

General Terms and Conditions (GTC) of TRANSLATION- PROBST Ltd.

1. Validity of the GTC

- 1.1 TRANSLATION-PROBST Ltd. only provides its services on the basis of these GTC. The GTC generally apply to all orders which customers place with TRANSLATION-PROBST Ltd. TRANSLATION-PROBST Ltd. 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 Ltd. gives to the customer before he/she places an (electronic) order legally constitute an invitation for tenders.
- 2.2 Once TRANSLATION-PROBST Ltd. 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 Ltd.
- 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 Ltd.
- 2.5 TRANSLATION-PROBST Ltd. 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. If refusing an order, TRANSLATION-PROBST Ltd. is not obliged to cite reasons, and 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 Ltd. provides high-quality services in the fields of translation, proofreading, editing and interpreting.
- 3.2 TRANSLATION-PROBST Ltd. 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 Ltd. 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 Ltd. 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 Ltd.
- 4.2 TRANSLATION-PROBST Ltd. 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 Ltd. undertakes to provide the services correctly to the contact person specified in the order form. TRANSLATION-PROBST Ltd. 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 Ltd. 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 Ltd. or its vicarious agents shall not be accepted in the case of ordinary or moderate negligence.

9. Invoicing

- 9.1 Invoices are generally issued electronically (by e-mail).
- 9.2 Invoices are to be paid within X days. If payment is not received, a reminder will be sent with a maximum payment deadline of 10 days.

10. Offsetting and transfer

- 10.1 The ordering party can only offset claims that are uncontested and currently due against the claims of

TRANSLATION-PROBST Ltd.

- 10.2 Transfer of rights arising from a contract with TRANSLATION-PROBST Ltd. is only allowed with the consent of TRANSLATION-PROBST Ltd.

11. Return of documents and data

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

12. Termination

- 12.1 The customer may terminate the contract prematurely in accordance with the provisions of the Swiss Code of Obligations.
- 12.2 In such an event, TRANSLATION-PROBST Ltd. 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 Ltd. 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.

13. Non-solicitation clause

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

14. Written form

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

15. Place of performance

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

16. Applicable law and place of jurisdiction

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

17. Partial invalidity / Severability

- 17.1 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.

18. Confidentiality, data protection and inherent risks

- 18.1 TRANSLATION-PROBST Ltd. will endeavour to maintain the secrecy of the transmitted texts. However, TRANSLATION-PROBST Ltd. 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.
- 18.2 TRANSLATION-PROBST Ltd. 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.
- 18.3 The customer is hereby informed of the fact that TRANSLATION-PROBST Ltd. mechanically processes personal data in a form which is machine readable and for duties arising from this contract.
- 18.4 Insofar as TRANSLATION-PROBST Ltd. 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 Ltd., as well as in any third-party systems used, require data to be transferred.
- 18.5 TRANSLATION-PROBST Ltd. digitally archives the names, addresses and any other information about its clients that is required for efficient order processing and marketing purposes. This data is fully protected from any third-party access. The employees of TRANSLATION-PROBST Ltd. will not disclose your data to third parties under any circumstances unless a client agrees explicitly to such a disclosure as an isolated case. Should a client wish to end their business relationship with TRANSLATION-PROBST Ltd., all the data of that client will be deleted immediately even without a specific request to do so.
- 18.6 TRANSLATION-PROBST Ltd. 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 Ltd. has taken the necessary technical and organisational measures to ensure that it complies with the provisions of the Swiss Data Protection Act.

October 2014

TRANSLATION-PROBST Ltd.
Winterthur | Lausanne | Schaffhausen