

## General Terms and Conditions (GTC) of TRANSLATION-PROBST plc

### 1. Validity of the GTC

1.1 TRANSLATION-PROBST only provides its services on the basis of these GTC. The GTC generally apply to all orders which customers place with TRANSLATION-PROBST. TRANSLATION-PROBST expressly states that it does not consent to any existing general terms and conditions of the customer which differ from these GTC.

### 2. Conclusion of the contract

2.1 The terms and conditions which TRANSLATION-PROBST gives to the customer before he / she places an (electronic) order legally constitute an invitation for tenders.  
 2.2 Once TRANSLATION-PROBST has confirmed the order in writing, the contract will come into force at the corresponding prices and subject to the applicable terms and conditions (cf. 2.1). The start of the delivery period is the point in time when the order is confirmed by TRANSLATION-PROBST.  
 2.3 The customer is liable for any orders which are placed via his / her login.  
 2.4 Delivery times are only binding if they have been confirmed in writing by TRANSLATION-PROBST.  
 2.5 TRANSLATION-PROBST reserves the right not to accept orders from customers. Reasons for refusal of an order are in particular: texts with illegal content or ones which are in bad taste. Another reason could be the existence of circumstances which make completing an order seem unreasonable. In the event that an order is refused, the customer is not entitled to any compensation.

### 3. Scope of services and usage rights

3.1 TRANSLATION-PROBST provides high-quality services in the fields of translation, proofreading, editing and interpreting.  
 3.2 TRANSLATION-PROBST undertakes to meet the generally accepted standards of care in the industry, which must be considered based on the specific circumstances of each individual order. When performing the contract, TRANSLATION-PROBST has the current level of knowledge expected in the industry in the corresponding subject area and/or the respective languages.  
 3.3 For translations this means in particular that the texts are translated correctly and professionally into the requested language – without any words being left out or added or any other changes being made to the content. During this process, the source texts are either translated literally or to convey the general meaning of the original and taking into consideration the cultural mentality, in accordance with the generally accepted quality standards of the translation industry of the corresponding language area.  
 3.4 The customer's specialist terminology will only be taken into consideration if this has been expressly agreed and if sufficient documentation (e.g. vocabulary or terminology lists) is made available before the order is placed. Otherwise, specialist terminology will be translated in accordance with accepted quality standards (cf. 3.3).  
 3.5 In the event that a translation is subject to copyright protection, TRANSLATION-PROBST will take any legal measures available to it to ensure that the customer is given the usage and exploitation rights, which are unlimited in terms of geographic location, content and duration. This includes the right to make amendments to the said texts and to pass them on to third parties.

### 4. Responsibilities of the customer

4.1 Once the customer has received the order confirmation, the payment is due. Payments must be made in Swiss francs, euros or U.S. dollars within the framework of the payment procedures made available by TRANSLATION-PROBST.  
 4.2 TRANSLATION-PROBST may make the conclusion of the contract subject to an advance payment or a bank guarantee.

### 5. Provision of services

5.1 The service ordered will be provided to the customer in accordance with the details on the order form.  
 5.2 Other forms of dispatch will only be conducted based on an express agreement made in advance. Any shipping costs shall be borne by the customer.  
 5.3 TRANSLATION-PROBST undertakes to provide the services correctly to the contact person specified in the order form. **TRANSLATION-PROBST accepts no liability for any delays resulting from failures of digital / electronic networks (communication networks or gateways of other operators).**

### 6. Notification of defects

6.1 The customer shall examine the service provided as soon as he / she receives it and make a note of any defects. Obvious defects must be reported immediately and hidden ones as soon as they have been identified.

### 7. Reworking

7.1 In the event and insofar as a service deviates from the contractually negotiated requirements, the customer shall give TRANSLATION-PROBST a reasonable deadline to make the necessary improvements. This does not apply in the event that the deviations were caused by the customer (e.g. by providing incomplete information or erroneous source texts).  
 7.2 Only if the defect is not rectified within the agreed deadline is the customer entitled to the legal remedies stipulated in the Swiss Code of Obligations and referred to in the contract for services.

### 8. General limitation of liability

8.1 **Contractual claims for damages or liability based on reliance at a pre-contract stage asserted against TRANSLATION-PROBST or its vicarious agents shall not be accepted in the case of ordinary or moderate negligence.**

### 9. Settlement and assignment

9.1 The customer may only offset undisputed and payable claims against claims of TRANSLATION-PROBST.  
 9.2 Assigning rights from a contract with TRANSLATION-PROBST shall require the approval of the latter to be valid.

### 10. Return of documents and data

10.1 Any data received from the customer within the framework of the contract and the contractual services of TRANSLATION-PROBST (in general finished translations and edited texts) will be archived by TRANSLATION-PROBST to a large extent. Such data shall be deleted, insofar as the customer expressly requests it.

### 11. Termination

11.1 The customer may terminate the contract prematurely in accordance with the provisions of the Swiss Code of Obligations.  
 11.2 In such an event, TRANSLATION-PROBST must be reimbursed for any costs resulting from the performance of the contract until the date on which the contract is terminated. **The claim of TRANSLATION-PROBST for reimbursement of the costs shall in any case, irrespective of the date of the termination of the contract, amount to at least 50 percent of the contractually negotiated payment.**

### 12. Non-solicitation clause

12.1 The customer undertakes not to recruit or employ without the approval of TRANSLATION-PROBST any persons (translators, editors or interpreters, among others) for the duration of the cooperation between the parties and for a period of one year thereafter.

### 13. Written form

13.1 Subsidiary agreements, assurances and any other agreements, as well as amendments and additions to the contract, must be made in writing to be valid.  
 13.2 Emails and faxes also constitute written form.

### 14. Place of performance

14.1 The place of performance for all contractual services is the registered office of TRANSLATION-PROBST in Winterthur, Switzerland.

### 15. Applicable law and place of jurisdiction

15.1 All contracts which TRANSLATION-PROBST concludes are subject to Swiss law exclusively.  
 15.2 **For any disputes arising from contractual agreements with TRANSLATION-PROBST, Winterthur shall be the place of jurisdiction.**

### 16. Partial invalidity / Severability

16.1 In the event that a provision of the contract, including these General Terms and Conditions, is or becomes fully or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. Instead of the unenforceable provision, a replacement provision shall apply which corresponds to the purpose of the agreement or at least is similar to it and which the parties would have negotiated in order to achieve the same economic result if they had known that the provision in question was unenforceable.

### 17. Confidentiality, data protection and inherent risks

17.1 TRANSLATION-PROBST will endeavour to maintain the secrecy of the transmitted texts. However, TRANSLATION-PROBST cannot guarantee that there will be 100% secrecy, because it cannot be completely ruled out that unauthorised third parties could gain access to the transmitted texts as a result of the electronic data communication.  
 17.2 TRANSLATION-PROBST will also endeavour to examine the electronic data communication in accordance with the latest technological advances for any viruses or sabotage programmes. However, 100% protection from viruses or acts of sabotage cannot be guaranteed even when due care is exercised. The customer is expressly made aware that there is a residual risk.  
 17.3 The customer is hereby informed of the fact that TRANSLATION-PROBST mechanically processes personal data in a form which is machine readable and for duties arising from this contract.  
 17.4 Insofar as TRANSLATION-PROBST commissions third parties to provide the services offered, the former shall be entitled to pass on to the third parties in question participation data, provided that it complies with the provisions of the Swiss Data Protection Act. In addition, it is entitled to do so in any cases in which the identification, limitation and rectification of faults and errors in the systems of TRANSLATION-PROBST, as well as in any third-party systems used, require data to be transferred.  
 17.5 TRANSLATION-PROBST declares that its employees and vicarious agents, including freelancers, which it commissions within the framework of this contract, have undertaken to maintain strict secrecy and comply with data protection laws and that TRANSLATION-PROBST has taken the necessary technical and organisational measures to ensure that it complies with the provisions of the Swiss Data Protection Act.

March 2011