

LINGUA LEGIS GmbH

Standard terms and conditions ("Terms and Conditions")

§ 1 Scope of application

These Terms and Conditions shall govern all services that LINGUA LEGIS GmbH ("LINGUA LEGIS") offers or provides, directly or via third parties, to the respective customer (the "Customer"). For purposes of these Terms and Conditions, "Customer" shall mean solely entrepreneurs, legal persons under public law or special funds under public law within the meaning of section 310 (1) of the German Civil Code (*Bürgerliches Gesetzbuch*, "BGB"). By confirming an order, the Customer acknowledges and accepts in full the Terms and Conditions, which shall apply for the entire duration of the business relationship. Any conflicting terms or conditions shall be of no force or effect unless expressly confirmed by LINGUA LEGIS in writing.

Any ancillary agreements, undertakings or other agreements as well as any amendments or supplements to these Terms and Conditions must be in executed in text form to be valid. The foregoing shall also apply to any waiver of the text form requirement.

§ 2 Inquiries and offers

In order to facilitate smooth cooperation to the greatest extent possible, orders may also be accepted by telephone or on an informal basis. Any estimates of the total value of the respective order that are given based on the information a potential Customer has supplied over the telephone shall be non-binding. Should the Customer require a binding offer, the complete source text must be submitted to LINGUA LEGIS for analysis and quotation purposes.

§ 3 Scope of performance and obligations of the Customer

1. The scope of services to be rendered by LINGUA LEGIS in the given case shall be based on the binding order submitted in text form by the Customer and confirmed accordingly by LINGUA LEGIS.
2. The translation work will be performed in accordance with the principles and standards of the profession. Absent any special written instructions or reference documents, provided by the Customer, texts will be translated and/or corrected based on the commonly used or generally understandable, i.e., lexicographically acceptable version.
3. The Customer shall provide the source text to LINGUA LEGIS in a timely fashion and legible format.
4. If a translation is commissioned for the purpose of printing on signage or products, the Customer shall inform LINGUA LEGIS of this fact and provide a proof version for correction before it goes to print.
5. Where the Customer provides LINGUA LEGIS with information, documents, videos and other materials (in particular texts, fonts, illustrations, drawings, tables, etc.) itself or via third parties, the Customer shall ensure that it holds the rights required for this purpose. The Customer shall also ensure that LINGUA LEGIS is authorised to use the information, documents, videos and other materials

provided for purposes of performing the Customer's assignment.

6. The Customer shall indemnify LINGUA LEGIS on first demand against any and all third-party claims, in particular claims for copyright infringement, asserted against LINGUA LEGIS in connection with the translation. The Customer shall notify LINGUA LEGIS without undue delay of any copyright infringements of which it becomes aware. LINGUA LEGIS may itself take appropriate action to mount a defence against such third-party claims or prosecute its rights. The Customer shall inform LINGUA LEGIS of the action it has taken. The indemnification obligation shall also include reimbursement of the costs incurred by LINGUA LEGIS as a result of any such legal defence/prosecution.

7. The indemnification obligations set out in clause 6 shall not apply if the third party claim arises due to the fact that LINGUA LEGIS used the works contrary to the provisions herein.

§ 4 Calculation basis

1. Unless otherwise agreed, prices will be charged in accordance with the price list of LINGUA LEGIS GmbH in force at the time the order is placed.
2. The fee charged for translation work shall be based on the scope of work involved, the degree of difficulty of the material and the turnaround time. The scope will be determined by agreement on either a per-line or per-word basis. A standard line shall comprise 52 keystrokes (including spaces). For quotes on a per-line basis, the number of lines will be determined based on the target text (translated text). For quotes on a per-word basis, the number of words will be determined based on the source text. The number of lines/words will be determined using an appropriate character count program.

The degree of difficulty will be determined by LINGUA LEGIS at its discretion. If, in the assessment of LINGUA LEGIS, the source text is exceptionally difficult in that it requires special subject matter expertise (e.g., technical, IT, medical) and contains a large number of technical terms, LINGUA LEGIS reserves the right to charge a higher per-line/per-word rate in accordance with the LINGUA LEGIS price list.

3. The price for additional services (e.g., preparation of terminology, graphic design such as images, formulae, tables, creation of master copies) shall be agreed separately and billed on an hourly basis. The translation of text revisions shall also be billed on an hourly basis.
4. Copywriting and copyediting services shall be billed on an hourly basis depending on the actual scope of services to be rendered.
5. Localization of videos including sound, on-screen texts, subtitles, etc., shall be billed on an hourly basis. The hourly rates are likewise covered by the relevant price list.
6. For large-scale translation projects, LINGUA LEGIS may require an advance payment or payment in instalments as the work is completed.



7. Subject to prior agreement, a surcharge of 25% to 50% of the total net value of the order may be charged for expedited service requiring work outside normal business hours and/or projects requiring extensive administrative support (project management).

8. All prices stated in cost estimates, price lists and quotes are net of statutory VAT.

§ 5 Performance

1. Translation work will be performed to the best of LINGUA LEGIS' knowledge and ability. LINGUA LEGIS undertakes to render an appropriate and professional translation of the text provided by the Customer from the source language into the agreed target language. The translation work will be performed by qualified translators with the utmost care and pursuant to the principles and standards of the profession. The translation rendered will either be a literal or contextual translation, depending on the intended meaning of the target text. The completed translation will be reviewed by a second translator for correct usage of language, completeness and substantive accuracy. LINGUA LEGIS reserves the right to use licensed machine translation tools (MT tools) when providing translation services, unless the Customer expressly objects thereto.

2. Neither the source nor the target text will be reviewed for content.

3. Absent any special instructions or reference documents, technical terms will be translated into the commonly used or generally understandable, i.e., lexicographically acceptable version. Technical terminology requested by the Customer will be taken into account only to the extent specifically agreed and provided that sufficient data in the form of reference documents and/or glossaries are made available in due time. Any use of Customer-specific terminology must be expressly agreed upon when placing the order. LINGUA LEGIS assumes no liability for errors in translation attributable to incorrect or incomplete information or faulty source texts provided by the Customer. The foregoing also applies to illegible names and figures in the source text.

4. LINGUA LEGIS reserves the right to clarify any ambiguities in the source text with the Customer. In such cases LINGUA LEGIS may, at its option, prepare a translation to the best of its knowledge based on the context.

§ 6 Performance by third parties

If deemed expedient, LINGUA LEGIS reserves the right to engage freelancers and subcontractors to perform any of its translation assignments. Contact between the Customer and any third party employed by LINGUA LEGIS is permissible only with the consent of LINGUA LEGIS. All freelancers and subcontractors engaged by LINGUA LEGIS are required to sign non-disclosure agreements and as such are bound to confidentiality.

§ 7 Delivery dates and delivery

1. The Customer will receive the contractually agreed copy of the translation. The translation will be delivered as an electronic file or, if so agreed, by courier service in hardcopy form.

2. Stated delivery dates shall not be binding unless or until they have been confirmed by LINGUA LEGIS in text form.

3. If a party is at fault for delivery dates or deadlines not being met, the breaching party shall be set a reasonable grace period to cure performance.

§ 8 Confidentiality

1. LINGUA LEGIS shall treat as confidential all texts submitted to it by the Customer and shall not disclose them to third parties. LINGUA LEGIS shall furthermore treat as confidential all facts and circumstances to which it becomes privy in the course of its work for the Customer.

2. At the Customer's request, electronic transmission may be encrypted via Secure Mail Portal or sent directly via encrypted e-mail. The parties may also execute a separate non-disclosure agreement.

§ 9 Cancellation

If the Customer cancels a confirmed order, LINGUA LEGIS may claim the agreed remuneration. However, the remuneration payable may be offset by the amount of any expenses LINGUA LEGIS saves as a result of the order having been cancelled or income it earns by otherwise utilising freed-up capacities or income it omits to earn in bad faith. That amount shall be calculated at a flat rate of 50%. The Customer is entitled to show that the amount saved or income otherwise earned or omitted to be earned in bad faith was higher.

§ 10 Claims for defects

1. In the event of any problems, LINGUA LEGIS will first consult with the Customer in an attempt to reach an amicable solution.

2. The translation shall meet the standard of quality agreed in clause 5; otherwise it shall be fit for the intended purpose, which is customary for services of the same type and which the Customer can expect based on the type of service.

3. The Customer shall have a claim to cure if the translation contains any defects. LINGUA LEGIS shall then have a reasonable grace period within which to cure performance by remedying the defects. If even after the defects have been remedied, the translation is still unfit for the intended purpose, the Customer shall have a claim to a reduction in the contract price or to rescind the agreement.

4. The Customer must assert any claim to cure performance, stating the specific reasons, in writing without undue delay no later than 14 days after delivery.

5. Until the Customer has paid the agreed remuneration in full and unless it has a legitimate interest in withholding payment of the outstanding remuneration, LINGUA LEGIS shall be within its rights to refuse to cure performance.

6. Claims for defects shall become time-barred after 12 months.

§ 11 Other liability

1. LINGUA LEGIS shall be liable for wilful or grossly negligent conduct only. In cases of ordinary negligence, LINGUA LEGIS shall be liable only for the breach of a material contractual obligation, the satisfaction of which is essential to the due and proper performance of the Agreement and on which the



non-breaching party may generally rely, and for injury to life, limb or health. Liability in cases of ordinary negligence shall be limited to reasonably foreseeable loss or damage.

2. The limitations of liability under clause 11.1 shall also apply to third parties as well as in the case of breaches of duty by persons (including on their behalf) for whom we are vicariously liable by law. They do not apply where defects are fraudulently concealed or a guarantee of quality has been given or for claims of the Customer under the German Product Liability Act (*Produkthaftungsgesetz*).

3. LINGUA LEGIS shall not be responsible for delays in performance caused by events of *force majeure* (e.g., strikes, lockouts, official orders, breakdowns in telecommunications systems) and circumstances within the Customer's sphere of control (failure to meet obligations to provide cooperative assistance, delays by third parties for which the Customer is responsible, etc.). In the event of any such delays, LINGUA LEGIS may request that the deadline for rendering the relevant services be extended by the period of time lost due to the delay plus a reasonable lead time.

§ 12 Copyright and other IP rights

1. If any copyrights or other intellectual property rights vest in or are acquired by LINGUA LEGIS in the execution of the translation work, such rights shall expressly rest with LINGUA LEGIS unless it was contractually agreed to transfer them to the Customer.

2. LINGUA LEGIS reserves the right to be named as the translator of the work and to be included in the masthead where publications are concerned. The text required for this purpose shall be mutually agreed between the Customer and LINGUA LEGIS. If the template delivered by LINGUA LEGIS has been altered by the Customer, the latter's customer or any other third parties, LINGUA LEGIS may demand that it not be named as author.

3. LINGUA LEGIS shall furthermore be entitled to acquire, process and exploit monolingual or multilingual terminology from the texts. This includes without limitation the creation and any other utilisation of monolingual and multilingual terminology databases, terminology lists, glossaries and dictionaries (in electronic and printed form) containing the acquired terminology, in whole or in part, as well as the use of non-company specific terminology for additional purposes in line with its business object.

4. LINGUA LEGIS shall likewise be entitled to use the electronic and/or hardcopy source texts provided for translation assignments in conjunction with the resulting translations for the development, use and maintenance of systems for computer-assisted translation support.

§ 13 Miscellaneous

1. The order and any claims arising therefrom shall be governed by the laws of the Federal Republic of Germany, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

2. Should any provision of these Terms and Conditions or the agreements based thereon be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such case, the parties shall replace the invalid or unenforceable provision with a valid provision

that most closely reflects the economic intent of the original provision. The foregoing shall also apply *mutatis mutandis* should these Terms and Conditions contain an omission.

3. To the extent permitted by law, place of performance and exclusive forum for all claims and disputes arising between the parties in connection with the formation, terms, performance or termination of any agreements shall be the registered office of LINGUA LEGIS.

4. In the event of disputes or disagreements arising out of or in connection with an order, the parties shall first attempt to negotiate an amicable solution.

5. If the parties are unable to reach an amicable solution, they will enter mediation to resolve all or part of the disputes and disagreements before seeking recourse with the ordinary courts of law. A party may only initiate court proceedings (apart from summary proceedings involving attachments or interim injunctions) if it has first constructively participated in selecting the mediator and attended the first mediation session, expressed its views on the matter, where applicable in a confidential individual meeting with the mediator, or if the other party refuses mediation or obstructs it (by failing to cooperate, for example).

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