

1. Validity of the TOS

Profi Partner GmbH shall render its services exclusively upon the basis of these TOS. In principle, the TOS shall be valid for all orders which Profi Partner GmbH has been awarded by the Client. Profi Partner GmbH expressly states that any deviating Business Terms and Conditions of the Customer are hereby not approved.

2. Conclusion of the Contractual Agreement

- 2.1. The conditions which Profi Partner GmbH submits to the Client—before the Client submits his electronic order—shall have the legal character of an invitation to submit an offer.
- 2.2. Upon Profi Partner GmbH's written confirmation of the order, the contractual agreement shall be considered to have been concluded at the corresponding prices and conditions (cf. 2.1). The beginning of the prescribed delivery timeframe shall be considered to be the point in time when the order is confirmed by Profi Partner GmbH.
- 2.3. The Client shall issue the translation orders via e-mail. In the interest of the most seamless cooperation possible, orders shall also be accepted by telephone or in any other informal manner. However, any resulting problems in this regard shall be the Client's responsibility.
- 2.4. Delivery timeframes shall be stated to the Client to the best of our knowledge and belief. They shall always be considered to be only approximate timeframes.
- 2.5. Profi Partner GmbH reserves the right to not accept orders from Clients. The reasons for the rejection of an order shall include particularly: Texts with content which is punishable under the law or such content which violates good morals. An additional reason may be the existence of sets of circumstances which indicate that the implementation of an order may be unreasonable. Profi Partner GmbH shall not be required to state reasons for the rejection of an order and, in the case that it rejects the order, the Client shall be entitled to assert no damage compensation claims.
- 2.6. If the event that the quantity of words in the source text that is computed by our automated price calculator should contain large discrepancies (e.g. written documents with images and graphics), we shall charge the actual number of words of the source text. However, deviations from previously-submitted prices, rush job surcharges or additional payment claims shall be immediately disclosed to the Client.

3. Scope of Service and Usage Rights

- 3.1. We shall not be liable for delays or implementation defects which are created by an unclear, incorrect or incomplete issuance of an order and/or ambiguous or even incorrect formulations in the source text. However, we shall in all conscience notify our clients of any mistakes that are discovered in the source text.
- 3.2. We may commission third parties for the implementation of all translation project work insofar as we consider this to be purposeful or required. In this regard, we shall be liable for carefully selecting such third parties for such commissioned work. It shall be considered to have fulfilled this obligation to exercise due care during the selection process if the commissioned third party is a translator who has been sworn/certified by the court for the respective language or with whom we and/or companies and translators whom we know have already cooperated successfully. In principle, the business relationship shall be considered to exist only between the Client and us. Any contact between the Client and one of our commissioned third parties shall require our consent.
- 3.3. Profi Partner GmbH shall be obliged to fulfil the standards for exercising due care which are generally valid for the industry and which must be fulfilled in the concrete circumstances of the individual case. During the fulfilment of the contractual agreement, Profi Partner GmbH shall maintain the current state of knowledge, which is recognized in professional practice, in the corresponding specialized field and in the affected languages.

4. Performances upon the Client's Part

- 4.1. Upon the receipt of the translation, the payment shall become payable. The offered prices shall be understood to be in USD net (plus VAT.).
- 4.2. In the event of orders of a larger scope, Profi Partner GmbH may make the conclusion of the contractual agreement contingent on an advance payment or a payment in instalments based upon the completed text quantity.
- 4.3. In principle, the invoice shall be issued electronically (via e-mail).
- 4.4. The invoice must be settled within 30 days. In the event that the payment is not rendered, a warning letter fee shall be charged in the amount of 50 euro (plus VAT) in addition to the invoiced amount subject to the granting of a notice period for rendering payment of at most 10 days.

5. Delivering the Work Product

- 5.1. The ordered work product shall be delivered to the Client in accordance with the data on the order form (cf. 2.1). Profi Partner GmbH shall be obliged to properly deliver the work product to the contact person specified on the order form.

- 5.2. A delivery shall be considered to have been rendered if the translation has been sent to the Client in documentable form (dispatch report). The preferred transmission method shall be e-mail or FTP. Upon request, the translation may be personally picked up in Munich.
- 5.3. Profi Partner GmbH shall not be liable for any delays which occur as the result of disruptions of the digital networks. We shall also not be liable for a flawed or defective transmission of the texts or their loss as well as for their damage or loss via non-electronic transport methods.
- 5.4. After successful delivery has been made (cf. 5.1), Profi Partner GmbH shall be permitted to list your company as a reference on www.Linguarum.de. This paragraph may be revoked at any time, in whole or in part.

6. Disruptions, Force Majeure, Restriction of Operations, Network Errors, Viruses

- 6.1. We shall not be liable for damages which have been created through the disruption of our operations—particularly by force majeure, e.g. natural events and traffic disruptions, network and server errors, any other cable and transmission disruptions and other hindrances for which we are not responsible. In such exceptional cases, we shall be entitled to withdraw from the contractual agreement, in whole or in part.
- 6.2. We shall not be liable for damages which are created by viruses. In order to avoid a risk of infection, we use 256 Bit SSL encryption and regularly-updated anti-virus software and also recommend this to our clients.

7. Notifications of Defects & Rectification

- 7.1. If no special agreements have been concluded regarding the qualitative requirements for the translation or, based upon the type of order, no specific requirements are evident, the Contractor shall undertake the translation of the text to the best of his knowledge and ability, completely and grammatically correctly, for informational purposes.
- 7.2. Upon receipt, the Client must promptly inspect the delivered work product for defects. Any obvious defects must be promptly reported. Any hidden defects must be reported immediately upon their discovery, but nonetheless by no later than within three months. Any more extensive claims—including damage compensation claims owing to non-fulfilment—shall be excluded. Owing to the service character of the translations, we shall accept no requests for returns and/or refunds of more than 15 %.
- 7.3. If and insofar as a work product deviates from the contractually-agreed requirements, the Client must grant Profi Partner GmbH an appropriate extension period for making rectification.
- 7.4. If the Customer does not announce that the translation is intended for printing, he does not provide us with proofs before going to print and prints without our approval, then he shall be fully responsible for any defects.

8. Delivery Delay, Rescission

In cases in which we are responsible for a delivery delay and the impossibility of rendering performance, the Client shall be entitled to withdraw from the contractual agreement only if the delivery timeframe has failed to be met by an inappropriately long period of time and he has set an appropriate notice period for us in writing. For any belated delivery of translations, the Client may demand a refund of up to 15 % of the translation costs.

9. Confidentiality and Protection of the Data

- 9.1. Profi Partner GmbH shall endeavour to safeguard the confidentiality of the transmitted texts. We shall be obliged to maintain secrecy with regards to all factual circumstances which become known to us in conjunction with our work activities for the Client. However, in view of the electronic transmission of texts and data as well as any other communication in electronic form between the Client and us and any possible vicarious agents, we cannot guarantee the absolute protection of business and trade secrets and other confidential data and information because it cannot be ruled out that unauthorized third parties can access the transmitted texts electronically.
- 9.2. Within the parameters and the restrictions of the data protection law guidelines, we shall be entitled to process and store the Client's personal data in conjunction with the new data protection guidelines (EU GDPR effective as of 25 May 2018). In this context, we refer expressly to our Data Protection Declaration.

10. Applicable Law

The contractual relationship and any additional business relationships between us and the Client shall be subject exclusively to German law while excluding the United Nations Convention on Contracts for the International Sale of Goods.