

General Terms and Conditions of Business

(as at: 01.10.2017)

1. Sphere of validity

- 1.1 These General Terms and Conditions of Business (hereinafter: "**GTCB**") shall apply for all business relationships of DELTA with customers of DELTA (hereinafter: "**client**"). The GTCB shall apply only if the client is a company (§ 14 BGB), a legal entity under public law or a special fund under public law.
- 1.2 The GTCB shall apply in particular for contracts for the provision of translation services of any type including preparatory and subsequent work (hereinafter: "**translation services**"). Insofar as nothing to the contrary is agreed, the edition of the GTCB valid when the order is placed by the client or in any case the edition last notified in text form by the client shall apply as a framework agreement also for future contracts of a similar type, without the need for DELTA to refer to them again in each individual case.
- 1.3 The GTCB shall apply exclusively. Different, contradictory or supplementary general terms and conditions of business of the client shall only become an element of the contract insofar as DELTA has explicitly consented to their application. This requirement for consent shall apply in any case, for example even if DELTA carries out services for the client without reservation in the knowledge of the client's general terms and conditions of business.

2. Translation services, periods, deadlines

- 2.1 DELTA undertakes to render the translation services in a correct and professional manner in the agreed target language. No content-related review of the source or target text shall be carried out.
- 2.2 DELTA shall be entitled to also deploy external auxiliary agents (e.g. subcontractors) for provision of translation services.
- 2.3 Specialist terms shall be translated by DELTA into the customary linguistic version. If the client requests use of specific terminology, in particular a company's in-house terminology, this must be agreed when the order is placed. In this case the client shall be required to provide DELTA in text form with a corresponding glossary of the specific terminology to be used or other informative documentation that shows the specific terminology used unambiguously.
- 2.4 All orders for translation services shall be treated in strict confidence. DELTA's internal and external staff have an obligation of confidentiality in relation to DELTA. If the client's documents are to be preserved in special security containers, this must be agreed when the order is placed.
- 2.5 DELTA reserves the right to contact the client for clarification of individual statements or expressions but shall not be obliged to do so.

- 2.6 Insofar as nothing to the contrary is agreed, DELTA's translation service shall normally delivered as an electronic file by e-mail.
- 2.7 Periods and deadlines for deliveries and services promised by DELTA shall be valid only as approximations unless a fixed period or fixed deadline has been expressly promised or agreed. DELTA may – without prejudice to their rights arising from delay on the part of the client – demand from the client an extension of the periods for delivery and service or postponement of delivery service deadlines by the period in which the client fails to comply with their contractual obligations in relation to DELTA.

3. Conclusion of the contract

The offers of DELTA are without commitment and non-binding. The client's purchase order shall be deemed as a binding offer. Insofar as nothing different is stated in the purchase order, DELTA shall be entitled to accept this offer within two weeks by sending an order confirmation in text form.

4. Duties of cooperation and clarification

- 4.1 The client must notify DELTA in good time about particular types of implementation of the translation service (translation on data media, number of copies, stage ready for publication, external form of the translation etc.). Information and documents required for provision of the translation service must be provided by the client to DELTA without the need for a request and punctually (illustrations, drawings, tables, abbreviations etc.).
- 4.2 The way names, addresses and similar designations are to be written must be provided on a separate sheet in Latin characters attached to the source text. This shall also apply for illegible names and numbers in birth certificates or similar documents.

5. Fee

- 5.1 The fee plus VAT shall be due for payment by the client immediately after receipt of the translation service. It shall be payable within 5 (five) working days after receipt of the invoice issued by DELTA for the translation service.
- 5.2 The basis for billing in respect of translation services shall be DELTA's order confirmation in each case. This shall also apply for external translation services carried out, for example, in the client's office. Insofar as translation services are billed in accordance with hours worked, a part of half an hour shall be rounded up to a full half an hour and billed accordingly.
- 5.3 A cost estimation produced by DELTA upon request by the client shall be non-binding insofar as the parties have not agreed anything to the contrary in the individual case.
- 5.4 If a placed order is cancelled by the client, costs incurred by DELTA up to the time of cancellation must be reimbursed and the pro-rata remuneration for the parts of the translation already carried out up to the time of cancellation plus VAT must be paid.
- 5.5 From the due date for payment DELTA may demand maturity interest from merchants in accordance with the statutory provisions. In the case of delayed payment DELTA shall be entitled to demand default interest at the statutory level. Further rights of DELTA shall remain

unaffected. Reductions and discounts granted shall apply only for punctual payment of the agreed remuneration.

- 5.6 DELTA may demand an appropriate advance payment, due when the order is placed, in respect of an agreed fee that covers DELTA's anticipated costs for preparation and execution of the translation service. In the case of an expected net order value exceeding EUR 5,000 DELTA shall be entitled to demand from the client an advance payment amounting to 1/3 of the expected net order value plus VAT if applicable.
- 5.7 In the case of translation orders the processing of which requires a period exceeding one month, DELTA shall be entitled to demand from the client a pro-rata fee plus VAT for DELTA's part services rendered in the relevant calendar month. Section 5.1 sentence 2 shall apply correspondingly.

6. Liability, force majeure

- 6.1 If nothing to the contrary is stated in these GTCB including the provisions below, DELTA shall be liable for a breach of contractual and non-contractual duties in accordance with the statutory regulations.
- 6.2 DELTA shall be liable for compensation – irrespective of the legal reason – within the framework of fault-based liability in the case of intentional action or gross negligence. In the case of ordinary negligence DELTA shall be liable in accordance with the statutory regulations subject to a lower liability criterion (e.g. for exercise of due diligence in their own matters) only
- a) for damages and losses due to injury to life, body or health,
 - b) for damages and losses due to a substantial breach of an essential contractual duty (obligation, the fulfilment of which is essential to make implementation of the contract possible at all and on compliance with which the contracting partner trusts and should be able to trust); however, in such a case DELTA's liability shall be limited to compensation for the foreseeable, typical loss or damage.
- 6.3 The liability restrictions arising from 6.2 above shall also apply to breaches of duty by or for the benefit of persons for whose culpability DELTA is responsible in accordance with statutory regulations. They shall not apply insofar as DELTA has concealed a defect dishonestly or has provided a guarantee for the quality of the translation service or for the client's claims under the Produkthaftungsgesetz (Product Liability Act).
- 6.4 DELTA shall not be liable for impossibility of the translation service or for delays in performance insofar as they have been caused by force majeure or other occurrences not foreseeable at the time of conclusion of the contract (e.g. operational disruptions of any type, transport delays, strikes, lawful lockouts, staff shortages, difficulties in obtaining necessary approvals from authorities, regulatory actions by authorities) for which DELTA is not responsible. Insofar as such occurrences make performance substantially more difficult or impossible for DELTA and the hindrance is not merely temporary, DELTA shall be entitled to withdraw from the contract. In the case of hindrances of temporary duration, the periods for performance shall be extended or performance deadlines moved forward by the period of the hindrance plus a reasonable start-up period. Insofar as the further implementation of

the contract would be unreasonable for the client due to the delay, the client may withdraw from the contract by immediate written declaration to DELTA.

- 6.5 The client assures DELTA that the client holds all rights to the source text provided to DELTA or to the specific terminology (cf. Section 2.3) that are necessary for DELTA to render the translation services without breaching intellectual property rights of third parties (e.g. copyrights). If this assurance is incorrect and a claim is made against DELTA by a third party due to a breach of intellectual property rights, the client must indemnify DELTA immediately against such claims by third parties and compensate DELTA for all resultant damages and losses as well as damages and losses arising subsequently in this respect.

7. Client's claims for defects

- 7.1 The client must check the translation for freedom from defects immediately after receipt. Obvious defects in the translation must be notified to DELTA in text form at the latest 2 (two) weeks after receipt of the translation; other defects in the translation must be notified to DELTA by the client in text form at the latest 2 (two) weeks after they are discovered. In the relevant notification of defects the client must state the type and scope of defects. Punctual sending of the notification of defects shall suffice to maintain the client's rights relating to defects. Insofar as the client does not notify defects or does not do so within the prescribed period, the translation service shall be deemed to be approved.
- 7.2 Claims by the client for defects shall expire one year after acceptance of the translation service. This period shall not apply to the client's compensation claims from injury to life, body or health or intentional or grossly negligent breaches of duty by DELTA or their auxiliary agents which shall each expire in accordance with the statutory regulations.
- 7.3 Insofar as nothing to the contrary is stated expressly in these GTCB and/or the translation service is deemed to be approved in accordance with Section 7.1 above, the client shall have the statutory claims for defects.

8. Ownership, rights of use

- 8.1 The translation shall remain the property of DELTA until full payment of the fee for the translation service.
- 8.2 The client shall be entitled to use, publish and exploit the translation only after full payment of the fee for the translation service insofar as nothing to the contrary is expressly regulated in these GTCB or the parties have agreed something different in the individual case.

9. Place of jurisdiction / applicable law

- 9.1 The exclusive place of jurisdiction for all current and future claims including bills of exchange and cheque receivables, shall be the headquarters of DELTA. The place of performance shall likewise be the headquarters of DELTA.
- 9.2 The law of the Federal Republic of Germany shall apply, excluding UN sales law.

Bonn, 01.10.2017