

General Terms & Conditions

1. Scope of application

The General Terms & Conditions of STOKE-BORCHERT Corporate and Financial Translations ("STB CFT") apply to all business transactions between STB CFT and the Client. Unless expressly stated in writing, we do not accept any terms and conditions from the Client that conflict with or deviate from our own.

2. Force majeure

STB CFT shall not be liable for delays in delivery or performance where any such delay is the result of force majeure. Force majeure within the meaning of this clause includes, but is not limited to, any breakdown of the telephone or e-mail connections and disruptions of the network or server. In such instances, the agreed delivery date will be deferred by the duration of any such breakdown or disruption.

Furthermore, STB CFT shall not be liable for the loss of documents due to fire, water ingress, surges in voltage, natural disasters or similar, burglary or theft.

3. Transfer of risk; risks associated with e-mail communication

The Client shall bear the risk of dispatch or electronic transmission. STB CFT shall not be liable for any incorrect transmission of texts or their loss, or any damage to or loss of texts, when dispatch is effected by non-electronic means.

STB CFT shall not be liable for any damage caused by computer viruses, spy programs or similar.

4. Client's obligations

Prior to the translation being undertaken, the Client shall inform STB CFT about any specific requirements with regard to the way the translation is to be carried out, as well as terminology preferences. The Client shall provide STB CFT with any and all documents and information required for the translation, in good time and without need of prompting.

Upon receipt of any files by e-mail, the Client shall, without undue delay, check the transmitted data and texts for translation and transmission errors, with regard to figures, dates and names in particular.

Any errors arising from non-compliance with these obligations cannot be attributed to STB CFT.

The Client shall notify STB CFT in writing of any translation errors or other defects within one (1) week of receipt. Where no such

notification is made, the translation or other service will be deemed to have been provided as contractually agreed.

5. Limitation of liability

Subject to statutory provisions, STB CFT shall be liable for breach of any material contractual obligation, wilful intent or gross negligence as well as any injury to life, body or health.

Except in cases of wilful intent, STB CFT's liability shall be limited to foreseeable typical damage. In such cases, STB CFT's liability shall be limited to five (5) times the contract value.

Any other liability on the part of STB CFT is hereby excluded. More specifically, STB CFT shall not be liable for any damage arising from the use of the translation service provided.

6. Review of contents; copyrights; third-party performance

STB CFT does not perform any review of content nor any legal review of the documents provided for translation. STB CFT shall not be liable for any content or legal errors contained in the translation that are attributable to errors in the original documents.

Where a third party asserts a claim against STB CFT citing copyright infringement in the source document, the Client is obligated to indemnify STB CFT against any such claims.

STB CFT has the right to engage third parties in the performance of translations.

7. Terms of payment; retention of title

Invoices are due for payment within ten (10) days of the invoice date, unless indicated otherwise on the invoice.

The delivered translations, or other work results provided, remain the property of STB CFT until all outstanding amounts have been paid. Until such time, the Client has no right of use.

8. Governing law; legal venue; severability

These General Terms & Conditions are governed by German law. Legal venue and place of performance shall be Hamburg, Germany. The invalidity or unenforceability of any provision of these General Terms & Conditions does not affect any other provisions hereof.

Hamburg, April 2011