

# LANGUAGEWIRE GENERAL TERMS AND CONDITIONS OF BUSINESS (the “GTC”)

## 1. SCOPE

1.1 The following General Terms and Conditions of Business shall apply to all LanguageWire Services agreements between LanguageWire (hereinafter referred to as LW) and the Customer (together referred to as the “Parties”), including all other work and supplementary services, unless such work is exempted by express written agreement.

## 2. OFFERS AND ACCEPTANCES

2.1 To assist LW in preparing offers, the Customer shall provide a finished text to LanguageWire and must also describe the purpose and target group for the LanguageWire services required.

2.2 In addition, to assist LW in preparing offers, the Customer shall provide all of the information required for the performance of the assignment, including the necessary source materials, such as hardcopies, files, etc, and shall specify the type of delivery (electronic media, by computer network or as hardcopies).

2.3 Should the Customer require the use of IT programs besides those in common use in the translation sector, the Customer shall make these available for the performance of the assignment.

2.4 An offer can then be prepared based on an examination of the entire text.

2.5 LW’s quotation shall apply for 30 days from submission, after which LW will cease to be bound by it. A LW offer shall be regarded as accepted by the Customer once LW has received written acceptance of the offer.

2.6 The contractual conditions shall be governed by the agreement signed between the parties and LW’s General Terms and Conditions of Business. Subsequent changes, including additions and supplementary agreements, will require LW’s express written consent. Should such changes result in a delay in completion of the assignment, the delivery deadline agreed upon the commencement of the project shall be extended proportionately.

## 3. REMUNERATION

3.1 Unless otherwise specifically agreed in writing, remuneration to LW shall be based on a fixed price per word.

3.2 Should the assignment be performed on the basis of an agreed fixed price, the Customer shall be bound to defray all expenses associated with any additions or changes made as a consequence of instructions given by the Customer.

3.3 For additions and changes, unit or hourly rates shall be applied in accordance with the rates specified in the quotation.

3.4 Should the Customer cancel a project, the Customer shall pay for all work already completed and, where relevant, shall pay additional hourly compensation for analysis and preparation of the work that remains uncompleted. At the request of the Customer, LW shall hand over any completed work to the Customer.

3.5 The Customer may be invoiced for up to 20 percent of the parts of cancelled assignments that remain uncompleted.

## 4. THE CUSTOMER'S OBLIGATIONS

4.1 The Customer shall be responsible for the content of the materials supplied to LW. Such materials comprise original materials for editing or translation, instructions and other initial information about the assignment from the Customer.

4.2 If the Customer supplies software to LW for the performance of the assignment, the Customer shall ensure compliance with all legal obligations, licence agreements or other obligations. The Customer shall be responsible for the proper insurance of the software.

4.3 The Customer shall be responsible for final examination and approval of materials supplied to LW.

4.4 The Customer shall act loyally towards LW in all circumstances relating to the agreement between them. The Customer may not order assignments from LW the performance of which the Customer knows, or ought to know, might be detrimental to LW or in conflict with LW's best interests.

4.5 In addition to the content of the present clause 4, the Customer shall be liable for damages in accordance with the ordinary rules of Danish law.

4.6 Should the Customer fail to comply with one or more of the above stipulations and should this delay the completion of the assignment, the delivery deadline agreed at the commencement

of the project shall be postponed proportionately.

## 5. LW'S OBLIGATIONS

5.1 LW shall perform the Customer's assignment in a professional and cohesive manner.

5.2 LW shall provide the Customer with the best possible service, e.g. detailed and up-to-date information, invoicing and administration.

## 6. DEFICIENCIES

6.1 Once LW has delivered the finished materials to the Customer, the latter will be responsible for thoroughly examining the materials. If the Customer wishes to claim a deficiency in the work, as soon as the deficiency has been discovered or should have been discovered, and at the latest within 30 days of delivery, the Customer must submit written information about the deficiency to LW with appurtenant details. If the Customer fails to make a claim as specified above, no deficiencies may be claimed at a later date.

6.2 The Customer shall expressly acknowledge that translations and interpretations of documents may vary. The Customer shall also expressly acknowledge that in some circumstances a particular word or sentence may be impossible to translate.

6.3 Deficiencies in the translations provided shall be rectified by LW within a reasonable period. Should LW fail to do so, after submitting a claim containing a reasonable deadline the Customer shall be entitled to revoke the agreement, demand a reduction of the remuneration or claim damages.

## 7. DELIVERY AND DELAYS

7.1 The principal means of delivery shall be by email or the Internet.

7.2 Should LW fail to deliver by the agreed deadline while not being entitled to an extension of the delivery deadline in accordance with clauses 4.7 and 2.6, a Customer wishing to claim breach of contract shall submit a claim to LW specifying a time limit of no less than 5 business days. Should LW fail to deliver by the deadline established by the Customer, the Customer shall be entitled to claim breach of contract in accordance with the ordinary rules of Danish law. No such breach of contract claim may be claimed if LW delivers the work prior to the expiry of the deadline.

## 8. LIMITATION OF LIABILITY

8.1 LW shall solely be liable for direct losses resulting from defects in the delivered product or liability-incurring conduct on the part of LW. Liability-incurring conduct is defined in accordance with the relevant ordinary rules of Danish law. LW shall not be liable for consequential losses such as trading losses, loss of profits, printing and distribution costs etc. as a consequence of delays or deficiencies in the delivered product. LW shall not be liable for losses by third parties as a consequence of defects in the supplied product.

8.2 LW accepts no liability for any loss, regardless of type, which the Customer or third parties may sustain as a consequence of delivering data by email or via computer networks in general.

8.3 LW shall not be liable for damages for projects where the Customer has not advised that the delivered product will be used for distribution/broadcasting to more than 100

people, including by email or by uploading on the Internet.

8.4 Under no circumstances may LW's liability for damages for any project exceed three times the project's invoiced amount excluding VAT (but maximum DKK 75,000 excluding VAT per project).

## 9. INTELLECTUAL PROPERTY RIGHTS

9.1 All intellectual property rights, including, but not limited to source codes, copyright, domain and trademark rights developed and/or created by LW during the performance of work for the Customer by LW shall remain with and belong to LW.

## 10. COMMUNICATION

10.1 LW and the Customer shall inform each other of any circumstances which may have a material impact on the performance of and the terms and conditions for the assignment.

10.2 All customers who enter into a contractual relationship with LW via the Internet, by fax, email or other similar forms of communication shall acknowledge that such forms of communication are subject to the same burdens of proof as those relating to agreements entered into in writing.

## 11. CONFIDENTIALITY AND ARCHIVING

11.1 LW shall treat all materials delivered by the Customer relating to the assignment as confidential. LW may not divulge materials and information relating to the assignment to any third party without the Customer's consent.

11.2 Clause 11.1 shall also apply to the external suppliers contracted by LW. LW signs confidentiality agreements with all of its external

suppliers.

11.3 At the request of the Customer, LW shall return all materials relating to the assignment supplied by the Customer. LW shall destroy or return all other confidential materials to the Customer produced during the course of the assignment. These materials include printed documents, notes, photocopies and electronic files.

11.4 Regardless of the content of clause 11.3, LW reserves the right to maintain an archive and fully functional backup copies of completed materials.

## 12. PERSONAL DATA PROTECTION

12.1 The Parties acknowledge that in most cases LW will not process data on behalf of the Customer.

12.2 The Parties acknowledge that in certain cases, LW will act as data processor on behalf of the Customer in respect of personal data processed under this agreement. In those situations, LW will comply with all of its obligations set out under Schedule 1 (Data Processing and Transfer Agreement).

## 13. PAYMENT TERMS

13.1 Unless otherwise stated on the invoice, offer or other written agreement between LW and the Customer, payment shall be due on the delivery date plus 14 days. If invoices are not paid on time, penalty interest of 2 per cent per month or part thereof shall be added to outstanding invoices as from the due date. The payment of penalty interest does not preclude LW from claiming damages for additional losses which

- the Customer files for bankruptcy or suspends payments

may have resulted from the purchaser's failure to comply with the payment obligations.

13.2 The Customer shall make payments to LW as though delivery had been made on time, even if delivery is delayed due to the circumstances of the Customer. The Customer shall not be entitled to deduct or hold back any part of the payment due as a consequence of counterclaims, unless this has been agreed with LW in writing.

13.3 If the invoice is not paid within ten days of the expiry of the deadline, LW shall be entitled to stop all work relating to the assignment and to retain all completed materials until it has received a receipt for payment of the amount of the invoice.

## 14. FORCE MAJEURE

14.1 Neither of the parties shall be liable for faults or delays in the performance of their obligations under the present agreement if such faults and delays are caused by circumstances beyond the control of the party concerned. Strikes or other labour market disputes which can only be settled in a manner which is reasonably unacceptable to the party concerned shall not be regarded as a circumstance within the control of the party concerned.

14.2 Should such circumstances as described in clause 13.1 arise, the party affected by the circumstance shall immediately inform the other party thereof.

## 15. TERMINATION OF THE AGREEMENT

15.1 LW may terminate the agreement with the customer without prior notice and shall not be obliged to renegotiate this agreement, if

- LW's operations are interrupted by force majeure

- the Customer is unable to meet its payment obligations
- through its actions or negligence the Customer prevents LW from performing, or makes it impossible for LW to perform, the assignment in accordance with the present agreement
- the Customer requires LW to act contrary to good technical or professional business practice in the performance of the assignment, or
- the Customer otherwise materially breaches the contract.

15.2 Should the agreement be terminated as a consequence of the aforementioned circumstances, LW shall be entitled to full payment for the work already performed at the time of termination. In such circumstances, LW shall also be entitled to claim damages in accordance with the ordinary rules of Danish law, cf. clause 4.6.

## 16. GOVERNING LAW AND LEGAL VENUE

16.1 Any dispute between the parties shall be settled in accordance with Danish law without consideration of the rules of international private law.

16.2 Should the parties be unable to reach a negotiated agreement, the dispute shall be submitted to the City Court of Copenhagen as the court of first instance.

## 17. AGREEMENT TERMS AND CONDITIONS

17.1 Should any term or condition of the present General Terms and Conditions of Business, or a term or condition within the framework of other agreements, be or become inapplicable, this

shall not affect the applicability of the remaining terms and conditions. The parties shall undertake to replace any inapplicable term or condition with a legal agreement that shall be in as close as possible accordance with the inapplicable term or condition with regard to its financial consequences.

## 18. SCHEDULES

18.1 The following Schedules are attached to this GTC:

- Schedule 1 (Data Processing and Transfer Agreement)