

The Customer expressly undertakes to exempt Mrs. Beate Gründl Lechner from any and all claims by third parties in this respect and shall also remunerate her for any and all legal expenses which may accrue to her in this respect.

§ 6 Payment Conditions

1 – The rate per line is understood as a net price excluding VAT, other expenses, certifications and/or – as far as agreed upon – the surcharge for urgent translations or work on weekends and public holidays. Translation shall be charged per line of the translation, whereby a normal line shall have 50 characters without blanks.

2 – Unless otherwise agreed upon by and between the parties in advance, a discount for immediate payment shall not be granted.

3 – The customer undertakes to pay the due invoiced amount within 15 days after the invoice date. If this period is exceeded, the Customer shall be in payment arrears and liable to pay interest on the due amount.

4 – In case of payment arrears, Mrs. Gründl Lechner shall furthermore be permitted to stop other work for the respective Customer until all amounts in payment arrears have been paid in full.

5- The Customer undertakes to pay an annual interest of 6 % above the German base rate for any and all due amounts which are in arrears.

6 – The Customer may only be entitled to set off amounts, if his, her or its counter claims have been confirmed by court in a legally binding way or accepted by Mrs. Gründl Lechner in writing.

7 – The Customer may only use his, her or its right of retention, if his, her or its counter claim is based on the same contractual relationship.

§ 7 Reservation of Title

1 – With regard to translations done for Private Customers, Beate Gründl Lechner shall retain full title in the translation until full payment for the respective invoices has been received.

2 – With regard to translations done for Entrepreneurs, Beate Gründl Lechner shall retain full title in the translations until full settlement of all her claims with regard to the corresponding business relationship.

§ 8 Warranty

1 – Mrs. Beate Gründl Lechner undertakes to do translations free from defects. Should the Customer have any additional requests, they need to be specified in detail and in writing in the translation request.

2 – Mrs. Beate Gründl Lechner shall be informed about any possible defects in writing by the customer within a week after receipt of the corresponding translation. The complaint shall include the original document as well as the defective translation with a marking of the defects. After the aforesaid deadline has passed, the Customer may no longer base claims on defects in a translation.

3 – In case of a complaint, the Customer shall grant Mrs. Beate Gründl Lechner an appropriate period of time to rectify the defects free of charge. Should Mrs. Gründl Lechner fail to rectify the defects within said period, the Customer shall be entitled to reduce the price of the translation accordingly or to otherwise rescind the contract.

General Terms and Conditions for Translations and Interpreting Services –

Beate Gründl Lechner, Kleeberg 14, 94099 Ruhstorf, Germany, phone +498533 969 37 24, fax 08534 969 37 25, email: beate@bgl-sprachdienste.de

§ 9 Liability

1 – Mrs. Beate Gründl Lechner shall be liable for intent and gross negligence up to a maximum of the order value. A liability for slight negligence shall be taken over by Mrs. Gründl Lechner only, if she failed to fulfill one of her fundamental contractual obligations. A liability for cases of force majeure and cases which are not in the sphere of influence of Mrs. Gründl Lechner shall be excluded.

2 – Mrs. Beate Gründl Lechner undertakes to guaranty that a translation can be used for printing, if she was informed of this special requirement in writing when the respective order was placed by the Customer, if the galley proofs were sent to her for examination in due time and if she had enough time to check the correctness of the galley proofs. Otherwise, all guaranty claims or claims for damages of whatever kind shall be excluded.

3 – The translations are meant for the sole use by the Customer. The Customer shall exclusively be liable in case of copying or making available of the translation for commercial, advertising or other use.

4 – Mrs. Beate Gründl Lechner shall not be liable for data transmission problems which are outside her sphere of responsibility. Mrs. Beate Gründl Lechner shall furthermore not be liable for the transmission of viruses or damage caused by such viruses, if Mrs. Beate Gründl Lechner regularly has her software and data checked by an anti-virus software. Mrs. Beate Gründl Lechner shall furthermore not be liable for any unauthorised use of the Customer's data by third parties, if this could not be avoided despite proper technical precautions having been taken.

§ 10 Cancellation

1 – Should a translation be cancelled through no fault of Mrs. Beate Gründl Lechner while she is already working on it, she will be entitled to charge the customer a 100 % of the price agreed upon for the work already having been carried out.

2 – Should an order for interpreting services be cancelled through no fault of Mrs. Beate Gründl Lechner, she will charge the customer as follows:

3 – 50 % of the fee for a cancellation up to 5 days prior to the date agreed upon.

4 – 70 % of the fee for a cancellation up to 3 days prior to the date agreed upon.

5 – For later cancellations, the full fee shall be invoiced and payable.

§ 11 Secrecy Clause

Mrs. Beate Gründl Lechner undertakes to treat any and all confidential information confidentially and to ensure that confidential information and documents are not made accessible to third parties. The liability of Mrs. Gründl Lechner within this secrecy clause shall be subject to the liability limits mentioned in Section 9 of the Terms and Conditions.

§ 12 Applicable Law, Legal Venue and Salvatorian Clause

These Terms and Conditions shall be subject to German law. The parties hereto undertake to try to resolve any and all dispute arising from their business relationship in an amicable way. Should they fail to reach an amicable solutions, a mediator of the Regional Court Passau will be called upon to finally settle the dispute. His or her decision shall be accepted by both parties as binding and final.

Should stipulations of the agreement with the Customer or stipulations contained in these Terms and Conditions be or become legally invalid or ineffective, this shall have no effect upon the validity of the remaining conditions. The parties hereto shall in such a case try to replace the invalid or ineffective stipulation by legally valid one coming as close as possible to the intended effect of the invalid or ineffective stipulations. The same shall apply for omissions.

Kleeberg, August 2011