

## General Terms and Conditions of Cooperative traduko

### 1. Applicability

These Terms & Conditions (T&C) govern the content of the contracts for translation and language services between Cooperative traduko (hereafter "traduko") and its clients / customers (hereafter "client"). Reservations apply to special agreements between the contractual parties.

### 2. Contractual content and amendments

The contract can be made in written form or orally. traduko undertakes to execute the accepted job with due diligence and to deliver the product by the agreed date.

If the client changes essential points of the order after the contract has been concluded, traduko is no longer bound by the contract.

It is the client's duty to make available to traduko any existing information which is necessary or helpful for the execution of the ordered language service (e.g. internal glossaries, parallel texts etc.). If this information reaches traduko later than advised, traduko reserves the right to change the delivery date accordingly.

The client's own technical terminology can only be incorporated if this is explicitly agreed upon and if sufficient documentation (e.g. glossaries or term bases) is made available to traduko by the client when placing the order. Otherwise, technical terms are translated according to the usual criteria.

In general, any layout work is charged additionally at an hourly rate.

### 3. Delivery

All products are considered delivered to the client as from their send date, whether sent by email or any other delivery method.

traduko can in no case be held responsible for the loss of any documents during delivery, nor for any loss or damage that this may involve as a consequence.

### 4. Remuneration

The applicable fee is either the agreed total fee or the calculation base agreed upon for remuneration (price per line, word or character, hourly rate or flat-rate fee). Any applicable VAT is charged in addition to the agreed fee. In the case of large orders, traduko reserves the right to request partial or complete advance payment before commencing or pursuing an order.

A minimum amount may be charged for each order. A surcharge is applied for express orders and orders that need to be executed over the weekend.

If no advance payment or other special payment due date has been agreed, the fee is payable within 30 days from the invoice date. If the client delays payment until after expiry of the payment term, traduko is entitled to a default interest of 5% as well as an extra charge of CHF 20.00 for every reminder sent.

The client may withdraw from the contract before delivery of the product but is nevertheless obliged to pay the full fee. If a price per line, word or character has been agreed, the full fee is calculated by considering the source text for the part that has not yet been translated. If an hourly rate has been agreed, a reasonable estimate of the necessary amount of time is made for the part that has not yet

been accomplished. traduko must allow the deduction of no more than the expenses it has saved due to the premature termination of the contract and the amount earned, or deliberately desisted from earning, as a result of the freed capacities.

Where the client fails to fulfil its obligations as well as in the event of bankruptcy, deferment of payment or liquidation of the client's business, traduko reserves the right to partially or entirely terminate the contract with immediate effect or to postpone its execution without being subject to any form of compensation. Moreover, traduko may demand immediate settlement of any payments due.

## **5. Confidentiality / data security**

traduko undertakes to treat the client's documents as confidential.

In absence of any explicit instruction to the contrary, traduko may assume that the client agrees to electronic processing and possibly unencrypted electronic transfer (on the client's part) of the product via the internet. All related risks concerning data privacy, data change and loss of data are borne by the client.

traduko makes every effort to maintain the confidentiality of the transmitted documents according to the current state of the art. However, due to the electronic data communication, traduko cannot guarantee 100% confidentiality.

traduko also makes every effort to examine the electronic data communication for any viruses or sabotage programs according to the current state of the art. However, a 100% protection against viruses or sabotage cannot be guaranteed, even when applying due diligence. The client is expressly advised of a remaining residual risk.

traduko may consult or contract third parties for the execution of the order and for this purpose may disclose the client's data to these third parties as necessary for the execution of the order. traduko declares that its employees and consulted specialists have been pledged to strict confidentiality and to compliance with data protection, and that traduko has taken all necessary measures to ensure the implementation of the provisions of the Data Protection Act.

If necessary, traduko may also transmit the client's data to third parties for detection, isolation and elimination of errors and faults.

## **6. Copyrights of translations**

The client grants traduko the necessary rights to translate the source text for translation orders (interlingual and intralingual translations as well as audiovisual translations).

The client pledges to have the above-mentioned rights and shall indemnify traduko from any claims made by third parties in this respect.

If it is the usual practice for a certain text type, the client shall state traduko's or the translator's name in the publication of the translation in adequate form.

The client has the right to edit the translation. If a translation is edited to more than a slight extent, the client must inform traduko. In this case, traduko reserves the right to prohibit the stating of the translator's name on the translation.

Translation of a text gives rise to copyrights on the part of the translator. traduko grants the client the right to use the translation according to the intended purpose that has been apparent at the

closure of the contract. Further use of the translation must be authorised by traduko. traduko will not refuse further use if it does not infringe moral rights and if it is reasonably remunerated.

traduko has the right to use source and target texts as well as the client's documents as work tools by generating from them glossaries, term bases or text modules in anonymised form and feeding them into translation memories and/or making them available to third parties.

## **7. Defect rights of the client**

The client is entitled to free removal of deficiencies contained in the delivered product, whereby deficiencies are limited to severe content errors as well as orthographical and grammatical errors. Any correction of deficiencies is excluded if the client is responsible for them, for example by providing incomplete information or faulty original texts.

Any claim for repair of deficiencies must be made by the client within 10 working days after delivery of the product and must include specification of the deficiencies. The client shall give traduko a reasonable period of time to repair the deficiencies.

Should the product still contain deficiencies after revision, the client may demand further revision or a reasonable reduction of the fee within 5 working days after delivery of the revised product. The client shall have no further defect rights.

The client's defect rights shall be forfeited if no notice of defects is given within 10 working days after delivery of the product. If notice of defects has been given in due time, a limitation period of one year after original delivery of the product applies.

A notice of defects does not relieve the client from its payment obligation.

## **8. Limitation of liability**

traduko is not liable for any loss or delay of services due to force majeure or unforeseen, temporary performance hindrances not caused by traduko, in particular strikes and lockouts as well as breakdown of communication networks and gateways of other operators.

Liability for compensation due to breach of contract by traduko is limited to cases of intent or gross negligence and in case of deficiencies moreover requires defect notice in due time. Under no circumstances can traduko be held liable for any other damages. traduko's liability may under no circumstances exceed the gross sum of the invoice for the order in question.

## **9. Exclusion of warranty**

traduko does not guarantee that the delivered documents are permissible and appropriate for the use intended by the client. This applies especially if the delivered text is published or used for marketing purposes. In this regard, the client alone bears the legal risk of usability or publication.

## **10. Final provisions**

Any invalid or unenforceable provisions of these T&C shall be replaced with relevant legal provisions corresponding to the original intent and shall not affect the legal validity of the remaining provisions. The same applies to any regulatory loopholes.

**11. Applicable law / place of jurisdiction**

The client and traduko are called upon to settle any dispute arising from the contract amicably. The present T&C are subject to Swiss law, in particular to the provisions of the Code of Obligations concerning the Contract for Work and Services, Art. 363 et seq. of the Code of Obligations. The courts of the Canton of Zurich shall be the only recognised authority for any resulting litigation.

Mönchaltorf, September 2020