

General terms and conditions

1. The following general terms and conditions apply to the contractual relationship between Thomas Jörg, Konrad-Adenauer-Straße 23a, 69221 Dossenheim (in the following called "the Contractor" and its customers (in the following called "the Customer").
2. The Contractor operates a translation service for the production of translations.
3. Texts with indictable content, which offends common decency, can be rejected by the Contractor - even after the conclusion of the contract. Otherwise a text should only be rejected in special circumstances - even after the conclusion of the contract - for example if a translation of reasonable quality is not possible in the time period specified by the Customer due to the difficulty and/or the extent of the submitted text.
4. Source languages and target languages are German, English and Spanish.
5. As a general rule, texts are submitted by the Customer electronically to the Contractor. Likewise, the Customer will usually receive the translation in an electronic format.
6. Together with the order, the Customer should state the field or fields of expertise which, in their opinion, are included in the text assignment. It is in their own interest to complete the specification with the greatest possible accuracy. If the Customer has specific terminology requests, they should communicate these and provide the appropriate reference material (example texts, terminology lists and suchlike). These should be put to use for the purpose of the best possible translation result.
7. The Customer can choose whether they release their text for translation from the outset - subject to the acceptance of the order by the Contractor - or whether an offer for costs and a timeframe for the translation are provided by the Contractor first. This offer is free of charge and is non-binding for both parties.

The contract is effectively agreed when, two working days following receipt, the Contractor does not state that it cannot complete the order in the requested format.

8. If after the acceptance of the order by the Contractor it transpires that the order cannot be completed by the agreed deadline for good reason, (e.g. Illness of translator or technical failings in the network), the Contractor will inform the Customer immediately.
9. The minimum order value for job orders shall be EUR30.00 (plus VAT*).

Translations usually have a different scope and size than the original text. Since

the calculation of the final price is based on the extent of the target text, the final price can only be given when the translation is complete. Prices may vary depending on the level of difficulty and specialist field of the source text and the expenditure for DTP works. In these cases, the offer price shall be notified to the Customer as soon as possible upon receipt of the text and the specifications according to item 7.

10. The Contractor shall be obliged to have the translation performed free of faults. Insignificant faults shall be disregarded. The Contractor shall furthermore be obliged to make sure that translations are performed without any reductions or additions. The Contractor shall reserve the right to insert comments, footnotes, etc. for better understanding of the text in the target language where necessary. The translator shall work in accordance with common practices and carry out their work to the best of their knowledge and belief.
11. Finished translations shall be checked by the Contractor for completeness and data format as well as other faults visible at first sight and are then forwarded to the Customer. If there are no objections raised by Customer within 14 days - the deadline starting upon expiry of the day on which the translation was sent to the Customer in verifiable manner (e.g. dispatch record) - the translation shall be deemed as approved. In this case, the Customer shall waive all claims they could be entitled to due to any possible defects contained in the translation.

If the Customer makes a complaint about an objectively-identified and not insignificant fault within the 14 days period, this fault shall be described in text form (e.g. letter, fax, e-mail) as detailed as possible. At the same time, the Customer shall indicate the period of time within which the fault is to be corrected. The Contractor shall then effect the correction of the fault within the named period of time if it is reasonable, otherwise within a reasonable period of time.

If the first correction of the fault fails, the Contractor shall be entitled to correct the translation again on the basis of the fault described by the Customer again in text form as detailed as possible. If the second correction of the fault fails as well, the Customer shall be entitled to reduce the agreed fee or to rescind the contract as they deem fit. For the latter option, all rights to the translation shall remain with the Contractor.

The Customer shall only be entitled to any further rights due to deficient translations if the Contractor or one of its legal representatives or vicarious agents acted in an intentionally and/or grossly negligent manner. However, the Contractor shall be liable for violation of essential contractual obligations and damage to an individual's health if it bears any responsibility for such occurrences.

Liability shall in any case be limited to the foreseeable, typically occurring damage and shall include neither consequential damages nor lost profit. The amount of

liability shall be limited to double the agreed fee, however, to the maximum of EUR20,000 per event of damage.

12. If the agreed completion date for a translation is exceeded by more than 48 hours, the Customer shall be entitled to reduce the agreed fee for every further full day (24 hours) of deadline exceedance by 5% of the agreed fee, unless the deadline exceedance was as a result of force majeure. The Customer shall only be entitled to any further claims if the Contractor or one of its legal representatives or vicarious agents acted in an intentionally or grossly negligent manner.
13. The Contractor shall charge Customer for the fee for the translation service immediately upon its completion.
14. Without prejudice to the foregoing (data loss or data manipulation outside the sphere of influence of the Contractor), the Contractor shall keep the facts and circumstances that have become known to it in line with the performance of the contract confidential, unless the Contractor is obliged to disclose the information due to regulatory or court order, statutory provisions, etc.
15. The Contractor shall ensure that the Customer can use the translation unlimited with regard time and space and without any quantity restrictions according to the notified purpose of use. The Customer shall also be entitled to edit the translation and to transfer the rights to the translation to third parties by way of licence or otherwise. The Contractor shall release the Customer from all claims of the translator. However, the proprietary rights of use to the translation shall only be transferred to the Customer following complete payment of the fee. In turn, the Customer shall guarantee that they are entitled to all rights to the text to be translated and that they have unlimited authorization to have the text translated. The Customer shall release the Contractor from all claims in this respect.
16. For any possible failures on the internet or at providers that are not within the sphere of influence of the Contractor, the following shall apply: As far as the present terms and conditions stipulate communications by e-mail and the Customer could expect a response from the Contractor based on the circumstances of the actual case at hand and this response is not given, they shall be obliged to notify the Contractor in another appropriate manner (e.g. by phone or fax). Unfortunately, due to communications in electronic form between the Customer, the Contractor and the translator, 100% confidentiality cannot be guaranteed. In particular, it is not impossible for e-mails to disappear unnoticed or to be intercepted, falsified or distorted by third parties. The Customer shall be free to demand transmission by fax, letter post or courier if they reimburse the costs.

Without prejudice to the provisions mentioned previously in this paragraph (data loss or data manipulation outside the sphere of influence of the Contractor), the Contractor shall keep the facts and circumstances that have become known to it in

line with the performance of the contract confidential, unless the Contractor is obliged to disclose the information due to regulatory or court order, statutory provisions, etc. The translators used by the Contractor shall also be obligated by the Contractor to maintain confidentiality.

17. If any provisions of these terms and conditions are or become invalid, this shall not affect the validity of the remaining provisions. In addition, German law excluding the United Nations Convention on Contracts for the International Sale of Goods shall apply exclusively to the contractual relationship between the Contractor and the Customer.

Where permissible, Heidelberg shall be exclusive place of jurisdiction.

Dated: 13 October 2011