

# General Terms and Conditions of Frenzis Group Ltd

## Business Unit: Language Services

### for the rendering of language services

#### 1. Validity

1.1 The following General Terms and Conditions apply exclusively to all orders for language services, in particular for translations, (hereinafter referred to as "Contract Products") between Frenzis Group Ltd (Business Unit: Language Services), Bergstrasse 138, CH-8032 Zurich, Switzerland, (hereinafter "Frenzis Group") and its customers (hereinafter "Customer").

1.2 These General Conditions apply exclusively. Divergent or additional conditions, in particular the Customer's general purchasing and ordering conditions, are only valid if they are expressly agreed in writing between the parties. Conditions granted as a favour or otherwise at an earlier date do not cancel the present purchasing conditions.

#### 2. Scope of the order

2.1 The Customer undertakes to provide Frenzis Group with the text to be translated or otherwise processed. The text must be in a typed, printed or machine readable form (text file) and shall be transmitted to Frenzis Group by either regular post, telefax or e-mail. Frenzis Group undertakes to confirm acceptance of the order by way of letter, telefax or e-mail indicating the price of the language services and the delivery date. If requested by the Customer, Frenzis Group will in advance submit an offer for the Contract Products and – upon acceptance by the Customer – a subsequent written order confirmation.

2.2. Frenzis Group's order confirmation is determinant for the scope and execution of the contract.

#### 3. Undertakings of Frenzis Group

3.1 Frenzis Groups undertakes to use its best endeavours to faithfully and carefully perform its obligations hereunder. Frenzis Group is entitled to engage the services of third-party freelance translators, but remains responsible for the quality of the Contract Products.

3.2 Frenzis Group shall provide the Contract Products within the time schedules and delivery dates set forth in the written order confirmation.

3.3 The delivery term is reasonably extended if:

- a) The data required for the execution of the order do not reach Frenzis Group on time, if they are incomplete or if the Customer subsequently alters them and thereby causes a delay in the delivery;
- b) Obstacles arise which Frenzis Group cannot avert in spite of exercising all due care, especially in cases of Force Majeure as defined in Clause 11 hereafter;
- c) The Customer is behind schedule on the work to be executed by him or is in default with the fulfilment of his contractual obligations, in particular if he fails to comply with the terms of payment.

#### 4. Confidentiality and IT-security

4.1 Frenzis Group acknowledges that all data, information, documents and material etc. (hereinafter referred to as "Information") which it has received from the Customer is to be considered as a business secret of the Customer.

4.2 Frenzis Group, therefore, undertakes to treat the Information with the same care as its own business secrets and not to divulge the information to third parties and not to make any use of the Information, be it commercially or otherwise, except for providing the translation or other language services contemplated herein. Exception is made, however, if the Information can be considered as in the public domain.

4.3 Frenzis Group undertakes to install and maintain adequate IT-security standards, such as virus protection software, firewall, regular operating system updates and application software updates, regular data backups, encryption of wireless connections etc.

4.4 Without contrary written instructions by the Customer, Frenzis Group considers itself as authorised to communicate with the Customer by unsecured e-mail. The Customer acknowledges, that the use of e-mail can involve substantial risks, in particular lack of confidentiality. Frenzis Group, therefore, assumes no responsibility for any loss or damage due to the use of e-mail correspondence.

#### 5. Undertakings of the Customer

5.1 If necessary, the Customer undertakes to support Frenzis Group in its completion of the order, for example by supplying text clarification, additional information on technical terms, internal glossaries etc.

5.2 Requests for alterations to the text to be translated must be submitted by the Customer in writing.

5.3 The Customer warrants that he possesses the necessary copyrights for all texts and material which form part of the translation order and is furthermore solely responsible for their content.

#### 6. Prices

6.1 In the absence of any other agreement, the indicated prices are regarded as fixed prices, exclusive of any taxes, in particular exclusive of VAT.

6.2 The indicated prices are defined on a case to case basis either per word, per line, per working hour or as a lump-sum.

6.3 Price adjustments are made after the order confirmation if:

- a) The agreed scope of delivery or the execution of the Contract Products have undergone a change;

- b) The execution undergoes changes because the documents handed over to Frenzis Group by the Customer didn't correspond to the actual circumstances or were incomplete.

## 7. Terms of Payment

**7.1** Payments shall be made by the Customer in Zurich in accordance with the terms set out in the order confirmation, without any deductions such as discounts, charges, taxes and fees.

**7.2** The payment deadlines must also be observed if the delivery or acceptance of the contract products is delayed or rendered impossible for reasons for which Frenzis Group is not responsible. It is not permissible to reduce or withhold payments on account of complaints, claims or counterclaims of the Customer not acknowledged by Frenzis Group in writing.

**7.3** If the Customer delays in the agreed terms of payment, he shall be liable for interest with effect from the due date at a rate of 5 % per annum. Payment of default interest does not exempt the Customer from the obligation to pay according to the contract.

## 8. Complaints

**8.1** If the Customer deems the Contract Products to be insufficient, incomplete or otherwise defective, then the Customer must notify Frenzis Group no later than 10 working days after receipt of the Contract Products, otherwise the Contract Products will be considered as approved even with respect to such defects. Such notification must be in writing and contain a detailed description of the defects.

**8.2** In case of justified complaints Frenzis Group undertakes to rectify the Contract Products at no extra cost.

**8.3** It is understood, however, that the style of a translation is to a certain extent always individual and personal. Complaints solely based on style of a translation cannot be considered as a justified reason for a notice of defects.

**8.4** The aforesaid provisions cover all product warranty claims of the Customer with respect to any defects of the Contract Products. The Customer shall not be entitled to any rights and claims other than those expressly stipulated in this present Clause 8.

## 9. Exclusion of further liability

**9.1** Any rights and claims on the part of the customer other than those expressly stipulated in the order confirmation and these present General Conditions are excluded, irrespective on what ground they are based. This in particular refers to claims for damages, reduction of price or termination of the contract unless expressly agreed upon between the parties.

**9.2** In no case whatsoever shall the Customer be entitled to claim damages other than compensation for costs of remedying defects of the Contract Products. This in particular refers, but shall not be limited, to loss of use, loss of profit and any other direct or indirect or consequential damages of any kind.

## 10. Assignments

Without prior written consent of Frenzis Group the Customer

is not entitled to assign the confirmed order or any rights arising from said order to third parties.

## 11. Force Majeure

**11.1** No liability shall result from the non-performance of any obligation of a confirmed order caused by circumstances beyond to the control of the non-performing party such as, but without prejudice to the generality of the foregoing, fire, flood, act of God, war, governmental interference, embargos (hereinafter "Force Majeure") for that period commencing from the time at which notice of the existence of the Force Majeure is given by the non-performing party and terminating when the Force Majeure has ended or would have ended had the non-performing party taken those steps which it could reasonably have been expected to take in order to overcome the Force Majeure.

**11.2** In the event that Force Majeure prevents or delays the performance of one of the party's obligations for more than one month, and failing agreement between the parties on an extension or postponement of the contractual periods of time or dates, then the other party may terminate the confirmed order, without prejudice to all its rights of claiming or recourse hereunder.

## 12. Miscellaneous

**12.1** The written order confirmation together with these present General Terms and Conditions constitute the entire understanding between the parties and may not be modified **except by agreement in writing, signed by both parties.**

**12.2** A possible partial nullity of the agreement or these present General Terms and Conditions shall not entail the nullity of the confirmed order or these present General Terms and Conditions as a whole. Parts of the confirmed order or these present General Terms and Conditions which may be null and void will be replaced by arrangements which constitute the nearest approach to the purpose and intention of the confirmed order or these present General Terms and Conditions.

**12.3** Failure of either party at any time to require performance of any provisions of the confirmed order shall not affect the right to require full performance thereof at any time thereafter.

**12.4** If these present General Terms and Conditions are published in various languages, it is understood that only the English version shall be binding and valid for the parties.

## 13. Applicable law

The contractual relationship between Frenzis Group and the Customer shall exclusively be governed by the laws of Switzerland. The provisions of the United Nations Conventions on Contracts for the International Sale of Goods (CISG) shall not apply.

## 14. Jurisdiction

**Exclusive jurisdiction for all disputes between the parties arising in connection with any language services agreement is in Zurich districts 7 and 8.** Frenzis Group also has the right to have recourse to the competent court in the country of the Purchaser.