

## General Terms and Conditions of Business

### I. General

The following terms and conditions shall apply to all services and performances rendered by mpü. Any deviating terms and conditions of the Client are invalid, even if not expressly contested. Such deviating conditions shall only apply if and to the extent to which they are expressly acknowledged in writing in individual cases. Amendments of any description whatsoever and any verbal agreements shall only be valid if and to the extent to which they are expressly acknowledged in writing by mpü. The content and scope of mpü's obligations to render services and performances shall be solely determined according to the written quotation, the written confirmation of order and these terms and conditions.

### II. Quotations, Acceptances of Orders

Only the Managing Director and the holder of a commercial power of attorney at mpü are authorised to issue binding statements, to conclude contracts and to collect. mpü shall abide by its quotations for a period of one week. Such quotations shall only be binding in written form or text format and may only be accepted in written form or text format. The verbal acceptance of a quotation as well as the verbal/textual/written placement of an order shall only be effective once mpü has issued the confirmation of order in written form or text format. The delivery periods as well as quantity, measurement, size, time, weight and colour specifications cited in quotations, confirmations of order, contracts etc. should only ever be considered as approximate. Similarly, the number of pages, words, lines (50 keystrokes/line) and hours quoted refers to the roughly estimated probable quantity to be invoiced from which the actual quantity may, in some circumstances, considerably deviate in the subsequent invoice due to diverse factors. Any increases in quantity, in scope or in complexity automatically result in accordingly extended delivery times and will be charged extra. Unless expressly stated deviant, all cost estimates, quotations and the like, the price lists as well as all acceptances of orders always are based on the texts to be processed being delivered as fully machine-readable and offhand directly editable pure text files in DOC, RTF or TXT format. For the preparation of quotations and the like, mpü may invoice according to the time involved at an hourly rate of EUR 50.00, although this amount will not be credited if an order is placed. As to initial orders, mpü is entitled to make the order processing conditional on a 50% advance payment. All cited delivery periods and prices are based on the order being immediately placed and all documents and information necessary to execute the order being immediately tendered in a legible and easily editable and comprehensible format, instant payment of advance invoices as well as on delivery via e-mail.

### III. Prices, Invoicing

All prices are strictly net plus the statutory VAT. The costs of packaging, dispatch, transport insurance and other costs, costs paid to authorities and other third parties, fees, levies, etc., as well as costs of travel and board and lodging will, if applicable, be invoiced in addition. The basic translation will be calculated and invoiced by word or line number; the review (editing/proofreading by second translator) as well as any other activities will be calculated and invoiced at mpü's sole discretion according to the time involved or by word or line number. Though, at least the minimum rate as stated in the price list will be invoiced per language and job position as a flat rate. Word and line rates, hourly rates and flat rates include the receipt of the order, the execution of the subject matter as such and the delivery of unformatted continuous text in a text file in DOC, RTF, TXT or PDF format. The project and process management fee will be calculated and invoiced in addition for each item and it includes ensuring of the following current activities directly associated with the project process: text and file format analysis, process creation for linguistic/professional text and format editing, current handling with internal and external staff involved in the process including dealing with short text-related questions and the current communication with the Client, preparation of the translation with translation memory and final inspection, completeness check and QA check. Any other activities and in particular consideration of reference material, preparation of glossaries, maintenance of Translation Memories and Terminology Management, DTP work (particularly conversions, formatting, layout, transfer to other formats, into forms, graphics, images and the like, as well as their processing and/or preparation), renaming files according to customer requirements, download and upload from/to client-side document management systems, processing with OCR software, scanning work, manual counting and data entries or any activities resulting from defective materials provided by the Client, or resulting from modification/amendment/replacement of the original materials after placing of order or resulting from other customer-specific needs as well as any activities that may result from the fact that the text to be translated or to be processed does not meet the requirements as stated in Clause II, will be charged and invoiced in addition. mpü is entitled to submit appropriate interim invoices or invoices for payment in advance. An advance invoice is provisional only and the final invoice may be at variance with it. Invoices shall be issued electronically or printed on paper at mpü's sole discretion. Issuing of printed invoices, shipping of invoices to separate addresses and upload of invoices to client-side systems will be charged and invoiced in addition. Unless otherwise agreed, the prices in the mpü price list valid on the date of contract conclusion shall apply. mpü shall be bound by the agreed prices for goods and performances, insofar as the delivery or rendering thereof takes place or is to take place within four months of contract conclusion; thereafter mpü shall be entitled to invoice the valid prices on the date of delivery. In the case of goods or performances rendered within the scope of continuing obligations, mpü shall be entitled to opt for the second procedure at any time.

### IV. Execution of Order, Assistance

During each order execution phase the Client shall give active and immediate assistance with skilled professional personnel and, in an extensive and complete manner, provide any documentation, information and other assistance expedient to the order execution as soon as possible; this also applies to the Client's obligation to check and approve parts of the order section by section. In the same manner and without being specifically requested to do so the Client shall inform mpü of all data needed for proper invoicing (such as order no., vendor no. Project no., name of the project, the legal company address including the legal company name, Vat-ID, deviant mailing address where applicable) as well as of all additional data needed by the Client for the processing and settlement of the mpü account. For performances rendered within the Client's operation (such as e.g. workshops) the Client shall provide the necessary premises to this end, including the necessary furnishings, at no charge, and shall promptly make an easily reconstructable data backup prior to the EDP hardware or software being used or accessed in any way. Unless otherwise imperatively stipulated in the object and contents of the order, mpü shall not verify whether the texts, documents, information, disclosures, etc. supplied by the Client are contextually, technically and factually correct, plausible and/or complete.

### V. Consultancy Services

The Client shall immediately review any drafts, documents, records, formulations, proposals, layouts, models, etc., of whatsoever nature, developed by mpü within the scope of the consultancy activities for contextual, factual, technical and legal accuracy, plausibility and completeness, as well as for risks and feasibility, with any concerns being voiced in writing; verification, consideration and, if applicable, prevention of possible impacts or incompatibilities on or with facts, documents, records, structures, legal relationships, etc. outside the order shall be incumbent solely upon the Client. Consultancy services and the contents provided or transmitted to the Client to this end shall remain the intellectual property of mpü; the Client shall use them solely for its own internal purposes, the use on behalf of third parties as well as the transfer to third parties is excluded. Legal consultancy is not the object of the order and shall not be performed by mpü. Consultancy services shall be considered as rendered as soon as the agreed inspections, analyses, etc. and the resulting conclusions have been compiled together with the Client and the latter has been notified thereof; if and when they are implemented is irrelevant. mpü shall not be liable and shall assume no warranty for the occurrence of forecast positive effects or for the non-occurrence of negative effects; the achievement or the occurrence of a specific economic or actual success or effect shall, even inasmuch as such is aspired with the order, not be owed.

### VI. Delivery

As a general rule, unless otherwise imperatively stipulated in the object and contents of the order, the material will be delivered unformatted in continuous text. In principle, dispatch ensues via electronic transmission via e-mail file attachments to the address provided at the time the order is placed. It is the Client's responsibility to ensure that his/her e-mail mailbox is always ready to receive unlimited mail during the entire order handling time, with any restrictions in e-mail receipt being immediately disclosed. mpü shall be authorised to make appropriate partial deliveries and to invoice each of these separately.

### VII. Delivery Period

Any cited or agreed delivery periods should only ever be considered as approximate, with fixed dates being precluded. In the event that a delivery period is exceeded, the Client shall remind mpü in writing and set an appropriate period of grace for the delivery. Any difficulties in delivery, arising at the location of mpü

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or the vicarious agents or assistants thereof, whether as a consequence of Act of God, official measures, strikes, unrest, fire, transport, energy, transmission or similar disturbances, will interrupt the course of any delivery periods and deadlines. Any such interruption will end with the elimination and/or the end of the relevant disturbance. mpü shall undertake to immediately inform the Client of the beginning, probable duration and end of the interruption, as well as the underlying reason for said interruption. If the Client is in arrears of payment and in the case of advance invoices, mpü may cease all further activity and withhold further deliveries until receipt of payment; the same applies if the Client fails to provide the data pursuant to Clause IV 2<sup>nd</sup> sentence until the data are provided. Damages due to a delay in delivery or any impossibility for which mpü is responsible shall be treated in accordance with Clause XI.

### VIII. Acceptance, Notice of Defects, Warranty

The delivered services and performances shall be **immediately inspected by the Client** with regard to correctness and completeness and especially with regard to the correct and complete transmission and use of names, internal designations, dates, figures, units of measurement, checkmarks and other such things. The Client should accept the delivery if no significant defects are recognizable. All complaints with reference to obvious defects should be reported to mpü in writing within a preclusive period of 7 days of receipt, otherwise the delivery will be considered as having been accepted. The Client's warranty claims shall be restricted to subsequent performance. Should subsequent performances fail, the Client may reduce the remuneration or withdraw from the contract, at his/her discretion. Damages are limited to the cases cited at Clause XI. In deviation to the statutory regulation the warranty period is 1 year and begins, unless otherwise bindingly prescribed by law, at the time of delivery.

### IX. Industrial Property Rights, etc., Verification

mpü will not verify whether or not the ordered work infringes any third party industrial property rights (such as e.g. copyrights, trademarks, brands, etc.) or violates any statutory provisions in word, illustration or layout or otherwise, nor will mpü verify whether or not the ordered work is correct, plausible and/or complete, etc. as regards content. The Client shall indemnify mpü against any claims filed by third parties against mpü due to such infringements, inaccuracies, etc. and the consequences thereof. **It is the Client's own responsibility to verify** that the texts, illustrations, graphics, etc. created or delivered by mpü do not infringe any industrial property rights or laws and to ensure the contextual accuracy, plausibility and completeness thereof. Should mpü nevertheless make any allusions to individual infringements, violations, inaccuracies, etc., no responsibility shall be accepted for the accuracy of such allusions, neither shall they be considered as an inferred guarantee that the remaining text is free of error, nor shall they release the Client from his own obligation to verify.

### X. Text Quality, Terminology, Print, Publication

The Client shall be responsible for the accuracy, completeness, comprehensibility and legibility of the documents to be provided to mpü, as the latter will not perform any verification in this regard. Any symbols, abbreviations, words, terms, formulations, figures of speech, passages, texts, etc. in the source text, which are generally regarded as or could be understood to be incomprehensible, confusing, ambiguous or illegible, etc. or which conform to neither the general word pool and/or parlance nor the vocabulary of the relevant specialty subject in the source language should be explicitly clarified by the Client. Should the Client not specify the system of notation for names, internal designations and such like, which do not figure in the Latin alphabet, mpü may avail itself, without prior consultation, of a system of notation, which reflects the sound characteristic as closely as possible. mpü shall not be obligated to perform a special verification or to conform with international transcription conventions in this respect. Should adherence to or use of a specific terminology be desired, the Client should provide such terminology when placing the order. In the absence of other instructions on the part of the Client, the translation will be performed literally, analogously, or in accordance with culture and mentality at mpü's complete discretion, with technical terms also being translated into the customary international, prevailing national or generally accepted version at mpü's complete discretion. **Should translations, texts etc. delivered by mpü be used as print layouts or be reproduced, published or put into circulation or be used in any other way, it is imperative to order and to perform review (editing/ proofreading by second translator) for translations and in addition to subject the clean copy to a final check (correction of galley proof) prior to printing, duplication, publication and/or putting into circulation, otherwise mpü will not be liable for any damages, losses etc. resulting from mistakes, errors, faults or omissions etc., irrespective of the underlying legal reason. The same applies if any errors or defects in the delivered work might lead to detriment.**

### XI. Liability

The liability of mpü and its vicarious agents and assistants is restricted to cases arising from gross negligence and intention. The amount of liability, irrespective of the underlying legal reason for the liability, is restricted to the net order amount (excluding VAT). Liability for lost profits or indirect consequential damage is precluded. Liability for damages arising from injury to life, body or health shall not be affected by these restrictions. Unless otherwise dictated by emergency situations, the Client shall not deliver any originals that are either irreplaceable or would be difficult to replace. In such case he/she shall make copies of any originals prior to delivery and keep them on file.

### XII. Payment, Offsetting, Assignment

All invoices issued by mpü will be immediately payable strictly net as well as free of postage, fees and charges. Cheques and acceptances will be discounted subject to the cashing thereof; all costs and expenses shall be borne by the Client. The Client may only offset uncontested or legally determined debt claims; the assignment of claims against mpü shall be precluded.

### XIII. Place of Fulfilment, Place of Jurisdiction, Severability Clause

Place of fulfilment is Ulm/Donau. Ulm/Donau is agreed as the place of jurisdiction, insofar as this is legally admissible. The laws of the Federal Republic of Germany apply exclusively. The ineffectiveness of any individual provisions shall not affect the validity of the remaining terms and conditions. The parties shall replace any ineffective provisions with those provisions that most closely resemble the economic purpose of the ineffective provision, with the same applying to any gaps.