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I. General and Scope

The following general commercial terms and conditions shall apply as contractual provisions for all translation services to be provided by mt-g medical translation GmbH & Co. KG ("mt-g"), including additional services ("services") for a client. Other client terms and conditions shall be invalid, even if not expressly objected to. They shall be valid only if and insofar as they are expressly acknowledged in a particular case. Changes of any kind and oral agreements are valid only if and insofar as they are expressly acknowledged in writing by mt-g. By placing the order, the client accepts these general commercial terms and conditions and they shall apply for the entire duration of the commercial relationship with no need for renewed agreement. The content and scope of mt-g's delivery and service obligations shall be determined exclusively from the written offer, the written order confirmation and these general commercial terms and conditions.

II. Offers and Order Confirmations

Only mt-g's senior management (managers and persons vested with general commercial power of representation) are authorised to make binding declarations, to enter into contracts and to collect payments. Unless otherwise specified, offers issued by mt-g are binding for a period of seven calendar days from the date they are issued. The offers are only binding in written or text form and can only be accepted in written or text form. Oral or written order placement by the client or oral acceptance of an offer shall only become valid on issue by mt-g of the written order confirmation by a letter, fax or e-mail. mt-g has the right to decline orders issued by the client but not yet confirmed by mt-g without stating the reasons.

Delivery times specified in offers, order confirmations, contracts, etc. and quantities, measurements, times, sizes, weights and colours indicated shall only ever be considered approximate; line counts (55 characters/line) refer to the estimated provisional number of lines in the target language. In some cases these may differ significantly from the actual count in the subsequent translation due to a variety of factors. If a "word" count is given, the source language shall be the basis of the calculation, provided it is technically straightforward to produce an accurate source word count (using a computer). The specified word count shall be regarded as approximate and may in certain circumstances differ significantly from the actual word count due to a variety of factors. Hour specifications are estimated. These may in certain circumstances differ significantly from the actual number of hours required due to a variety of factors. The actual number of hours required shall be invoiced.

If an order is amended by the client once it is already being processed, e.g. source text changes (updates), terminology adjustments, reference adjustments, changes of product information during EMA procedures (Opinion and Linguistic Review), volume/deadline changes, service adjustments, etc., mt-g shall be entitled to invoice the additional project management and other costs and to adjust delivery times and delivery formats. A separate amendment order (contract) may be necessary. In the event of amendments to the contract by the client, mt-g shall have the right to decline the order without specifying the reasons.

III. Client's Duty of Co-operation and Ban on Headhunting

The subject matter of the transaction must be absolutely clear from the client's enquiries and orders of whatever kind.

The services, delivery times and prices are based on the order being placed within the required period of time and the timely provision by the client of all documents and information required for completion of the order; these shall be forwarded in good time to mt-g as complete, understandable, correct and legible documents in electronic form prior to the start of the services to be performed. The client's duty of co-operation shall extend to special implementation guidelines, project plans, schedules, existing translation memories, terminology (company glossaries), style guidelines, templates, standard specifications, readiness for printing, typeface, layout specifications, form specifications, colour specifications, software licences, screens, tables, fonts, images, weighting of literal translation and translation of the overall meaning, etc. which should be notified to mt-g prior to the issue of an offer but no later than when the order is placed.

Symbols, abbreviations, words, terms, phrasing, idioms, passages, texts, etc. in the source text which, based on general understanding, may be regarded as or taken to be incomprehensible, unclear, ambiguous or illegible, etc. or which do not correspond to the general vocabulary or usage or the general terminology of the specialist area concerned in the source language shall be fully clarified by the client when the order is placed.

The client shall not provide mt-g with original documents unless compelling reasons necessitate this. If necessary, mt-g shall produce and store copies of original documents unless otherwise agreed.

The client's duty of co-operation and availability extends over the entire processing period and in the event of complaints (see Section VIII "Acceptance, Complaints, Notification of Defects and Warranty"). If questions arise during processing regarding the implementation guidelines referred to above and these questions have to be clarified between mt-g and the client, the processing period may be extended until these questions have been clarified. mt-g is not thereby in default and shall have the right to deliver at a corresponding later date. mt-g shall not be liable for errors of any kind, especially in the case of translations, layout services, postponements, etc. arising from the client's failure to comply with these obligations.

As a matter of principle, the commercial relationship exists between the client and mt-g. The client's making contact with mt-g's sub-contractor or external service provider therefore necessitates the prior, express and written approval of mt-g. Where the sub-contractor is named, the client is prohibited from entering into its own separate service contracts with this sub-contractor. This ban on headhunting applies for the duration of the contractual relations between the client and mt-g as well as for a subsequent period of three years following the termination of the contractual relations.

IV. Performance of the Services

The services shall be performed according to proper professional principles. In performing the services, mt-g shall make appropriate use of internal and external specialists as vicarious agents and persons employed in performing its obligations, including contractually bound sub-contractors (e.g. translators, proof-readers) and external advisors, agencies and companies.

If no special instructions or implementation guidelines are available from the client in the case of translation services, specialist terms shall be translated in the manner generally usual, lexicographically justifiable or generally understandable. mt-g shall have a reasonable degree of discretion as regards expression and style.

mt-g is registered under ISO 17100. For each translation order the client decides at his own discretion whether he wants the work processed in accordance with ISO 17100 or whether he commissions proofreading by a second specialist translator.

V. Fees, Terms and Prices

The agreed fees and prices are quoted net in EUR exclusive of the statutory rate of VAT. Packaging, dispatching, transport insurance and other expenses will be invoiced separately. Prices quoted on a word and line basis (55 characters/line) comprise the translation as such and delivery unformatted as running text, possibly in paper form or as a text file in DOC, DOCX, RTF, TXT or PDF format. Special formatting, data preparation, transfer of the source texts and/or the translation into other formats (data conversion), creation of forms, processing of graphics, image processing, DTP layout creation incl. font adaptation, translation memory and glossary creation,

administration, editing and checking as well as proofreading by a second translator and further additional services shall be invoiced separately on a time basis. Unless otherwise agreed, the prices and terms contained in the mt-g price list/list of terms valid on the date the contract entered into shall apply. mt-g shall be bound by the prices agreed for goods and services insofar as delivery or performance occurs or should occur within four months of entry into the contract. Thereafter, mt-g shall be entitled to invoice the prices valid on the date of delivery. In the case of goods or services provided in the context of a continuous obligation, mt-g shall likewise be entitled to invoice the prices valid on the date of delivery.

VI. Delivery

Unless otherwise agreed, the services shall in principle be delivered in unencrypted form as electronic file attachments by e-mail to the address specified on placement of the order (see Section XI "Secrecy, Data Communication, Data Protection"). The client shall ensure that its electronic mailbox is always fully ready to receive at any time during the order processing period. Any restrictions on e-mail receipt shall be notified immediately. mt-g shall be entitled to deliver in appropriate instalments and to invoice each such instalment separately. If at the client's request, mt-g sends the documents via a carrier, the risk shall pass to the client as soon as mt-g has transferred the documents to the person or organisation designated as the carrier.

Unless otherwise contractually agreed, the translation shall in principle be delivered unformatted as running text. Special formatting, conversion to other formats (DTP formats), the editing and/or production of layouts, graphics, images, fonts, etc., and proofreading by further specialist translators can be ordered separately.

Until full payment has been received from the client, the completed services remain the property of mt-g (copyright). Upon fulfilment of its contractual obligations, however, the client is entitled without restriction to make use of the services.

VII. Delivery Deadline

If no delivery deadline has been agreed, mt-g shall deliver the services within an appropriate period of time after order confirmation.

Delivery deadlines shall be agreed in writing and shall be specified in the order confirmation created by mt-g. The condition of adherence to the delivery deadline is the timely provision of all documents and information required to carry out the order as well as the fulfilment of the client's duty of co-operation as per Section III "Client's Duty of Co-operation and Ban on Headhunting". If a delivery deadline is exceeded, the client shall issue mt-g with a written reminder and set an appropriate period of grace for the delivery according to the scope and difficulty of the services to be performed. Delivery complications affecting mt-g or its vicarious agents and persons employed in performing its obligations, whether as a result of force majeure, official measures, strikes, riot, fire, transport, energy, transmission or similar disruption, shall suspend any delivery times and deadlines. The suspension shall end when the relevant disruption is remedied or comes to an end. mt-g undertakes to inform the client without delay of the start, reason for, expected duration and end of the suspension.

If the client defaults on payment, mt-g may at its discretion withhold any further deliveries or demand payment in advance.

Compensation for delay in performance or impossibility of performance due to reasons which are the fault of mt-g shall be governed by Section XII "Liability".

VIII. Acceptance, Complaints, Notification of Defects and Warranty

The client shall immediately check the delivered services for completeness and particularly for the correct and complete transcription of names, titles, dates, numbers, units of measurement, fonts, images, screens, format specifications, style guidelines, selection marks, etc. The client shall accept delivery if it does not reveal any significant defects. When making a complaint the client shall specifically describe the linguistic, factual or spelling mistakes and shall notify mt-g of these in writing within an exclusion period of fourteen calendar days following receipt. Once this period has elapsed, the services shall be regarded as accepted without defects. Translation defects which are attributable to poorly legible, incorrect or incomplete text provided or to defective or incorrect client terminology, client translation memories and client project specifications are not the responsibility of mt-g. The

client's warranty claims shall be limited to subsequent performance. If subsequent performance is unsuccessful, mt-g shall be entitled to rework the assignment a second time based on the defects precisely specified by the client. If subsequent performance fails a second time, the client may, following consultation with and the agreement of mt-g, reduce the remuneration or withdraw from the contract. In the event of complete withdrawal from the contract, all rights to the translation revert to mt-g.

Compensation shall be limited to liability in the cases specified in Section XII "Liability". The warranty period is twelve months and commences on acceptance of the services.

IX. Cancellation

Cancellation of an issued service order is always possible and shall be undertaken in writing, specifying the reason. Upon cancellation by the client of an issued order, the client is obliged to pay for the services and work performed up to the time of cancellation and to reimburse the incurred costs. mt-g shall deliver the services performed up to the time of cancellation to the client. The client shall also reimburse a flat rate charge of 20% of the balance of the compensation for services not performed, in which case the client shall be at liberty to prove that actual work and expenses were less than this.

X. Industrial Property Rights, Checking

mt-g does not check whether the documents and information provided by the client and required for the purpose of carrying out the order or the services produced as a result infringe third party industrial property rights in terms of text, images, layout or any other manner (such as e.g. copyright, data protection, licence rights, patent rights, trademarks, brands, competition rights, etc.) or violate any statutory regulations. Nor does mt-g check whether the service requested by the client, including the source documents, other documents and information provided are correct, plausible and/or complete, etc. in terms of their content. The client undertakes to indemnify mt-g in full against such breaches, liability and consequences of whatever kind. The client is itself responsible for checking texts, images, graphics, etc. produced or supplied by mt-g for possible infringements of industrial property rights or laws and as regards the correctness, plausibility and completeness of the content. Should mt-g nevertheless point out infringements, breaches, inaccuracies, etc. in a particular case, this is done with no guarantee as to the correctness of the information and hence neither leads to an exemption from objections, nor does it release the client from its own obligation of checking.

XI. Secrecy, Data Communication, Data Protection

mt-g undertakes to oblige its internal and external vicarious agents and persons employed in performing its obligations and sub-contractors to keep confidential all client information (texts, documents, data) of which mt-g obtains knowledge in the context of performing the service. To perform the services, mt-g is entitled to pass this information on to vicarious agents and persons employed in performing its obligations, including contractually bound sub-contractors.

mt-g's confidentiality obligation also applies to the period after completion of the translation order or if an order does not come about.

The above confidentiality obligation does not apply to information that

- was obvious at the time of receipt,
- has become obvious since receipt without the involvement of mt-g,
- was already known at time of receipt by the receiving party - provided that it did not receive the information directly or indirectly from the transferring party and/or
- has been made accessible in a legal manner by a third party since receipt by the receiving party and without an infringement (recognisable by the recipient) of a confidentiality agreement imposed on the third party,
- shall be disclosed due to a statutory, official or court instruction. In this case, mt-g shall inform the client prior to disclosure.

The following procedure applies to all information (texts, data and documents) exchanged in writing (by post, fax transmission, e-mail, electronic data media, and electronic data exchange) or orally (in person, by telephone) in the selection of the communication medium and the related level of security:

Data communication and the security measures adopted during project processing, including data communication by mt-g with its internal and external vicarious agents and persons employed in performing its obligations and sub-contractors shall be undertaken in the same form as is used by the client in communicating the data to mt-g. This data communication procedure represents the agreed security standard in the processing of the project. mt-g will not check the communication medium used or selected by the client or the related security risks.

The client shall make its encryption solutions, encryption software, licences, etc. available to mt-g free of charge. Additional encryption techniques and other security precautions and security standards during the processing of the project and data communication shall only be offered by mt-g if expressly requested in writing and these shall be invoiced separately.

The client's personal data will be handled in compliance with mt-g's [Data Privacy Statement](#). If the materials submitted by the client to mt-g for translation contain personal data, the client should anonymise the data prior to disclosure and transfer to mt-g. The client is the Controller as per Art. 4 (7) of the General Data Protection Regulation. Whenever materials submitted by the client to mt-g for translation contain personal data, mt-g will consider that the client has received the data subject's lawful consent for the disclosure and translation of their personal data to and by mt-g or verified the lawfulness of the processing.

XII. Liability

No liability is accepted for damage caused by the client's passing on mt-g's service without checking. If translations supplied by mt-g are used as a template for printing or otherwise reproduced or published, it is mandatory that translation with proofreading by a second specialist translator is requested.

Liability on the part of mt-g, its employees and its vicarious agents and persons employed in performing its obligations shall be limited to cases of gross negligence and intent. Irrespective of the legal basis of liability, the extent of liability shall be limited to the net value of the order (exclusive of VAT). Liability for loss of profit and indirect consequential damage is excluded. Liability for damages for death, personal injury or damage to health resulting from intent or negligence shall not be affected by these restrictions.

mt-g shall bear no liability for damages caused due to the client's choice of communication medium (post, fax, telephone, e-mail, electronic data exchange) and/or the security standard thus specified by the client.

mt-g shall bear no liability for damages due to business disruption, in particular through force majeure such as acts of nature and transport disruptions, network and server failures, other connection and transmission failures that are not mt-g's fault and other disturbances. mt-g shall be entitled to withdraw from the contract in whole or in part in such cases. The same shall apply if mt-g has cause to suspend or restrict operations in whole or in part, particularly the online service, on individual days or for a certain period. Moreover, liability for damages caused by computer viruses shall be excluded if and insofar as mt-g has not caused such damage due to gross negligence or intent. If information is delivered by e-mail, EDI or other remote transmission methods, the client is responsible for ultimately checking the information. mt-g will not accept claims for compensation arising from defective or incomplete transmission of information if and insofar as the damage has not been caused by mt-g itself due to gross negligence or intent.

XIII. Reservation of Title, Payment and Set-off

The completed services remain the property of mt-g until full payment has been received. mt-g retains the copyright to the delivered services. Upon fulfilment of its contractual obligations, especially the duty of payment, however, the client is entitled without restriction to make use of the services.

mt-g's invoices to the client are due and payable within fourteen calendar days of receipt without deductions. If the client defaults, mt-g may demand interest at 8% p. a. above the German Federal Bank's base rate until full payment is received.

Cheques and bills will be accepted subject to cashing; all costs and expenses shall be borne by the client. Any right of retention is always excluded with regard to payments. The client may only set off claims that are undisputed or are the subject of a final, unappealable court order.

XIV. Severability, Place of Performance, Jurisdiction

If one or more of the provisions contained in these general commercial terms and conditions are invalid, this shall have no bearing on the validity of the remaining agreement. In such an event, the parties undertake to agree on such provision as most closely matches the commercial objective of the invalid provision, and which they would have agreed had they been aware of the invalidity of the original provision.

The law of the Federal Republic of Germany alone shall apply to these general commercial terms and conditions.

The place of performance for all obligations arising from or in connection with these general commercial terms and conditions shall be D-89073 Ulm and the courts of that place shall have jurisdiction.

These general commercial terms and conditions (dated September 3 2018) shall apply for an unspecified period of time.