

1 Introduction

These General Terms and Conditions apply to the current and future business relations of **beo** Gesellschaft für Sprachen und Technologie mbH (**beo**) with their Clients, and particularly even if **beo** no longer expressly refers to these General Terms and Conditions of Business upon taking on individual orders. The Client shall acknowledge these Terms and Conditions of Business at the latest upon placing an order, without corresponding reference thereto. The Terms and Conditions of Business shall then also apply to future business transactions. Oral subsidiary agreements after the conclusion of the Contract shall be valid only if they have been confirmed in writing.

2 Object of the Contract

- a) **beo** shall perform the services listed in the offers pertaining to this Contract.
- b) **beo** shall transfer the Object of the Contract and the other agreed documents to the Client.

3 Offers

- a) Oral offers are non-binding and are subject to written confirmation¹.
- b) The offer shall contain both the description of the service to be provided and the net price in euros.
- c) The valid sales tax in each case shall be charged in addition.
- d) If any subsequent changes by the Client to submitted texts, documents, information or data or any other circumstances brought about by the Client cause **beo** to expend additional work or travel time, then the Client must recompense **beo** for this at the latter's applicable list prices. The same shall apply, notwithstanding Sections 7a) to 7c), if shortcomings in the services provided by **beo** are caused by circumstances attributable to the Client, in particular due to mistakes in the texts, documents, information or data that **beo** has received from the Client for the fulfilment of the agreed services.
- e) If the offer is accepted by the Client in writing, the specified services and remuneration shall be deemed to be agreed.

4 Deadlines

- a) Delivery deadlines shall only be valid if confirmed by **beo** in writing.
- b) The deadlines shall be extended accordingly if the final and binding version of the texts to be translated or the other documents required to perform the services are, for reasons unattributable to **beo**, not available at the time at which work is scheduled to begin. The same shall apply if any subsequent changes made by the Client to the submitted texts or to the documents required for the translation, or any other circumstances unattributable to **beo**, prevent **beo** from properly fulfilling the order. 'Circumstances unattributable to **beo**' refers in particular to delays or shortcomings in the deliverables to be provided by the Client as part of the collaboration, and also mobilisation, war, revolt, strikes and lock-out.

5 Payment

- a) Payment must be made to the account specified on the invoice with the invoice number as reference.
- b) Invoices shall fall due for payment without any deductions and immediately following receipt. If the Client falls into arrears, **beo** may charge interest of 8% above the currently applicable base rate of the Deutsche Bundesbank (German Federal Bank) until the entire amount due has been received; in addition, a late payment fee of €40 can be levied.
- c) As a general rule, solely the Client is under obligation to pay. Third parties may only effect payments if these are received in good time and in full. A right of retention in the case of payments is categorically excluded.

6 Collaboration between the Contracting Parties

- a) **beo** shall receive from the Client all the texts, documents, information and data required to create the work results. Unless agreed otherwise, this includes any terminology and layout specifications that must be observed.
- b) The text to be translated and the other documents to be submitted by the Client in accordance with the agreement must be in **beo**'s possession upon the commencement of work and must be the final, complete version with no mistakes.
- c) If the Client wishes to make a change to a text that has already been translated, then the change order shall only be binding if **beo** has agreed to the change order in writing.
- d) The Client shall also store all texts, documents, information and data submitted to **beo** so that they can be reconstructed in the event of damage or loss of data carrier material.
- e) Each Contracting Party shall provide the other Contracting Party with the name of a competent person who is able to take decisions in relation to the fulfilment of the agreed services.
- f) In the event that **beo** performs work on the Client's premises, the Client shall ensure the availability of suitably equipped workspace at no cost.

¹ In this document, 'written' always denotes: in written form, by email, or within the client portal.

7 Acceptance, liability for defects

- a) Each work result shall be accepted by the Client without undue delay once **beo** has confirmed completion and submitted the work result to the Client. If defects are discovered on acceptance, **beo** must remedy these defects within a suitable period free of charge.
- b) If the Client fails to accept the work result, it shall be deemed accepted six weeks following submission of the work result to the Client. The corresponding work result shall also be deemed accepted if and as soon as it is put to productive use by the Client.
- c) This rule shall also apply to agreed batch deliveries – in such cases, the above period shall apply separately to each of the delivered batches.
- d) Defects that are the subject of a complaint within a limitation period of 12 months following the respective acceptance by the Client must be rectified by **beo** within a suitable period free of charge. For the defect(s) to be rectified, the Client must re-submit the files in question, or be able to produce the clear order reference.
- e) Liability for defects is excluded for work results where the Client has made changes, even if a defect occurs in a section that has not been changed, unless the Client demonstrates that the changes are in no way associated with the defect in question.
- f) For passages of text that the Client has locked or allowed to be locked against editing, **beo** is under no obligation to check such passages of text for accuracy in terms of content, context or form. In the order forming the object of criticism, **beo's** liability for defects is generally limited to the sections of text that were not locked. Complaints about defects in relation to locked sections of text are excluded, even if these sections of text were previously translated by **beo**.
- g) If **beo** fails to rectify the defect despite a reasonable deadline being set by the Client or if **beo** fails to attempt any further improvement in the face of disproportionately high costs, the Client is entitled to reduce the remuneration for the work result accordingly or to withdraw from the Contract.
- h) Section 7e) shall apply mutatis mutandis to further claims for defects as well as to compensation claims for damage or expenses.

8 Liability in the event of a breach of third-party industrial property rights

- a) If a third party makes a valid claim against the Client regarding the breach of industrial property rights or copyrights in the Federal Republic of Germany (hereinafter referred to as "copyrights") through the use of deliveries/services fulfilled by **beo** and if the use of the deliveries/services in Germany is thus restricted or forbidden, **beo** shall be liable for one year following the commencement of the statutory period of limitation as follows:
- b) **beo** shall elect either to change or replace the deliveries/services at its own cost such that they do not breach the copyright, but essentially such that they meet the agreed specifications or release the Client from licence fees payable to the third party for the use of the deliveries/services. If it is not possible for **beo** to do this under reasonable conditions, it must withdraw the deliveries/services and refund the remuneration paid. **beo** may request reasonable compensation from the Client for the use of the deliveries/services.
- c) The prerequisites for **beo's** liability pursuant to Section 8a) are that the Client notifies **beo** immediately in writing in the event of third-party claims of a breach of copyright, does not accept the asserted breach, and conducts all disputes, including any out-of-court settlements, solely in consultation with **beo**. If the Client suspends use of the deliveries/services to mitigate damage or for other important reasons, the Client is obliged to notify the third party that such suspension of use is not associated with acceptance of the breach of copyright.
- d) Insofar as the Client bears responsibility for the breach of copyright, any claims against **beo** are excluded in accordance with Section 8a). The same shall apply insofar as the breach of copyright is caused by special requirements stipulated by the Client, by an application unforeseeable by **beo**, or by the fact that the deliveries/services were changed by the Client or used in conjunction with deliveries/services not provided by **beo**.
- e) Further claims on the part of the Client regarding a breach of third-party copyrights are excluded. However, the right of the Client to withdraw from the Contract and the provisions in Sections 9c) to 9f) remain unaffected.

9 Liability

- a) If **beo** falls behind in the submission of a work result and the Client can demonstrate that it has suffered damage or expenses as a result, the Client is entitled to claim flat rate compensation. The flat rate equates to 0.5% of the remuneration for each full week's delay in the event of delayed work results, up to a maximum of 5% of this remuneration. If the Client is only partially unable to use the work results, the flat rate is reduced accordingly.
- b) Compensation claims on the part of the Client for damage or expenses that go beyond the limits specified in Section 9a) are excluded in all cases of late deliveries, including after the expiry of a period set by **beo**, except where liability is mandatory in cases of wilful intent or gross negligence. The right of the Client to withdraw from the Contract and the provisions in Sections 9c) to 9e) remain unaffected. However, the Client may only withdraw from the Contract within the legal provisions if the delay is attributable to **beo**.
- c) The Client shall be obliged, on **beo's** request and within a suitable period, to declare whether it is withdrawing from the Contract due to the delay in performance or whether it is insisting on performance. Until such a declaration is made, **beo** shall be entitled to render the service.
- d) In the event of negligent action, **beo's** liability shall be capped at the insurance sums agreed in its business liability insurance. In

the event of damage to data carrier material, the obligation for compensation does not include expenses for restoring lost data and information.

- e) Further claims for defects and compensation claims on the part of the Client for damage or expenses beyond those expressly stated in this Contract, on whatever legal grounds, particularly claims due to interruption of business, loss of earnings, loss of information and data or damage arising from deficiencies are excluded, unless, for example, liability is mandatory in accordance with product liability law or in cases of wilful intent, gross negligence or a violation of major contractual obligations. However, compensation for damage or expenses due to a violation of major contractual obligations is limited to the foreseeable damage typical of the type of contract concerned, except in cases of wilful intent or gross negligence.
- f) A change to the burden of proof to the detriment of the Client is not associated with the provisions set out in Sections 9b) to 9e).

10 Rights to the work results

- a) Upon full payment of the agreed remuneration, **beo** shall irrevocably transfer to the Client all rights to beo-produced translations, localisations, project glossaries, transferred electronic tools etc. for the purpose of its exclusive use. The Client is entitled to amend, supplement or utilise excerpts of this content. The Client may utilise its right of use without limitations, i.e. it may also forward the right of use to third parties in return for payment or free of charge.
- b) As the translation of a text constitutes processing in the copyright sense, the Client provides an assurance that such a translation shall not violate any third-party copyright or other intellectual property (patent, trademark) and the Client shall, insofar, release **beo** from third-party claims.

11 Confidentiality, subcontracts, right of storage

- a) All documents, information and data received by **beo** to fulfil the Contract that are notified to **beo** as being confidential shall be used by **beo** only in the fulfilment of this Contract. As long as and insofar as they are not made generally known or unless the Client has agreed beforehand to publication, **beo** will treat the stated documents and information as confidential when involving third parties in the fulfilment of the Contract. These duties shall remain in force even after the termination of the Contract.
- b) **beo** is entitled to award subcontracts, but the obligations corresponding to Section 11a) must be imposed on the subcontractor. **beo** is authorised in such cases to transfer all the documents, data and materials required for the subcontract to the subcontractor.
- c) **beo** is authorised to store the texts, documents and data received in order to fulfil the Contract until the expiry of the period of limitation.

12 Data protection

The Contracting Parties shall observe the legal regulations for the protection of personal data. All employees involved in data processing have been bound in writing by **beo** to maintain data confidentiality in accordance with Section 5 of the BDSG (German Federal Data Protection Act). The Client warrants that all legally required conditions (e.g. through obtaining declarations of consent) have been met such that **beo** can also fulfil the agreed services free of infringement.

13 Proviso, export licence, transfer of contractual rights and duties, subsidiary agreements

- a) Fulfilment of the Contract on the part of **beo** is subject to the proviso that there are no obstacles to this fulfilment due to national or international provisions within foreign trade legislation or any embargoes and/or other sanctions.
- b) The objects of the Contract and the documents may be subject to licensing obligation if exported, e.g. due to their nature or intended use.
- c) **beo** can assign requirements from this Contract to third parties at any time. **beo** can transfer rights and duties from this Contract to a third party if the Client does not object to this in writing within four weeks following receipt of a corresponding notification; **beo** shall make reference of this in the notification.
- d) Subsidiary agreements must be in writing.

14 Applicable law, place of jurisdiction

Substantive German law is applicable to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Stuttgart is the place of jurisdiction if the Client is a registered trader for the purposes of the German Commercial Code.