



## General Terms & Conditions of Business (GTC)

### TranslationArtwork

02/2018 - Version 2.0

#### Contents

§ 1 Scope of the GTC .....	2
§ 2 Object of the contract .....	2
§ 3 Contract agreement .....	2
§ 4 Scope of services .....	3
§ 5 Duty of cooperation of the client .....	3
§ 6 Amendments and shortcomings .....	3
§ 7 Customer status and bonus programme.....	4
§ 8 Payment conditions.....	5
§ 9 Cancellation.....	5
§ 10 Liability .....	6
§ 11 Caveat emptor.....	6
§ 12 Confidentiality and data protection .....	6
§ 13 Headhunting.....	6
§ 14 Place of jurisdiction .....	7

## § 1 SCOPE OF THE GTC

1. TranslationArtwork is a business unit of ModusNext.ch GmbH, based in Kreuzlingen, Switzerland, hereafter referred to as "TranslationArtwork".
2. TranslationArtwork fulfils its contractual duties exclusively on the basis of these GTCs.
3. Agreements that deviate from these GTCs are only effective in written form.
4. TranslationArtwork is entitled to modify or adapt the GTCs at any time.
5. The transfer of rights or claims from this contract is not permitted without the permission of TranslationArtwork.

## § 2 OBJECT OF THE CONTRACT

1. As a translation agency, TranslationArtwork offers translation of texts, documents and websites in all specialist areas by human translators.
2. Translations are undertaken by employees or freelance translators of TranslationArtwork. TranslationArtwork is only liable for the careful selection, instruction and monitoring of freelance translators.
3. Business relationships exist in all cases with TranslationArtwork and not with the translator.

## § 3 CONTRACT AGREEMENT

1. The quotation and associated contract agreement are essentially set out by TranslationArtwork. TranslationArtwork transmits an offer to the customer via an order document in the form of a PDF file by e-mail. The order document includes the order parameters that have been defined by the client. If the client accepts the quotation, this represents a binding order.
2. An offer is valid for a maximum of 5 working days.
3. Following confirmation of the client's order, TranslationArtwork begins to process the order.
4. The client accepts the offer by confirming the order by e-mail to TranslationArtwork.
5. By confirming the order, the order price applies as a minimum cost. This price is generally also the final price calculated. However, TranslationArtwork reserves the right to adjust the price for the translation based on the current prices or with regard to additional expenses after the contract has been agreed. Reasons for this are errors in calculating the order, text fields that were not recognised as such, incorrect entry and estimates by the client, incorrect estimates by TranslationArtwork, external programming and Internet threats and security gaps. Any price adjustment required will be conveyed to the client after it is discovered.
6. TranslationArtwork differentiates between regular clients and first-time clients (see § 7 Customer status and bonus programme). After confirming the order of the regular client, TranslationArtwork begins to process the order. For a first-time client, payment must be made upon confirmation of the order before the order can be processed. The lead time begins with the order confirmation from the regular client, or with the order confirmation and payment receipt from a first-time client. The regular client pays when the order is completed, against an invoice raised by TranslationArtwork. In exceptional cases, a first-time client may also be invoiced when the order is completed. TranslationArtwork reserves the right to make a decision with regard to these exceptional cases.
7. If the order is made outside office hours (Monday to Friday, 8:00 a.m. to 6:00 p.m. CET), TranslationArtwork reserves the right to extend the lead time.
8. Should it not be possible to complete the order in the period specified by the client, this may be extended reasonably by TranslationArtwork.

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9. The client has no direct contact with the translator, but only with the project manager assigned by TranslationArtwork.
  10. A correct translation can only be provided if the capacities of TranslationArtwork enable this. The contractual delivery time is generally 200 lines per day, depending upon the specialist field and language combination. Should the number of lines exceed this specification of 200 lines per day, the order will be assigned to a suitable delivery category.

#### **§ 4 SCOPE OF SERVICES**

1. TranslationArtwork may reject orders that include obscene, vulgar, slanderous, racist, violence-glorifying or other content that is liable to lead to prosecution. Should there be a client login, TranslationArtwork reserves the right to lock or remove the client login at their own discretion.
2. The order may generally be rejected if it is envisaged that the order cannot be managed at an appropriate level of quality in the specified period. In such a case, TranslationArtwork will inform the client as quickly as possible and no costs will be charged to the client.
3. The documents pertaining to the order are retained and are available on the TranslationArtwork server for a maximum of 30 days after delivery. After this period of time, it is no longer possible for the client to obtain the documents.
4. TranslationArtwork is obliged to carry out translations of documents to the generally valid quality standards, correctly and, depending upon the textual context, literally or by analogy, by adhering to the order parameters.
5. If the document contains images, these may be excluded from the translation.
6. A subject glossary is developed and used for the client following written agreement. The precondition for this is that sufficient documents and texts are sent by the client to enable compilation of a subject glossary.

#### **§ 5 DUTY OF COOPERATION OF THE CLIENT**

1. The client must provide all documents required (texts, images, graphics, logos, tables, etc.) for the processing of the order. The documents are crucial for carrying out the order. Subsequent modifications are subject to costs.
2. The client is responsible for all content provided.
3. For all content provided, the client guarantees the necessary rights and ensures that TranslationArtwork is completely indemnified against third parties with regard to alleged or actual breaches by third parties due to the content provided by the client.
4. The client must ensure that they are available for any queries, ambiguities or subsequent delivery of documents while the order is being processed, either via e-mail, instant messaging and/or telephone). TranslationArtwork assumes that the client may be reached by e-mail during office opening hours. In the event that the documents required have not been correctly supplied, the missing documents will be subsequently requested. The response time of the client up to delivery of the documents required will be added to the lead time, without any breach of the contract on the part of TranslationArtwork.
5. Communication will mainly be conducted via e-mail.

#### **§ 6 AMENDMENTS AND SHORTCOMINGS**

1. After completion of the order, the client receives an e-mail with the translated order documents.

2. TranslationArtwork makes every effort to fulfil the requirements of the client. If the client is not satisfied with the services, they may request amendments.
3. TranslationArtwork either confirms the amendments or refuses them. This means that the order is completed.
4. Amendments are included in the order on a non-recurring basis and are free for the client. Each additional amendment is carried out at the expense of the client. The client must adhere to an amendment period of at least two working days from the placing of the order.
5. TranslationArtwork agrees a term for the amendment. If the client is not satisfied with the amendment following this term, the order is given a defective status.
6. TranslationArtwork either confirms the defect and this is rectified free of charge, or if the defect is refused, this means that the order is completed.
7. If the defect described by the client is only of a marginal nature, then the client's demands are invalid. TranslationArtwork categorises the defect in that the language experts give reasons for the categorisation in writing.
8. If TranslationArtwork is unable to rectify a defect, only the part will be invoiced that is not affected by the defect. Any other rights of the client with regard to defects are excluded.
9. The client is asked to check the order for defects immediately upon receipt. TranslationArtwork differentiates between "open defects" and "hidden defects". Open defects are apparent straight away and hidden defects, only after the order is checked in detail. Open defects must be reported within 24 hours and hidden defects within 3 days. Both types of defect must be communicated to TranslationArtwork by e-mail. If the open defects are not reported within 24 hours and the hidden defects within 3 days following the delivery period, the translation is considered to have been supplied according to contract. Further defect rights for the client are excluded.
10. If the origin of the defect proposed by the client is to do with faulty or incomplete client documents, then there is no defect and the quotation price must be paid (see § 5 Duty of cooperation of the client).

## § 7 CUSTOMER STATUS AND BONUS PROGRAMME

1. TranslationArtwork defines a client as regular if they have placed and completed more than 2 paid orders in a half-year period without payment reminders being issued.
2. TranslationArtwork defines a first-time client as one who has placed fewer than 3 contracts in a half year.
3. If a client has achieved the status of regular customer, they retain this until TranslationArtwork defines another categorisation.
4. TranslationArtwork may assign a first-time client as a regular client and a regular client as a first-time client.
5. TranslationArtwork offers a discount model for regular clients, known as the client bonus programme. The bonus programme has the categories Basic Star, Bronze Star, Silver Star, Gold Star and Platinum Star, according to the following table.

Customer bonus programme		
Category	Discount as %	Orders in the last 12 months
Basic Star	0	<12
Bronze Star	2	12

<b>Silver Star</b>	2.5	18
<b>Gold Star</b>	3	24
<b>Platinum Star</b>	individual	to be assigned by TranslationArtwork.

6. If a regular client breaches the contractual agreements, TranslationArtwork may downgrade the regular client to another category.
7. The Platinum Star category can only be assigned by TranslationArtwork.

## § 8 PAYMENT CONDITIONS

1. TranslationArtwork makes a distinction between three payment periods, according to the two client groups, first-time client and regular client.
  - a. First-time clients must pay for the order before the order is processed. The order will only be carried out once payment is received.
  - b. Should additional costs arise during the processing of the order, these must be paid before the order is translated.
  - c. Regular customers make their payment after the order has been completed. The payment terms are a minimum of 10 and a maximum of 30 days, depending on the individual client agreement.
2. TranslationArtwork calculates the agreed order price offered in the confirmed order, with the relevant discount applied from the client bonus programme, plus any additional costs. This amount is known as the invoice amount.
3. Based on the total of the invoice amount, VAT is charged at a rate of 8%. When paying by credit card or PayPal, additional handling charges of 3.9% apply to the whole invoice amount. When paying by bank transfer there are no charges, provided SEPA is used as the payment method.
4. Payment can be made in the currencies CHF, EUR and USD, via payment methods supported by TranslationArtwork.
5. Invoices are sent to the client in PDF format via e-mail.
6. If payment is delayed, TranslationArtwork may charge delayed payment interest of 5% for the period in question. In the event of greater damages, TranslationArtwork reserves the right to claim further compensation.
7. With regard to payment reminders, the client will be invoiced for fixed costs including carriage costs and any additional collection costs.
8. Payment options not mentioned here are not permitted, and charges not mentioned are at the expense of the client.

## § 9 CANCELLATION

1. The client may cancel at any time, up to completion of the order. The client will be proportionately invoiced for costs arising up to the time of the cancellation, but at least 60% of the order amount.
2. If the "Duty of cooperation of the client" (§5) is not adhered to, TranslationArtwork may cancel the order. The client will be invoiced for the amount, including costs arising, up to the time of cancellation, plus 15% processing costs.

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## **§ 10 LIABILITY**

1. TranslationArtwork is not liable for performance failure or delays as a result of a force majeure and due to unforeseeable, temporary hindrance to performance that is not their fault, particularly strikes and lockouts, as well as the failure of communication networks and the gateways of other operators.
2. TranslationArtwork is not liable, in particular, for loss of business caused due to delayed order delivery.
3. TranslationArtwork is excluded from all liability and damages to the client arising from the order, in the legally permissible scope. TranslationArtwork is, in particular, not liable for indirect damages or consequential damages.

## **§ 11 CAVEAT EMPTOR**

1. TranslationArtwork does not assume any guarantee of the usability of the completed order for any specified purpose. Legal responsibility for use and publication pertains to the client alone.

## **§ 12 CONFIDENTIALITY AND DATA PROTECTION**

1. TranslationArtwork makes every effort to safeguard the confidentiality of the content of client data.
2. Complete confidentiality cannot be guaranteed based on electronic data communication.
3. TranslationArtwork is entitled to process data associated with the business relationship or received in connection with this from the client, irrespective of whether these come from the client themselves or from third parties, required for their business operations and within a reasonable scope. Furthermore, TranslationArtwork is entitled to provide the client with occasional information about their products and services.
4. The content of documents given to TranslationArtwork for processing the order, are only passed on to translators and not to other persons or companies. TranslationArtwork is obliged to bind translators to maintaining the appropriate confidentiality, but is not responsible if this is breached.
5. In addition to these AGBs, it is possible to sign a customer-related or order related confidentiality declaration with TranslationArtwork.
6. The client is hereby informed that data and documents for the order are prepared and processed automatically.

## **§ 13 HEADHUNTING**

1. The client is obliged not to hire translators working for TranslationArtwork for the duration of the cooperation of the parties and for a period of two years thereafter, without acquiring the approval of TranslationArtwork. A penalty of CHF 40,000 is to be paid for any case of culpable breach.

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## **§ 14 PLACE OF JURISDICTION**

1. Contracts that are agreed based on these GTCs, are exclusively subject to Swiss law. The place of jurisdiction is Kreuzlingen.

TranslationArtwork,  
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