

General Terms and Conditions

§1 Validity of Provisions

1. Validity

think'Z GmbH (hereinafter referred to as think'Z) provides its services exclusively on the basis of these Terms and Agreements. Any different purchase or other terms of the contract partner are hereby expressly opposed.

2. Changes

think'Z is entitled to change or amend these General Terms and Conditions. The Client shall be notified of any changes or amendments. Changes or amendments to the disadvantage of the Client result in the Client having the right to terminate the contractual relationship without notice within one month upon receipt of the notification of change. If the Client does not terminate the contract, the changes and amendments become effective. Collateral agreements, assurances and other agreements as well as changes and amendments to the contract must be in writing to be effective.

§2 Formation of Contract

The contract is formed upon signing a written order confirmation on the basis of a limited offer that is sent to the Client by think'Z via fax, e-mail or post or upon the first performance action on the basis of an offer from think'Z which is confirmed by the Client. Unless otherwise regulated, all offers from think'Z are without obligation and non-binding. think'Z may make the conclusion of the contract dependent upon submission of a written warranty of authority, an advanced payment or a declaration of surety from a German bank. Delivery dates are only binding if they were previously confirmed by think'Z in writing.

§3 Fulfillment, Improvement and Terms of Delivery

1. Quality Requirements

think'Z provides translation services that meet the following quality requirements:

- Factual and cultural correctness and accuracy
- Correct and consistent use of the predetermined terminology (glossary, if existing) or suitable standard terminology and adherence to predetermined style guidelines (style guide, if existing) or appropriate standard style guidelines.
- Linguistic correctness according to applicable grammatical and spelling norms.

2. Inspection Deadline and Acceptance

The quality of translations shall meet usual market quality standards for translations. The Client shall check translations supplied by think'Z prior to reproduction and/or publication. Unless shortcomings are notified within 14 days, the translation shall be

considered accepted. In this respect think'Z and the Client agree in deviation from the statutory norm that silence shall constitute acceptance. The period for inspection begins independently of delivery upon expiration of the agreed delivery deadline. If the Client has not received the services by the agreed delivery deadline, the Client is obliged to notify think'Z of this without delay. If this notification is not received or is delayed, think'Z shall not be in default in this respect and the delivery deadline shall be extended accordingly. Should this notification be delayed by more than two days, the agreed delivery deadline is inapplicable. The inspection period shall in each case be extended by the delay of delivery. If the delivery date is extended or the delivery is delayed, think'Z may also effect the start the inspection period in a separate letter. In this case the inspection period begins upon receipt of the letter, provided the Client has already received the delivery or receives it simultaneously.

3. Improvements

In the event of a negative quality assessment, think'Z shall be given a written statement of the shortcomings and a reasonable period in which to make improvements. Should the improved product still not satisfy the quality requirements, the Client is entitled to a price reduction in accordance with statutory provisions. The right to rescission is excluded. There shall be no requirement to specify a period for improvements if it is not possible to remedy the shortcomings or this cannot be achieved within a reasonable period of time. Shortcomings in the translation attributable to incorrect or incomplete source texts do not fall within the domain of responsibility of think'Z. At the same time, think'Z shall accept no responsibility for linguistic inaccuracies resulting from insufficient context.

4. Court of Arbitration

Should any dispute arise between think'Z and the Client regarding the quality of services, proper legal action shall be taken only after the failure of arbitration proceedings in accordance with §§ 1025ff ZPO before the German Federal Association of Interpreters and Translators (BDÜ) or a translator appointed by the BDÜ.

5. Delivery Deadlines and Contract Penalty

The delivery deadline for an order shall be amicably agreed upon during order placement. think'Z will do everything in its power to meet the delivery deadline. If an unavoidable delay in delivery is foreseeable (e.g., owing to unexpected complexity, illness, loss of data, etc.), think'Z shall immediately notify the Client of the delay. think'Z shall not be in default unless it caused the delay in delivery. If the cause of any delay in delivery is due to force majeure, think'Z shall be entitled to rescind the order or demand an appropriate

extension of the deadline. All further rights, in particular entitlements to claim damages, are excluded in these cases. If the object of the order is changed, then the delivery deadlines and the costs of the order are to be renegotiated. On agreeing the delivery deadline, the Client is obliged to inform think'Z without request of any contractual penalties relating to delay that the Client has agreed to with third parties. Should the Client culpably violate this obligation, any claims for damages against think'Z arising from this legal basis shall be excluded. If the Client has agreed contractual penalties with third parties and has informed think'Z of this, then the order shall be treated as a rush order if it is accepted by think'Z.

§4 Client Services

1. Acceptance and Deadlines

The content of an order must be examined before it is accepted by think'Z. An order is not accepted until the Client and think'Z have agreed on delivery and inspection deadlines and release dates. In this respect the agreement of delivery and inspection deadlines and release dates is an essential component of any order. In the interests of both parties, release dates must be agreed to for self-contained services that serve as the foundation for additional services. think'Z reserves the right to reject texts which contain illegal or inappropriate content.

A text can also be rejected if special circumstances exist which make editing the text appear unreasonable.

2. Acceptance/Release Approval

The Client is obliged to give the necessary acceptance/release approval for individually self-contained, partial services without delay so as not to hinder the workflow at think'Z and to enable think'Z to perform subsequent work without additional costs or risk to quality. think'Z has the right to unilaterally demand subsequent approvals and to impose reasonable approval deadlines if their necessity becomes evident as orders are processed. Should the Client be culpably in default with the approval, the delivery deadline shall be extended accordingly and any default on the part of think'Z is excluded in this respect. Should approval be delayed in this way by more than two days, the delivery deadline is inapplicable.

3. Documents

The Client shall make available, without request, any information and documents that think'Z requires to provide its services (e.g. Client's glossary, terminology, reference material, illustrations, drawings, fonts). The Client bears the consequences for errors and delays that result from the failure to observe these obligations.

§5 Payment Conditions

1. Rates and Conditions

Unless otherwise agreed to in the contract, think'Z shall charge the Client for the agreed services at its current rates/fees and terms plus the legally applicable value-added tax.

2. Rush Orders

For rush orders (orders requiring a special expenditure of time or administrative resources and carried out outside the usual delivery periods), a surcharge of 30% of the order value shall be invoiced. think'Z shall inform the Client in writing of any rush orders. The surcharge is compensation for the cost-intensive measures to meet short deadlines.

3. Minimum Fee

Orders with a net value per language of less than EURO 30.00 shall be charged at a fixed minimum fee of EURO 30.00 per language to cover administration costs.

4. Modifying or Cancelling the Order

If the Client modifies and/or cancels orders, jobs, extensive plans or similar, the Client shall pay think'Z the order value minus the expenses which are saved as a result. The saved expenses are hereby agreed between think'Z and the Client to be 40% of the order value without requiring think'Z to furnish concrete proof.

5. Payment Conditions

Payment is to be made within 30 days upon receipt of the invoice. The day of receipt in the account of think'Z is decisive for the punctuality of the payment. For large orders, think'Z may demand installment payments for self-contained, partial services. These payments shall be due upon delivery of the partial services rendered. Large orders are orders that exceed a net total of EURO 10,000.00. Self-contained, partial services include in particular single chapters, single modules or single language versions. Continued processing of the order is dependent on settlement of installment payments. Should payment be delayed, think'Z may choose to suspend work on the order until the installment payment is received. In this case the delivery deadline shall be extended by the Client's delay in payment. For delayed payment, think'Z has the right to demand default interest of 4% per year above the official discount rate of the European Central Bank. If think'Z is able to prove higher damages arising from the delay, it is entitled to assert such a claim. The Client is entitled to prove to think'Z that no or very little damages resulted from the delayed payment.

§6 Additional Agreements

1. Secrecy

think'Z is obliged to prevent unauthorized access to all the documents, software systems, files and information it receives and to keep their contents confidential. However, think'Z is unable to guarantee 100% confidentiality since

access by unauthorized third parties to texts that are transferred via electronic data communication cannot be entirely ruled out. This secrecy agreement does not pertain to data which, at the time of its provision, is already in the possession of think'Z, is made available by third parties without violating the secrecy agreement or is in the public domain.

2. Liability

think'Z shall only be liable for damages, regardless of the legal basis, if it has culpably violated an essential obligation (cardinal obligation) in a way that endangers the purpose of this agreement, or if damages can be attributed to gross negligence or intent. If think'Z violates a cardinal obligation but not through gross negligence or intent, the liability of think'Z shall be limited to the value of the order. Should this limitation of liability be unreasonable in individual cases, then this liability shall at least be limited to such typical damages and extent of damages that were reasonably foreseeable for think'Z at the time the agreement was concluded. The above limitations shall also apply in cases of deliberate or grossly negligent violation of obligations by employees, freelance staff or authorized agents who play no role in the management of think'Z. In the above cases, think'Z shall accept no liability for indirect damages, consequential damages or lost profits. It is mutually agreed that objectively foreseeable damages shall be limited to a sum of EURO 10,000.00. This exclusion or limitation of liability shall apply to any liability, particularly including delay, impossibility or fault upon conclusion of agreement, positive breach of obligation, culpable violation of warranty claims and tort claims. think'Z is obliged to perform the work it is assigned with due technical and professional care in all conscience and in observance of generally recognized principles of the translation business. It will inform the Client in due time of any significant risks that a translator can identify. If any work is to be printed or reproduced electronically or by mass publication means, then the Client shall provide think'Z with a copy proof/an electronic final version prior to publication.

3. Dealings with Third Parties

think'Z may employ the services of third parties for the execution of all business, in so far as it considers this appropriate. Contact or direct business activities between the Client and the third party employed by think'Z is permissible only with the written consent of think'Z.

4. Usage Rights

The Client does not acquire the sole, spatially and temporally unrestricted right to use all the work produced by think'Z under the terms of this agreement until full payment is made.

think'Z nevertheless has the right to be named as the translation agency with its Internet address on all reproductions and publications of translation services.

5. Reminders, Challenges

Reminders, setting of deadlines and declarations of avoidance require the written form.

6. Right to Offset and Retention/Defaults

The Client may only offset claims from think'Z with undisputed claims or claims found to be legal in a court of law. The Client can assert a right of retention only from such counterclaims that result from the same contractual relationship as those claims from which the right of retention is cited against.

§7 Duration of Agreement, Notice Periods

1. Changes to the Agreement

Changes and amendments to this agreement require the written form.

Should any provision of this agreement be or become ineffective, then the validity of the remainder of the agreement shall remain unaffected. In place of the ineffective provision, a legal settlement shall be made which best reflects the original intention of both parties.

2. Place of Jurisdiction

Berlin is the place of jurisdiction should any disputes arise in connection with these General Terms and Agreements.

The domicile of think'Z is Berlin. However, think'Z has the right to make claims at the domicile of the Client.

Agreements that are concluded on the basis of these General Terms and Agreements are subject to German law. Any applicable provisions of the uniform international sales law (CISG) are ceded.