

General Terms and Conditions of the Interpretation and Translation Service HDS St. Gallen AG

1. Scope of Applicability

HDS St. Gallen AG (hereinafter referred to as HDS) exclusively provides services to its principals on the basis of these General Terms and Conditions.

2. Quotations, Purchase Orders

Quotations submitted by HDS shall be subject to change. Purchase orders shall become binding for HDS only once they have been confirmed in writing or once they are being performed.

3. Payment Terms

- (1) As a rule, a non-binding quotation shall be submitted to the customer prior to the performance of the purchase order.
- (2) Unless otherwise agreed upon, HDS shall provide the commissioned services at the agreed upon cost or at the currently applicable conditions plus 7.7% VAT.
- (3) It shall be at the discretion of HDS to demand a down payment on the agreed upon total price, or a cash in advance payment of the full amount as a condition for the rendering of the services.
- (4) The invoice shall be payable upon receipt without any deductions within 14 days after its date.
- (5) The full invoice amount shall be due upon receipt of the invoice. The payment date stipulated in the invoice shall be binding. Once the payment date stipulated in the invoice has passed, the customer shall be in immediate default of payment.
- (6) Any retention as well as offsetting by the customer shall be permissible only if the customer's account receivable has been legally determined or if it is undisputed. Retention rights of the customer shall be excluded unless they are based on the same contractual relationship.

4. Cancellation Terms

4.1 Interpretation Assignment

- (1) Cancellation of the assignment up to 4 calendar weeks prior to the event: 25% of the agreed upon price.
- (2) Cancellation of the assignment 4 to 2 calendar weeks prior to the event: 50% of the agreed upon price.
- (3) Cancellation of the assignment 2 to 1 calendar week prior to the event: 75% of the agreed upon price.
- (4) Cancellation of the assignment less than 1 calendar week prior to the event: 100% of the agreed upon price.

Interpretation technical tools that have not yet been delivered shall not be billed in any of the above mentioned cases.

4.2 Translation Assignment

As of the date the customer has confirmed the order, 100% of the agreed price shall be due.

5. Scope of Services, Licensing Right

HDS shall undertake to interpret the text submitted by the customer in a proper and professional manner in the language agreed upon in the purchase order. The generally effective quality standards in the translation industry for the respective language region shall apply. HDS shall ensure that the customer is granted unrestricted licensing rights for the processed text.

6. Delivery, Risk Transfer

- (1) The work product of HDS shall be delivered to the customer without HDS having to be prompted to do so. Unless otherwise agreed upon, delivery shall be made via email. Other arrangements shall also be possible subject to coordination with HDS (e.g. submission via postal services for notarized documents).

(2) Even in the absence of express agreements, HDS shall have the option to make partial deliveries. In the event of a delivery obstacle HDS is not responsible for, the delivery time shall be extended by the length of this interruption.

7. Title Retention

Until all existing accounts payable due from the customer have been paid, the delivered text shall remain the property of HDS.

8. Confidentiality, Data Privacy

(1) HDS shall undertake to keep the content of documents provided for translation confidential. All translations and provided documents shall be treated as confidential. Any sharing of translation services with third parties that is not affiliated with the purchase order shall be subject to Principal's prior consent.

(2) The customer is hereby advised that HDS shall collect, process, use and share with third parties any personal data provided by the customer if this is necessary for the compliant rendering of the services and for billing or if it is permissible otherwise according to the applicable legal provisions.

9. Warranty, Exclusion of Warranty

(1) Identifiable deficiencies shall be reported no later than 7 days after the submission of the translation and shall be claimed in writing. In the event that no deficiencies of the services are reported within said time period, the translation shall be deemed properly accepted.

(2) In the event that the translation should deviate from the agreed upon requirements, HDS shall submit a remedial translation within a reasonable time period set by the customer unless the deviations have been caused by the customer. A warranty for the usability or permissibility of the work product for the purpose of use desired by the customer shall not be provided.

(3) If a translation should contain deficiencies that are the result of hard to read, erroneous or incomplete text documents or on erroneous or incorrectly used customer terminology, such deficiencies shall not be part of HDS' scope of responsibility.

(4) The deficiencies shall be specified as concisely as possible by the customer. If the elimination of deficiencies should fail, the customer shall have the right to reduce the agreed upon compensation or to rescind the agreement.

(5) If the contract should be rescinded, all rights inherent in the translation shall be surrendered to HDS.

10. Liability

(1) HDS shall assume liability for damage compensation only if it or its employees or any other fulfillment agents are responsible for gross neglect or intent.

(2) The Customer herewith consents to the use of texts compiled for the Principal by the translator if needed as a reference on the translator's website or in any other promotional media as evidence of his/her work. This arrangement shall exclude projects performed by the translator on behalf of agencies, who in turn act as resellers and ask the translator for anonymity or client protection.

11. Governing Law and Place of Jurisdiction

(1) The purchase order and all arising claims shall be governed by Swiss law.

(2) The place of fulfillment and jurisdiction shall be St. Gallen, Switzerland.

12. Severance Clause

The effectiveness of these General Terms and Conditions shall not be affected by the voidance and ineffectiveness of individual provisions.