

General Terms of Business of the Translation Agency "QUICK TRANSLATION"

1. Scope of service

1.1 Unless agreed otherwise in writing, the following terms and conditions shall apply for all services provided by Quick Translation (hereinafter referred to as "QT").

1.2 The ordering party (hereinafter referred to as "Principal") undertakes to inform QT about the purpose for which the translation is intended, which means whether it is used

1.2.1 only for information,

1.2.2 for publication and advertising,

1.2.3 for legal purposes or patent proceedings,

1.2.4 or any other purpose where specific care is required in the translation by the translator who produces the translation.

1.3 Translations by fax can only be supplied according to Article 1.2.1.

1.4 In the event that Principal uses the translation for any purpose other than stated in the job order and supplied accordingly, Principal shall not have any claims for damages against QT.

1.5 If QT is not notified about the purpose of the translation, QT shall produce the translation to the best of its knowledge and belief for the purpose of information (see Article 1.2.1).

1.6 Translations shall generally be provided typewritten by QT in one copy.

2. Fees

2.1 The fees (prices) for translations are governed by the QT's rates (price lists) which are applicable on the respective type of translation. Translations are calculated according to standard lines of the translated text (target language), which does not apply to legal documents. The latter are calculated according to pages. A standard line consists of 55 characters including blanks according to regulations issued by the Austrian Printers' Guild and the Austrian Association of Translators and Interpreters. Notice is taken that blanks must be calculated separately in the MS products Word Version 6.0 and Word Version 7.0 and must be added to the sum total of characters calculated. 1 standard page = approx. 30 typewritten lines (DIN A4). For purpose of covering administrative outlay for small-size translations (< 30 standard lines) QT charges a minimum fee of €40.--.

2.2 If a binding cost estimate was given, it shall only apply if made in writing. Any departure therefrom up to an extent of 10 per cent shall be accepted by Principal.

2.3 Other cost estimates only act as general information without any obligation. If a translation should far exceed a cost estimate given without any guarantee, Principal can rescind the contract by providing reasonable compensation for work provided up to such time. If a translation unavoidably exceeds the given cost estimate, QT undertakes to notify Principal thereof without delay.

2.4 Cost estimates given without examination of the material to be translated shall be without obligation. Sentences 2 and 3 of Article 2.3 do not apply for such cost estimates. If no new cost estimate is provided by QT to Principal the latter undertakes to pay the actual costs of the translation according to Article 2.1.

2.5 Any increases of wages and salaries caused by increases under the collective bargaining agreement shall entitle QT to make a retroactive correction of the price.

2.6 The full costs for a primary translation can be charged for verifying a translation provided by a third party.

2.7 In the event of a short-term cancellation of an interpretation assignment by Principal any cancellation fees charged by the interpreter to QT may be charged accordingly by QT to Principal.

3. Delivery

3.1 Concerning the date for the delivery of the translation the mutual written declarations shall be relevant. If the delivery date is a relevant part of the order accepted by QT, Principal shall expressly state this fact prior to the commencement of the translation. The prerequisite for the adherence to the delivery period is the due receipt of all materials to be supplied by Principal and the adherence to all agreement terms of payment and other conditions. If these prerequisites are not duly fulfilled, the delivery period will be extended accordingly.

3.2 The failure to meet the delivery period shall only entitle Principal to rescind the order if the delivery period was expressly agreed upon as definite (see Article 3.1. first paragraph) and Principal has fulfilled all conditions of Article 3.1 2nd paragraph. If Principal rescinds the order, all expenses incurred by QT up to the time of the rescission shall be paid by Principal. Claims for damages by the Principal shall be excluded. Exempt therefrom shall only be damage caused by intent or gross negligence.

3.3 Unless agreed otherwise, the delivery shall be made by mail. Principal shall bear the risk for loss or damage as well as the costs for each delivery.

3.4 For any time-critical translations to be sent by e-mail Principal shall transmit the text with activated receipt confirmation to ensure that the text has been duly received by QT and shall instruct QT to dispatch the completed translation with receipt confirmation too to ensure that Principal has duly received the translated text. Due to the volatile nature of e-mail transmissions, QT refuses to accept any liability if Principal fails to give appropriate instructions to ensure the secure transmission of time-critical translations and to enable QT to send the translation by fax if need be.

4. Force majeure

4.1 QT shall notify Principal without delay of any cases of force majeure. Force majeure shall entitle both the Principal as well as QT to rescind the order. Principal shall compensate QT for any expenses incurred or services provided up to such time.

4.2 Force majeure shall be in particular:

Random acts, labour conflicts, acts of war, civil war, occurrence of unforeseeable events which decisively impair QT's abilities to complete the order as agreed.

5. Liability for deficiencies (Warranty)

5.1 All and any complaints about a translation's quality must be made within a period of two weeks after delivery (dispatch by mail) of the translation. Evidence of such deficiencies must be given by Principal in writing.

5.2 Principal shall grant QT a reasonable period for the remedy of deficiencies. If Principal refuses the grant of such reasonable period, QT shall be discharged from assuming any responsibility for such deficiencies. If the deficiencies are remedied within the reasonable period, Principal shall have no claim to reduction of the price.

5.3 If QT allows the reasonable period to pass without remedying the deficiency, Principal can rescind the order or demand a reduction of the remuneration (price reduction). There is no right of rescission or price reduction for irrelevant (i.e. minor) deficiencies.

5.4 Claims for warranty shall not entitle the Principal to withhold or offset agreed payments.

5.5 There shall only be liability for translations used for publication if Principal expressly notified QT in writing beforehand that Principal intends to publish the text and that QT is provided with the proofs for proof-reading (author's correction). In this event QT shall be paid a reasonable remuneration for the correction and shall pay the hourly rates as charged by QT for such service.

5.6 There shall not be any responsibility for deficiencies for the translation of documents that are illegible or uncomprehensible.

5.7 Stylistic improvements and corrections of specific terminologies (particularly such which are specific to certain branches of business or are used in-house) shall not be recognized as deficiencies in the translation.

5.8 There shall not be any responsibility for deficiencies concerning abbreviations which were not explained by Principal on placement of the order.

5.9 QT shall not assume any responsibility for the correct reproduction of names and addresses which are not in Latin letters. Principal is advised to provide the proper names and designations in Latin capital letters on a separate sheet of paper. The same shall apply for illegible names and figures in birth certificates and other documents.

5.10 The reproduction of numbers is made according to manuscript. No liability is assumed for the conversion of figures, measurements, currencies and the like.

5.11 QT shall be liable to Principal for any manuscripts, original documents and the like provided by Principal and shall act as a custodian within the terms of the Austrian Civil Code for a period of four weeks insofar as the same are not returned to Principal upon delivery of the translation. There is no obligation to take out insurance coverage. Article 3.3 shall apply correspondingly for the return of the documents.

5.12 No liability shall be assumed for the provision of translators with the exception of any damage caused by intent or gross negligence in the selection of the same.

6. Damages

6.1 Unless provided for otherwise by the law, all claims for damages against QT shall be limited to the invoiced amount (net). Exempt from the limitation of damages are cases in which the damage was caused by gross negligence or intent. There is no liability for lost profits or consequential damage.

6.2 If QT has concluded a third party liability insurance, claims for damages shall be limited by the amount which the insurance will compensate in the specific case.

6.3 QT undertakes to require its translators and employees to observe strictest confidentiality concerning the content of the translations. QT shall not be liable for any breach of this obligation.

7. Payment

7.1 Unless agreed otherwise, payment shall be effected in cash upon presentment of the translation or, alternatively, a transfer shall be effected immediately thereupon. QT is entitled to

demand a reasonable payment on account. The payment of the entire order value can be demanded in advance from private persons and foreign clients. If personal collection of the translation is agreed upon and the translation is not picked up in time, the Principal's payment obligation starts with the date the translation is ready for collection.

7.2 If delay in payment occurs QT shall be entitled to withhold any materials (e.g. manuscripts to be translated) that accompany the order. Interest in arrears in the amount of 2 % over the respective banker's discount rate of the Austrian Central Bank (OeNB) shall be charged in the event of any default in payment.

7.3 If the terms of payment as agreed upon between QT and Principal are breached, QT is entitled to suspend work on the pending orders until Principal fulfils all payment obligations. This shall also apply to orders where a fixed delivery period was agreed upon (see Article 3.1). The cessation of the work shall not provide Principal with any legal claims, and QT on the other part shall not be prejudiced in its rights in any way.

8. Place of jurisdiction

The competent court in the first district of Vienna shall have exclusive competence for all and any disputes arising from the present contractual relationship.

9. Severability

The contract shall remain in force even in the event of any legal invalidity of individual Articles.