

## **GTC – General Terms and Conditions**

Valid from 1 April 2018

### **Scope of these GTC**

These GTC apply to all Apostroph companies. Language services are provided not only by Apostroph itself, but also by independent and accredited professionals engaged by it. In all cases, contractual relationships are with Apostroph exclusively.

Any terms to the contrary issued by the Customer are expressly excluded. Apostroph is entitled to amend or to supplement these GTC at any time. Any ancillary agreements, assurances or other agreements, as well as amendments and additions to the present GTC, must be made in writing in order to be valid.

### **Formation of a contract**

The translation order between Apostroph and the Customer is deemed to have been placed upon transmission of the text/order that is to be translated. The agreed delivery deadline will be confirmed to the Customer verbally or in writing. In addition, Apostroph will confirm to the Customer verbally or in writing that the order has been placed, and will supply them with a cost estimate upon request. In such cases, the price stated on the final invoice may not deviate from the amount of the cost estimate by more than ten percent.

Orders placed on behalf of third parties which are subsequently not recognised by that third party, or for which obligations to Apostroph are otherwise not fulfilled, confer an entitlement and obligation upon the direct Customer with retroactive effect.

Upon request, Apostroph will provide the Customer with an account permitting them to log in to the myAPOSTROPH ordering platform. The Customer is liable for orders placed via this platform, and is obliged to keep the corresponding login data secure.

### **Scope of services**

Apostroph is responsible for fulfilling the order faithfully and professionally. The Customer must provide all the translation aids required to fulfil the order properly.

Apostroph undertakes to translate the text correctly and professionally into the desired target language, or to revise or correct the text in that language. The individual services are stated separately in the delivery confirmation. Individual terminology implemented by the Customer can be observed only if this has been agreed in writing in advance. If the text contains elements that cannot be edited electronically, for example in pictures and illustrations, these will also be translated subject to prior agreement. Where possible, the original formatting will be adopted. Time spent converting and formatting text will be charged separately.

Apostroph may refuse an order in writing if its content and text infringe standards of public decency, or the difficulty or scope of the order do not permit an appropriate quality of translation within the set deadline. Refusal on the part of Apostroph does not give rise to any entitlement to payment.

### **Delivery**

Orders will be delivered to the Customer on the agreed date and in the form desired. Notwithstanding any written agreements to the contrary, translations of up to eight standard pages (comprising a maximum of 25 standard lines per page) are generally sent by e-mail within 72 hours of receipt of the source text. Apostroph recognises guaranteed delivery deadlines only if these have been expressly agreed with the Customer in writing.

The place of performance for all contractual services is the official registered office of the Apostroph branch concerned in Switzerland.

### **Duty to report complaints**

Complaints concerning services provided by Apostroph are considered only if they are made in writing to Apostroph within 30 days of delivery of the translation. Such written complaints must state the order number, the

target language, and detailed, qualified feedback. In cases justified in writing, Apostroph will have the translation revised or, if necessary, re-translated, free of charge. Revision and re-translation are excluded if the discrepancies have been caused by the Customer themselves, for example because they have provided incorrect or incomplete information, source texts containing errors, or the wrong source texts.

Notwithstanding mandatory legal liability for gross negligence or criminal intent, any liability on the part of Apostroph for further claims by the Customer is expressly excluded.

### **Payment**

The price is determined by the language for which the higher rate is charged, as well as by the degree of difficulty. For all languages using the Latin alphabet, Apostroph's rates are calculated per standard line translated. One standard line comprises 50–55 characters, including spaces. Following consultation with the Customer, express orders, i.e. those which must be completed within 48 hours, carry a surcharge of 50% or 100%. All prices are stated exclusive of statutory value-added tax. All transport costs, courier costs, cash-on-delivery charges, express consignments or registered post charges incurred as a result of special Customer requests will be invoiced separately.

Apostroph generally sends out its invoices by e-mail, in PDF format. Any other invoice addresses must be notified to Apostroph in writing no later than when the order is placed. Apostroph is entitled to charge invoicing fees.

Any set-off between claims by Apostroph and counter-claims by the Customer requires a prior, express and written agreement between the two parties.

Rights and obligations arising from this contractual relationship may not be assigned without the consent of Apostroph.

Invoices must be paid net within 30 days of the invoice date. If an invoice is paid after its due date, Apostroph is entitled to charge default interest of 8%, plus reminder fees.

### **Termination**

Until the translation is completed, the Customer may terminate the order during our official office hours. The costs incurred up to this point must be paid in full by the Customer, in accordance with the degree to which work on that translation has already progressed. In all cases, this duty to reimburse costs amounts to at least 50% of the value of the order.

### **Liability**

Apostroph bears the risk of data loss until the translation is made available on the myAPOSTROPH platform or sent by e-mail from the Exchange server. Claims for damages against Apostroph arising from the contract, from fault in conclusion of the contract (*culpa in contrahendo*), positive infringement of the contract, or default, are excluded to the extent permitted by law. Liability for auxiliary personnel is excluded in all cases. Apostroph is not liable for any failure to provide services, or delay in providing services, as a result of force majeure or of unforeseen, temporary obstacles to providing such services for which it is not at fault, specifically strikes and lockouts, as well as the failure of communications networks and gateways operated by other providers.

Liability for loss or damage arising from the use of services from Apostroph, from the incorrect storage or transmission of data by Apostroph, or from the loss of texts and documents for which Apostroph is at fault is limited to the proven level of that loss or damage. In any event, liability is limited to CHF 300 per page, and may not exceed the amount of a maximum of CHF 15,000 per case.

### **Exclusion of warranty**

Apostroph offers no guarantee that the service provided in any given case will be permitted or appropriate for the Customer's purposes. This applies in particular to cases in which the text that has been delivered is to be published or used for promotional purposes. In this respect, the legal risk attached to fitness for use or publication is borne by the Customer alone.

**Confidentiality and data protection**

Apostroph hereby declares that its staff and subcontractors are required to maintain strict confidentiality and to comply with data protection standards. Apostroph has taken all technical and organisational precautions necessary to ensure that the requirements of the Federal Act on Data Protection are met. Apostroph makes every effort to employ the latest technology to protect electronic data communications against any viruses or sabotage programs. It is not possible to guarantee 100% security, however. The attention of the Customer is hereby expressly drawn to the residual risk involved.

The data received from the Customer in connection with the order remain with Apostroph for archive purposes. These data are deleted only at the express written request of the Customer.

**Non-solicitation agreement**

The Customer undertakes, for the duration of the Parties' collaboration and a period of three years thereafter, not to solicit any professionals working at Apostroph or as a subcontractor for Apostroph away from the company, or to employ them without the consent of Apostroph. The Customer undertakes to pay a contractual penalty of CHF 50,000 for each case of culpable non-compliance with this clause. The payment of a contractual penalty does not release the Customer from their duty to comply with the non-solicitation agreement.

**Copyright**

The Customer warrants that the content that is to be translated does not violate copyright held by any third party. The Customer will indemnify Apostroph should any claims be made against Apostroph on the grounds of a violation of proprietary rights.

**Applicable law / place of jurisdiction**

Contracts concluded on the basis of the present GTC are subject exclusively to Swiss law. The provisions of the Swiss Code of Obligations (*Obligationenrecht*) otherwise apply. The place of jurisdiction for Apostroph Luzern AG and for all subsidiaries is Lucerne.

**Severability clause**

Should individual provisions of these GTC become ineffective or invalid, the validity of the remaining provisions shall remain unaffected. The ineffective or invalid provision must be replaced by the relevant statutory provision which most closely reflects the intended meaning of the original provision. The same applies in the event of any loophole.