

1. Services

The services from **flexword** Miš-Čak & Partner, Translators and Consultants (**flexword**, Neckarauer Straße 35-41, 68199 Mannheim, Germany, head office: Mannheim, registration court: Mannheim District Court, PR 21) comprise: Translations, interpreting, language and business training, international marketing and consulting services. Our services and deliveries are provided on the basis of these General Terms and Conditions. Orders that are accepted and executed are exclusively subject to our General Terms and Conditions. The provisions of the client's general terms and conditions that contradict **flexword's** General Terms and Conditions will not be recognised.

Translations and word processing are to be performed in compliance with the principles of proper professional practice. The client receives the contractually agreed upon copy of the translation or word processing. Technical terms are to be translated into the generally accepted and intelligible, lexicographically justifiable or, if necessary, the generally accepted standard language version, provided that **flexword** has not been provided with special instructions or documents with the placing of a translation order - e.g. in the form of the client's internal glossaries.

2. The client's cooperation and disclosure obligation

The client is to inform **flexword** of any specific medium requirements (translation on data carriers, number of copies, ready for printing, external form of the translation, etc.) of the translation in a timely manner. If the translation is intended for printing, the client is to provide the translator with a galley proof.

Information and documentation which are necessary to create a mandated translation are to be made available to **flexword** in good time by the client (internal company glossaries and other documents used by the client or preferred terminology lists, information on used and preferred dictionaries, illustrations, drawings, tables, abbreviations etc.). In this regard, **flexword** is obliged, as far as technically and linguistically reasonable and appropriate from a translation perspective, to consider the terminology and translation forms used internally by the client and desired in the translation, but reserves the right to not take the client's lexicographical and stylistic specifications into account and to perform the translation pursuant to the principles stated clause 1, for unsustainably high stylistic and lexicographic specifications or translation requests in which the amount of time required for the lexicographical and stylistic comparison would be disproportionate and unjustifiable, and through which the contractually agreed delivery date may have to be exceeded, e.g. in the case of rush orders.

If the client does not specify the purpose of the text to be processed, for example, publication, it cannot claim compensation for the damage caused by the fact that the text proves unfit for the purpose or that, due to a faulty adaptation, the publication or advertising must be repeated, or that it will cause damage to the reputation or image of the company.

Errors resulting from non-compliance with these obligations are not at the expense of **flexword**.

3. Complaints and warranty

The client is obliged to check the services rendered for order-compliant execution and completeness immediately after delivery or receipt. Linguistic, factual, word processing and other defects are to be reported to **flexword** immediately after the provision or supply of the service, but not later than within 7 days. Style questions and translation errors that are due to unreadable, incorrect or incomplete text submissions, the client's terminology or to omissions, ambiguous formulations or contradictions of context, do not fall within the responsibility of **flexword**.

If the source text is not provided for translation by the client as a file, but in paper form, all numbers, dimensions and measurement units of the source text are decisive.

Should a service objective include defects, **flexword** reserves the right to a remedy within a reasonable time, and conversions, reductions and compensation are excluded.

If the correction or replacement is to no avail, the statutory warranty rights are again valid, unless otherwise agreed.

flexword is liable for direct damages due to demonstrable translation errors pursuant to clause 4 of these General Terms and Conditions.

4. Compensation obligations, liability and limitation period

flexword's liability shall be subject to the following provisions; any liability beyond that shall be excluded. **flexword** assumes unlimited liability for any damage caused maliciously or gross negligently by **flexword**, its legal representatives or executives, as well as for any damage caused maliciously by other agents. The liability for gross negligence by other agents shall be subject to the provisions below relating to simple negligence. **flexword** assumes unlimited liability for injuries to life, body, or health caused maliciously or gross negligently by **flexword**, its legal representatives or agents. **flexword** shall be liable for damage resulting from missing features agreed upon up to the amount included in the purpose of the agreement and which was identifiable by **flexword** when making the commitment.

flexword shall be liable for any damage resulting from the violation of essential agreed-upon obligations, also by its legal representatives or agents. Essential obligation shall mean those obligations that form the basis for the agreement, that were decisive for the conclusion of the agreement, and the meeting of which the customer can rely on. In the event that **flexword** violates essential obligations in a simple negligent manner, its liability shall be limited to the compensation of the foreseeable, typically incurred damage (hereinafter referred to as "typical damage").

Typical damage shall be limited in principle to the agreed-upon amount and, otherwise, to the amount of the agreed-upon fee to which the customer is entitled for the period in which the violation occurred. In such case, typical damage shall be limited to the amount of one million euros. This shall not apply if such limitation, on a case-by-case basis, would be unreasonable based on equitable considerations; in principle, the typical damage shall then not exceed the fivefold amount of the agreed-upon fee. Any damages for financial losses due payable by **flexword** shall be limited to the existing insurance coverage of 100,000 euros max. per injured event, and for personal and property damage to five million euros max. per injured event.

Any claims for damages and complaints may only be brought forward within a period of four weeks of the delivery date. Any hidden defects shall be presented in a complaint immediately upon discovery.

5. Professional secrecy and data protection

flexword is obliged to maintain silence about all facts that become known to it in connection with its work for the client, even beyond the termination of the contractual relationship. This applies to all permanent and temporary employees of **flexword**. **flexword** is also obliged to only make the client's confidential documents available to certified interpreters and translators involved in the order, and to only have the translation of confidential documents processed by certified translators.

The customer shall provide **flexword**, in a rather anonymized form and without any personal information of third parties, with documents based on the data privacy law-based principle of data minimization.

All work aids are to be returned to the client within one calendar month of order processing or destroyed. If the client wishes to archive these for subsequent orders, it is to inform **flexword** in writing. **flexword** is hereby obliged to only use all available documentation supplied by the client for terminology purposes.

6. Remuneration

The calculation is based the applicable price and fee list of **flexword**, unless otherwise agreed. All of our prices given in our offers and in our price and fee lists are net prices excluding value added tax or sales tax. The value added tax or sales tax will be calculated in addition to the net price to the extent required by law.

flexword reserves the right to change the price and fee list. It is to inform the client of the price changes within a reasonable period after the price and fee changes, but at the latest upon request or order submission by the client. Deviations from the price list can be separately agreed in individual agreements, framework agreements, written or oral offers between **flexword** and the client.

Furthermore, a customary fee is owed depending on the type and difficulty. Here, the rates specified by law on the compensation of witnesses and experts are considered reasonable and customary.

Express charges between 10% and 100% will be charged for the execution of urgent orders, which shall reflect the scope and deadline of the order, unless otherwise agreed in writing. With translation and text editing services, urgent orders are deemed as orders whose delivery will be ordered for within 24 hours from order placement, or whose processing involves more than eight hours per working day, weekend and/or night work, or a timely order processing which requires more than one translator, expert or other specialist and/or office worker. The criteria of clause 1 fully apply to all rush orders for translation, text processing jobs pursuant to the definition given in paragraph 1 of this article. A proofreading by **flexword** cannot be guaranteed for translations or word processing jobs delivered as working versions before delivery of the translation or word processing for scheduling reasons. In this case, no liability is accepted for the external use of the translated text without prior examination by the client.

The prices and fees calculated in cost estimates are made taking into account all information provided by the client to the best of our knowledge and belief. For additional services which subsequently arise as necessary additional services for a complete and order-compliant service, **flexword** can either refuse them as not included in the request and therefore not calculated, or provide the full necessary scope of service under the calculation of all additional services that were not anticipated in the offer due to incomplete information by the client, or were not calculable in the period between the first request, quoting, ordering and the processing of changed conditions, such as changes in the amount of text, file format, deadline, interpretation times, interpretation location, interpreter requirements, number of participants in training sessions, number of training sessions, changes to training sessions, amongst others.

flexword is entitled to the reimbursement of costs actually incurred and agreed with the client in addition to the agreed fee. **flexword** may request an advance payment for large orders and services ordered. **flexword** reserves the right to make the service ordered, or the provision of the requested services, depend on the prior payment of the full agreed price or fee.

The remuneration is due immediately after the acceptance or provision of the service stated in the order. If the overdue invoice amount is not received on one of the current accounts of **flexword** or otherwise with **flexword** within 28 days of invoicing, legal default interest in the amount of 9 % p.a. above the base interest rate of Deutsche Bundesbank as well as a flat-rate penalty of 40 euros will be charged. We reserve the right to bring forward claims for more extensive damages.

The customer may only offset claims by **flexword** against uncontested or claims asserted in a legally binding manner.

In the case of a contract termination/cancellation of the order/relinquishment by the client, the work carried out up until the termination/cancellation/relinquishment is to be remunerated and the costs incurred are to be reimbursed. Furthermore, a cancellation fee will be charged for 70% of the service ordered but not yet rendered, and due to the cancellation, does not need to be performed.

Upon contract termination/cancellation of the order/relinquishment by the client for interpretation or training services, **flexword** is entitled to the reimbursement of the fee breakdown as follows:

Up to 30 days before will not be charged	
30 up to 14 days before the event/delivery date:	25% of the agreed fee
Up to 8 days before the event/delivery date:	50 % of the agreed fee
Up to 3 days before the event/delivery date:	75 % of the agreed fee
Less than 72 hours prior to the event/delivery date:	100% of the agreed fee and any costs (etc. e.g. travel expenses) incurred up to the date of contract termination/cancellation of the order/relinquishment of the services ordered.

In the event that a lecturer is unable to attend any training services to be rendered, in particular due to illness, an appropriate specialist substitute may be provided.

In exceptional cases, trainings may also be postponed or cancelled due to short-notice absence of the lecturer due to illness or due to force majeure or low numbers of participants, even if a confirmation has been sent. In the event that the number of participants is low, the training may be cancelled no later than one week prior to the event, without **flexword** being at fault. If a training event is cancelled or in case of a postponed training unreasonable for the customer, **flexword** shall refund any training fees paid. Claims for reimbursement of additional costs incurred by the customer (e.g., reimbursement of travel expenses and accommodation, as well as missed working hours) may only be brought forward in case **flexword** is at fault as set forth in para. (4) herein. In the event that the training is cancelled due to force majeure, e.g., if the lecture is unable to attend due to force majeure, **flexword** shall not be liable for any additional costs the customer incurs as a result of such cancellation.

7. Delivery deadlines and dates

Declarations and binding commitments to delivery deadlines are given to the best of our knowledge and belief, under the consideration of all order-relevant information given by the client to **flexword**.

A delivery is considered complete once the translation has been demonstrably sent to the client (dispatch record).

If a timely delivery is not possible for whatever reason, the client is to be informed by **flexword** immediately, stating the reasons. **flexword** is not liable for delays in deliveries which arise due to, inter alia, changed, not foreseeable and therefore not calculated conditions such as changes in the amount of text, file format, delivery date, interpretation sessions, interpreting location, interpreter requirements, number of attendants at training sessions, changes to training requirements, amongst others.

flexword shall have the right to request partial or preliminary acceptance when and if this is justified due to the subject matter, the scope, or the timely sequence of the service rendered and reasonable for the customer.

If delivery becomes impossible due to a circumstance for which **flexword**, its employees and freelance employees are not responsible, including force majeure, e.g. natural disasters, traffic congestion, network and service faults, line and transmission faults, among others, then **flexword** is entitled to either withdraw from the contract without entitlement to compensation or to require a reasonable extension from the client. Further rights of the client, especially in terms of claims for damages, are excluded in these cases.

8. Retention of title and copyright

All translations and word processing remain the property of **flexword** until full payment has been received. Until then the client has no right of use.

flexword reserves the copyright for all translations, text editing, interpreting texts and products in the area of Support and Consulting and grants the customer the rights of use required for their agreed-upon intended use.

9. Applicable law and jurisdiction

German law applies for all orders and all claims resulting thereof. The place of performance is Mannheim. The place of jurisdiction is Mannheim unless the customer is an entrepreneur (Kaufmann), public-law entity or public-law special-purpose asset, or the customer does not have a general place of jurisdiction located in the Federal Republic of Germany. **flexword** reserves the right to select a different legally admissible place of jurisdiction.

10. Severability clause

If one or several provisions herein or in the agreement on which they are based is/are or become/s void or invalid, the remaining provisions shall remain unaffected. The void or invalid provisions shall be replaced by way of supplementary interpretation of the agreement by such arrangement which comes as close as possible to the economic purpose and rationale pursued by the parties in the void and invalid provisions. The same shall apply to any omissions.

(As at: January 2018)