

## **General Conditions** 2019-1

### **General Terms and Conditions of Quality Translation OG (hereinafter the Service Provider)**

#### **1. Area of application**

These general terms and conditions apply to all agreements between the service provider and her clients, unless otherwise expressly agreed or legally required.

The general terms and conditions of the customer are binding for the service provider only if expressly recognized by the latter.

#### **2. Scope of service**

The service will be carried out in accordance with the standards of proper professional practice. The customer will receive the contractually agreed copy of the service.

#### **3. Duty of the client to cooperate and provide information**

- (1)** The client must inform the service provider in time about specific modes to execute the service (translation on data carriers, print version, layout of the translation, mode of interpretation service – in booth, with mobile device, consecutive, whispering, language combinations, required technical equipment, audio recording, specific conditions for language courses, number of participants, etc.)
- (2)** Information and documents required to carry out the service must be provided by the customer unsolicited and in time (terminology lists, drawings, tables, abbreviations, conference documents, scripts, presentations, agenda, etc.)
- (3)** Errors, which may result from the non-compliance with these obligations, shall not be borne by the service provider.

Important note when renting our technical equipment:

Per missing or damaged receiver, we will charge 180,00 € ex VAT.

Per missing or damaged headset, we will charge 18,00 € ex VAT. The client will assume the responsibility for distributing and collecting receivers and headsets during the event!

The client will respond in case of damages or losses!

#### 4. Right to rectification

- (1) The service provider reserves herself the right to rectify errors or omissions. The client is entitled to the rectification of possible errors or omissions contained in the service. The client may exercise his right to rectification by accurately indicating the error. If the rectification of the error is not forthcoming or a substitute is not successful, the statutory guarantee rights shall be revived, unless no other agreement was made.
- (2) IMPORTANT NOTE: Claims concerning the invoice or complaints concerning the service must be presented within 10 days after the completion of the service. Any objections raised later than that, cannot be taken into consideration.

#### 5. Liability

The service provider shall be held liable in case of gross negligence and intent. The liability in case of minor negligence applies only in case of breach of cardinal contractual obligations. The service provider commits herself to maintain secrecy on all facts which become known to her in the context of her activity for the client.

#### 6. Compensation

- (1) The compensation is due immediately after the execution of the service, unless not otherwise expressly agreed and confirmed by the service provider.
- (2) The service provider is qualified for the reimbursement of the expenses actually incurred and agreed with the client, besides the agreed remuneration. The VAT will be added as far as legally required. The service provider can – in case of more extensive services – ask an advance payment in an amount, which is objectively required for the execution of the service. In justified cases the service provider can predicate the fulfilment/delivery of the service from the advance payment of the entire remuneration.

#### 7. Cancellation fee

If the client cancels an order given to *QualityTranslation*, the services carried out till that moment in time shall be remunerated and the already made expenses shall be paid. If the client cancels an interpreting assignment, he must generally pay 50% of the agreed remuneration. If the cancellation is presented 15 days before the date of the execution of the service, 80% of the agreed remuneration must be paid to the service provider. If the client cancels the service up to 3 days before execution, 100% of the agreed remuneration shall be paid.

#### 8. Place of jurisdiction and applicable right

The contractual relationship is subject to Austrian law. The place of jurisdiction for all disputes deriving from this contractual relationship is the locally competent court in Graz.