

# General Terms and Conditions of Trade of 'Hoonsh Translations'

(valid from January 2003)

## 1. General

The client's contract partner is Ms. Ilka Huhnen. The general terms and conditions of trade are valid for the entire course of business. If a provision in these general terms and conditions of trade or any other contractual provision, in full or partially, should be invalid or rendered invalid, the validity of the rest of this contract will not be affected. The ineffective provision shall be replaced by a valid one which approaches the former as best possible.

The general terms and conditions of trade are acknowledged by the customer and are valid for the duration of the business connection. The client's general terms and conditions of trade are only binding to the contract partner when being expressly acknowledged by her.

Any agreements – including changes or completions – are subject to the contract partner's written acknowledgement.

## 2. Placement of order

Upon placing the translation order the client must indicate the source and target language, the subject and the topic of the text.

Any documents which are necessary for carrying out the translation have to be put at the contract partner's disposal without having to be demanded and at the commencement of the translation, these include clients' glossaries, illustrations, designs, tables, abbreviations etc.

The client has to inform the contract partner on commencement of translation of any special forms and formats to be used ( data carrier, number of copies, fair copies, outer appearance of the translation, data transfer etc.) If the translation is to be printed the client has to hand the contract partner a proof before the publication.

## 3. Carrying out work utilising a third party

The contract partner is entitled to make use of a third party to carry out all types of businesses. Contact between the client and the third party employed by the contract partner is only allowed with her approval. In principle the business connection exists exclusively between the client and the contract partner.

## 4. Delivery deadlines

Delivery deadlines are only valid when confirmed in writing by the contract partner. In the case of delay an adequate time extension is to be granted to the contract partner.

A delivery is regarded as made if the dispatch of the translation can be proved.

## 5. Prices

All offers and prices are without engagement. Prices are in Euro if nothing else is agreed upon. All prices stated in the offers are net without VAT.

Invoices do not contain VAT according to § 19 paragraph 1 turnover tax law.

The contract partner is entitled to have the actual and agreed costs arisen refunded on top of the arranged fee.

## 6. Terms of payment

Payment has to be made immediately on receipt of invoice without any deduction.

A deposit or a payment by instalments in accordance to the respectively completed amount of text can be arranged for extensive orders.

On exceeding the date of payment the usual bank interests will be charged.

## 7. Reliability

The contract partner can only be held responsible in case of gross negligence and intention.

If there are no special agreements on the translation's qualitative requirements or no specific requirements are obvious, the contract partner can translate the document to the best of her knowledge and belief.

The contract partner is not responsible for delays or deficiency in execution which arise due to the client giving either unclear, incorrect, incomplete information or documents or not putting information or documents at the contract partner's disposal in time as well as deficient or illegible source texts.

The contract partner is also not responsible for damage which arise due to interruption of business nor the business of any third party being enlisted for the execution of the order – especially interruptions due to acts of God like natural occurrences and traffic problems, network or server faults, any other line or transmission defect and other objections beyond the contract partner's scope of intervention. In these exceptional circumstances the contract partner is entitled to withdraw from the contract fully or partially.

The contract partner is also not responsible for damages occurring through viruses. On deliveries of files via email or any other form of remote transmission the client is concerned with the final check of the transferred files and texts.

If the client does not immediately, or within five working days at the latest, raise any written objection, the translation is considered as approved. In this case the client renounces any right he could claim for possible deficiencies within the translation.

Should the client rebuke an existing, significant deficiency within this period, the deficiency is to be described in as much detail as possible and the contract partner is to be given the opportunity to subsequently improve the translation. If the improvement proves unsuccessful the client has got the right to reduce the price or cancel the contract. Any further rights for the client including claims for damage due to non-performance are excluded. The responsibility is limited to the sum of the respective order.

The client is solely liable for the damage of rights, especially copyrights of third parties, due to the execution of his order. In placing the order the client releases the contract partner from any rights of third parties arising due to such infringement.

If texts that are handled by the contract partner should become a basis of legal agreements or contracts, in particular for usage in foreign countries, the contract partner will not be able to undertake a revision to find out, if the texts meet the respective foreign legal rights.

## 8. Reservation of ownership

The delivered translation remains the contract partner's property until all charges are fully paid. Up to this point the client has got no right to use it.

## 9. Confidentiality

All texts are to be treated confidentially. The contract partner commits herself to maintain absolute silence on any facts she learns in connection with her work for the client.

In view of the electronic transfer of texts and data as well as any other electronic form of communication between the client, the contract partner and possible third parties, the contract partner cannot guarantee absolute protection of trade and information secrets, because it cannot be excluded that unauthorized persons access the transferred data through an electronic manner.

## 10. Applicable law and legal place of jurisdiction

The contractual relationship and other business relations between the client and the contract partner are exclusively subject to German law excluding the international rights.

Legal place of jurisdiction is Krefeld, Germany.