

# LANGUAGEWIRE GENERAL TERMS AND CONDITIONS OF BUSINESS

## 1. SCOPE

1.1 The below terms and conditions of business shall apply to all translation assignment agreements between LanguageWire (hereinafter referred to as LW) and the Customer, including all other work and supplementary services unless such work is exempted by express written agreement. See Statement of Work for detailed scope.

## 2. OFFERS AND ACCEPTANCES

2.1 To assist LW in preparing offers the Customer shall provide a finished text for translation and must also describe the purpose and target group for the translation.

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

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 ceases to be bound by it. An 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 regulated by the agreement signed between the parties and LW's terms and conditions of business.

Subsequent changes, including additions and supplementary agreements, require LW's express written consent. Should such changes result in a delay in completion of the assignment, the delivery deadline agreed upon 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 word price as specified in the quotation and the Collaboration Agreement.

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

3.3 Unit or hourly rates shall be applied in accordance with the rates specified in the quotation for additions and changes.

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, which 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 per cent of the parts of cancelled assignments, which 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 performance of the assignment, the Customer shall ensure compliance with all legal obligations, licence agreements or other obligations. The Customer shall be responsible for proper insurance of the software.

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

4.4 Materials provided to LW by the Customer may not contain sensitive personal details, cf U.K. Data Protection Act.

4.5 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 should know, might be harmful to LW or conflict with LW's best interests.

4.6 In addition to the contents of the present clause 4, the Customer shall be liable for damages in accordance with the ordinary rules of U.K. law.

4.7 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 coherent 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 delivers the finished materials to the Customer, the latter is responsible for thoroughly examining the materials. If the Customer wishes to claim a deficiency in the work, the Customer shall immediately he discovers or should have discovered the deficiency and at the latest within 30 days of delivery submit written information about the deficiency to LW with appurtenant details. If the Customer fails to claim in the way specified above, he cannot claim deficiencies at a later date.

6.2 The Customer shall expressly recognise that translations and interpretations of documents may vary. The Customer shall also expressly recognise that in some circumstances it may be

impossible to translate a particular word or sentence.

6.3 Deficiencies in the translations provided shall be rectified by LW within a reasonable period (i.e. 30 days). Should LW fail to do so, having submitted a claim containing a reasonable deadline the Customer shall be entitled to revoke the agreement, demand a reduction in 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 paragraphs 4.7 and 2.6, the Customer, if he wishes to claim breach of contract, shall submit a claim to LW specifying a time limit of not less than 5 weekdays. 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 U.K. law. No such breach of contract claim may be made, if LW delivers the work prior to the expiry of the deadline.

## 8. LIMITATION OF LIABILITY

8.1 LW shall solely be responsible 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 rules of ordinary U.K. law. LW shall not be liable for consequential losses such as trading losses, loss of profit, printing and distribution costs etc. as a result of delays or deficiencies in the delivered product. LW

shall not be liable for losses by third parties as a result of faults in the supplied product.

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

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 invoice amount ex VAT (but max GBP 8,500 ex VAT per project).

## 9. INTELLECTUAL PROPERTY RIGHTS

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

## 10. COMMUNICATIONS

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

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

## 11. CONFIDENTIALITY AND ARCHIVING

11.1 LW shall treat all materials delivered by the Customer relating to the assignment with confidentiality. LW may not divulge materials and information relating to the assignment to third parties without the Customer's consent.

11.2 Paragraph 11.1 shall also apply to the external translators employed by LW. LW signs confidentiality agreements with all of its external translators.

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 paragraph 11.3, LW reserves the right to keep an archive and fully functional backup copies of completed materials. Digital backups are stored in a bank box.

## 12. PAYMENT TERMS

12.1 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 net 30 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 from the due date. The payment of penalty interest does not preclude LW from claiming damages for additional losses which may have resulted from the purchaser's failure to comply with payment obligations.

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

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

## 13. FORCE MAJEURE

13.1 Neither of the parties shall be liable for faults or delays to 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.

13.2 Should such circumstances as described in paragraph 13.1 arise, the party affected by the circumstance shall immediately inform the other party.

## 14. TERMINATION OF THE AGREEMENT

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

- the Customer files for bankruptcy or suspends payments

- LW operations are interrupted by force majeure
- the Customer is unable to meet his payment obligations
- the Customer by his actions or negligence 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
- the Customer otherwise materially breaches the contract

14.2 Should the agreement be terminated as a result of the abovementioned 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 U.K. law, cf paragraph 4.6.

## 15. APPLICABLE LAW AND VENUE

15.1 All disputes between the parties shall be settled in accordance with U.K. law without consideration for rules of international private law.

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

## 16. AGREEMENT TERMS AND CONDITIONS

16.1 Should any term or condition of the present 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 possible inapplicable term or condition with a legal agreement which shall accord as closely as possible with the inapplicable term or condition in its financial purport.