

## Terms of Business

### 1. General

These terms of business (TOB) apply for all present and future business relations of ATP Lingua Herfort & Piculjan OEG, Statteggerstrasse 31b, 8045 Graz, Austria – hereinafter called ATP – with its employers, even if ATP does not make any references towards the TOB when accepting single orders. ATP performs its services solely on the basis of these terms of business.

### 2. Scope of Services

ATP binds itself to reflect the exact wording of an order in the agreed language in a professional manner and to make sure that the translation is done without any abbreviations, amendments or any other alterations concerning its content. Technical and individual terminologies introduced with the employer can only be considered, if sufficient and complete data such as previous translations or word lists are made available when the order is placed. Otherwise, technical terms are translated using the common, lexicographically justifiable or generally intelligible versions, respectively. Depending on the language and degree of difficulty 5-10 norm pages at 1,500 digital characters each per work day are edited. In order to execute business ATP is allowed to draw on third parties, if this appears to be appropriate. Contacts between the employer and third parties charged by ATP, need to have the explicit consent of ATP.

The employer is obliged to inform ATP of any special ways of performing a translation task (for instance: delivery on storage media, number of copies and layout of translation). The purpose of a translation (certificate, publication, legal purposes and patent proceedings etc.) is to be made clear to ATP. In case the translation is to be printed the employer is obliged to send a copy for correction to ATP. ATP cannot be blamed for errors arising from disregarding these obligations on the part of the employer. Value-added services such as DTP, print or layout design are to be stipulated separately and thus are charged extra. Generally, all orders are treated as strictly confidential.

### 3. Quotation, Order Confirmation and Placing of Orders

Oral quotations are non-binding and need to be confirmed by ATP in writing. A legally binding contractual relation is realised only through a written order confirmation. The employer places orders in electronic or any other form. Oral side agreements as well as alterations of orders are only subject to written confirmation by ATP.

### 4. Prices

As far as not arranged otherwise, all ATP quotations and prices are non-binding. They can be adapted to the actual conditions and the changed effort without further notice. The prices' currency is Euro, if no other currency is agreed. All mentioned prices of ATP quotations are net prices without VAT. Terms of payment, reductions or any other discounts are not granted, unless declared otherwise.

The translations are charged per norm lines of the translated text, one norm line = 55 characters including blanks. If not declared otherwise, the target text (result of the translation) is the basis for calculation. Suitable surcharges will be invoiced for express and weekend work.

### 5. Period of Delivery

Delivery deadlines are valid only if they have been confirmed by ATP in written form. Delivery deadlines are calculated by work days. In case no definite deadline has been agreed between the employer and ATP, delivery takes place within a period sufficient for an accurate performance. In case deadlines are not met a delay arises only when the employer hands in a written reminder. ATP is granted sufficient extra time (half of the originally stipulated delivery period). Only after this extra time has expired without any results the employer is allowed to cancel his order. With this cancellation all mutual claims expire. In case the agreed delivery deadline cannot be met due to events ATP cannot be made responsible for or due to acts of god, respectively (for instance: sudden sickness of the employee in charge, breakdown of ATP's IT-infrastructure that cannot be repaired in due time) the expiration of any deadlines is stopped. The employer has to be informed about such incidents immediately. The period continues when the issue in question has been solved. A claim to conversion or reduction is excluded in such a case.

### 6. Liabilities, Complaints, Warranty

In case no special agreements have been made concerning the translations' quality requirements or if no specific requirements can be deduced from the way the order has been placed, ATP will translate the text professionally to the best of ATP's knowledge and belief completely as well as corresponding to the text's meaning and grammatically correct for the purpose of information. In case the employer does not make any objections immediately or in written form within 10 work days, the translation is considered to be approved. Liabilities for any damage arising from the employer forwarding the service unverified are excluded. In case the employer blames ATP for an objectively existing and more than insignificant error within this 10-day period (date on delivery note or invoice, respectively), this error needs to be described as precisely as possible. In this case, ATP is entitled to make subsequent improvements. If the flaws are eradicated within the given period by ATP, the employer has no claim to reductions. With insignificant errors there is no right of withdrawal or reduction (reduction of payment). If the employer does not wish the flaws to be eradicated, no matter the reason, he is not entitled to reduce or decline payment. Only if the eradication of flaws is not satisfactory the employer is entitled to withdraw or reduce. Any further claims, no matter the cause in law, are excluded. Liabilities are in any case limited to the value of the order in question. No liabilities are assumed for errors in translations and deliveries caused by incorrect or incomplete information or source texts, respectively. Recourse of claims for damages of third parties is explicitly excluded. In case the employer does not indicate the purpose of the translation, especially if the translation is to be published, he is not entitled to make any claims for damage. In case the employer does not indicate that the translation is to be printed or if he does not accord ATP any proof before printing, he is totally responsible for any errors that may arise. Any figures are copied directly from the source text. ATP does not assume any liabilities for converting numbers, measurements and currencies. ATP does not assume any liabilities for source texts and other material provided by the employer, unless other explicitly different agreements have been made in written form. No liabilities are assumed for corrections if the source text has not been made available. The employer is responsible for the provided material being correct in terms of all legal issues, especially concerning competition law, trade mark law and naming rights. He is also responsible for any copyright issues and is obliged to indemnify ATP from any such liability claims.

### 7. Delivery

If not agreed otherwise, delivery of the translated texts is executed by mail or e-mail, depending on the scale of the order. The employer is obliged to confirm the reception of the translations immediately. The employer has to bear the risks of delivery (losses in transit). If not agreed otherwise, the provided material remains with ATP after order completion. ATP is not obliged to store the material or to treat it in any special way. Source texts are returned to the employer only by request, whereas the latter has to bear the risks of delivery.

### 8. Terms of Payment and Reservation of proprietary Rights

Invoices from ATP are to be paid immediately after reception without any reductions. ATP is entitled to demand a suitable payment on account. Private individuals, foreign employers as well as new customers are obliged to make a full payment in advance. With bigger orders a partial payment is required, since accounting is done in periods of two weeks with the translators. In case, the agreed terms of payment between the employer and ATP are not kept, ATP is entitled to stop working until the employer meets the obligations to pay. This also applies to orders with a fixed deadline.

The defaulting employer is obliged to send translations he has already received, yet are still under reservation of proprietary rights, back to ATP by request. Furthermore, in case of default ATP is entitled to demand default charges in line with banking practice starting from the first day of the default (invoice date + 7 days). The delivered translation or service remains property of ATP until fully paid; the employer has no right of use before that.

### 9. Copyright

Concerning the source texts of translation the employer is responsible for complying with copyright laws and indemnifies ATP from any liabilities in all respects. ATP does not assume any liability for material provided by the employer, shipping instructions, processing specifications and such. ATP is not obliged to make sure whether these comply with legal regulations. The copyright of the service remains with ATP (translation, font, graphics etc.). Assigning this right needs to be arranged separately.

### 10. Place of Jurisdiction and applicable Law

Place of fulfilment and jurisdiction for delivery and payment as well as all claims arising from this and law suits is Graz (even when the actual placing of the order in question has been agreed to be executed somewhere else). Only Austrian law is applicable.

### 11. Changes to these Terms of Business

ATP reserves the right to make changes to these terms of business any time and without giving reasons. The applicable version of the terms of business is always the current one by the time of the placing of the order.

### 12. Final Clause

Side agreements, promises and other arrangements as well as changes and amendments of the order need to be made in written form in order to take effect. If one provision of the present terms of business should be wholly or partly void, the remainder of these terms of business remains valid.