

## **General Terms and Conditions**

### **1 Scope of service**

**1.1** Our services encompass translation services of every description, including any preparatory work and post-processing (hereinafter referred to as 'translation services'). The following terms and conditions apply to the full scope of service unless otherwise agreed in writing.

**1.2** The client undertakes to communicate the purpose for which they wish to use the translation services, e.g. whether they require them:

**1.2.1** for information only

**1.2.2** for publication and advertising purposes

**1.2.3** for legal purposes or patent procedures

**1.2.4** for any other purpose whereby a particular translation of the text by the translator concerned is essential to the client.

**1.3** The client must use the translation services for the stated purpose only. In the event that the client uses the translation services for any purpose other than that stated and supplied in the order, the client waives all rights to compensation for damages from PURETRANS Language Services e.U., hereinafter referred to as PURETRANS.

**1.4** If PURETRANS is not made aware of the purpose of the translation services, the contractor shall provide the translation services, to the best of their knowledge, for information purposes (see 1.2.1).

**1.5** Unless otherwise agreed, PURETRANS will deliver translations by email as unformatted flowing text in a Word for Windows format.

**1.6** If the client requires certain terminology to be used, they must make PURETRANS aware of this and also supply the necessary documents. The same applies to language variants.

**1.7** The technical and linguistic accuracy of the source text is the sole responsibility of the client.

**1.8** PURETRANS has the right to subcontract the order to qualified third parties. In this case, however, PURETRANS shall remain the sole contractor.

### **2 Prices**

**2.1** The prices for translation services are determined by PURETRANS' rates (price lists) for the particular kind of translation service required in each case. The price of a translation is calculated based on the number of words in the source text.

**2.2** The exact number of words is calculated electronically by PURETRANS. The current hourly rate (as per the price list) constitutes the minimum fee for each language combination.

**2.3** Services that involve more work than simple word processing will be charged by agreement on a case by case basis (e.g. if the original documents are delivered in special file formats or if a special graphic format that requires separate software is requested by the client).

**2.4** Quotes are free of charge and without obligation; they simply provide a non-binding indication.

**2.4.1** If it proves inevitable that any quote issued without a guarantee will increase significantly in price, the client may withdraw from the contract provided that there is adequate remuneration for any work carried out by PURETRANS.

**2.4.2** PURETRANS must notify the client of this as soon as it becomes apparent that this increase will be inevitable.

**2.5** Quotes issued without access to the files for translation are issued without any guarantee. In the case of such quotes, the provisions under 2.4.1 and 2.4.2 do not apply. Provided that PURETRANS does not issue a new quote, the client undertakes to pay the actual costs of the translation services as set out in 2.1.

**2.6** PURETRANS is entitled to re-adjust its prices in line with collectively agreed wage and salary increases.

**2.7** For urgent and weekend jobs, a suitable additional fee may be charged.

### **3 Delivery**

**3.1** The written statements of both parties are decisive in determining the deadline for delivery of the translation services. If the delivery date forms an integral part of the order accepted by PURETRANS, the client must state this explicitly in advance.

To ensure the delivery deadline is met, the client must provide all the necessary documents on time (e.g. source texts and all necessary reference material), observe the agreed payment terms and fulfil any other obligations.

**3.2** The client shall only be permitted to withdraw from the contract due to failure to meet the delivery deadline if the delivery was expressly agreed for a fixed deadline (3.1, paragraph 1) and the client has fulfilled all the obligations set out in 3.1, paragraph 2.

If the client exercises their right of withdrawal, they must compensate PURETRANS for any expenditure incurred up to the point of withdrawal. Compensation claims by the client are excluded, except in the case of damage caused by wilful intent or gross negligence.

**3.3** Unless otherwise agreed, the translation services will be delivered as an email attachment.

**3.4** The client bears all risks associated with delivery (transfer of the document).

**3.5** Unless otherwise agreed, the documents supplied to PURETRANS by the client shall remain with PURETRANS after the order has been completed. PURETRANS is not subject to any storage or handling obligations with regard to these documents.

### **4 Force majeure**

**4.1** In the event of force majeure, PURETRANS must inform the client without delay. Force majeure entitles both PURETRANS and the client to withdraw from the contract. However, the client must compensate PURETRANS for any expenditure incurred or services already provided.

**4.2** The following in particular are to be viewed as force majeure: accidents, industrial disputes, acts of war, civil war or the occurrence of unforeseeable obstacles, which are proven to impede PURETRANS considerably in the completion of the order as agreed.

## **5 Liability for defects (warranty)**

**5.1** All claims related to the quality of the translation services must be asserted in the two weeks following the delivery of the translation services (receipt of delivery email). The client must explain and document any problems in an acceptable written format.

**5.2** The client shall grant PURETRANS a suitable opportunity and period of time in which to rectify any shortcomings. If this is denied, PURETRANS shall be free from any liability for the shortcomings. If the shortcomings are resolved by PURETRANS within the aforementioned suitable time period, the client shall have no entitlement to a reduction in the price paid.

**5.3** If PURETRANS allows this period of time to elapse without resolving the shortcomings, the client may withdraw from the contract or request that the price be reduced. In the event that the shortcomings are very minor, there shall be no right of withdrawal nor any right to reduce the price paid.

**5.4** Warranty claims do not entitle the client to retain agreed payments or to offset payments.

**5.5** In the case of translation services used for print jobs, liability for shortcomings shall exist only if the client has explicitly stated in writing in the order that they intend to publish the text and if galley proofs are presented to PURETRANS up to and including the version of the text, after which no more changes whatsoever will be made to it. In this case, PURETRANS shall invoice a suitable amount for any proofing work or an appropriate hourly fee.

**5.6** PURETRANS accepts no liability whatsoever for shortcomings resulting from difficult to read (e.g. texts sent by fax), illegible or incomprehensible texts. This also applies to revisions of translations as set out in 5.5.

**5.7** Stylistic improvements or amendments to specific terminology (especially a sector or company's own terms) etc. do not constitute shortcomings in the translation.

**5.8** PURETRANS accepts no liability whatsoever for shortcomings in relation to abbreviations which were not specified or explained by the client when placing the order.

**5.9** PURETRANS accepts no liability whatsoever for the correct reproduction of names and addresses in texts that do not use Latin script. In these cases, we recommend that the client write the names in block capitals in Roman script on a separate sheet. This also applies to illegible names and numbers in birth certificates or other documents.

**5.10** Numbers will be reproduced as per the original document. No liability is assumed for the conversion of numbers, dimensions, currencies or similar.

**5.11** Pursuant to the Austrian Civil Code (AGB), PURETRANS shall be liable for the safe-keeping of any documents, originals or similar provided by the client for the four-week period after completion of the order, unless these are returned to the client with the delivery. Insurance is not required for these items.

**5.12** No liability whatsoever is assumed for the provision of translators and interpreters, except in the case of damage resulting from wilful intent or gross negligence during the selection process.

**5.13** When using data transfer media to send translations (e.g. email, FTP or cloud), PURETRANS accepts no liability for defects or adverse effects occurring during this process (viruses, breach of confidentiality, etc.).

## **6 Compensation**

**6.1** All claims for compensation against PURETRANS shall, unless otherwise prescribed by law, be limited to the amount of the invoice (net). This restriction on the amount of compensation does not include cases in which the damage was caused by gross negligence or wilful intent. No liability shall be assumed for lost profit or consequential damages.

**6.2** If PURETRANS has taken out indemnity insurance for financial losses, claims for compensation are limited to the amount of the insurance pay-out in the specific case.

**6.3** PURETRANS undertakes to place its employees under an obligation to keep confidential the content of the translation services. PURETRANS does not accept liability for its employees' failure to fulfil this obligation.

**6.4** The PURETRANS name must only appear on published translations if it has translated the entire text and no changes have been made for which PURETRANS has not given its approval.

## **7 Payment**

**7.1** Unless otherwise agreed in writing, payment must be received, in the business account specified by PURETRANS, no later than 30 days from the invoice date. PURETRANS is entitled to ask for an appropriate pre-payment on the order, depending on its size/scale.

**7.2** Should payment be delayed, PURETRANS is entitled to retain documents supplied for the order (e.g. texts to be translated). If payment is delayed, interest will be charged on late payments at 2% above the National Bank of Austria's current interest rate.

**7.3** In the event of any failure to meet the payment terms agreed between the client and PURETRANS, PURETRANS is entitled to discontinue work on pending orders for as long as it takes for the client to meet their payment obligations. This also applies to orders for which a fixed deadline has been agreed. The discontinuation of the work shall not entitle the client to make any legal claims, nor shall it affect the rights of PURETRANS in any way.

## **8 Confidentiality**

PURETRANS undertakes to meet its confidentiality obligation. It must ensure that any of its representatives also fulfil this confidentiality obligation.

## **9 Place of jurisdiction**

Place of performance for all contractual relationships subject to these terms and conditions is the registered office of PURETRANS. In the event of a dispute regarding the existence or non-existence of a contractual relationship or a dispute arising from this contractual relationship, the place of jurisdiction shall, in the case of claims brought by PURETRANS, be either PURETRANS' place of jurisdiction or the general place of jurisdiction of the client; in the case of claims brought against PURETRANS, the exclusive place of

jurisdiction shall be the general place of jurisdiction of PURETRANS. Austrian law applies as agreed.

## **10 Severability**

Even if individual provisions of the contract become legally invalid, the remaining provisions shall continue to be binding.