

General Business Terms

General

The following general terms apply to all individual agreements for

- 1) leasing of interpreting equipment and conference systems,
- 2) organisation of interpreter teams,
- 3) translations in writing.

The client bindingly accepts these general business terms for the present individual agreement and also for all future businesses. Any deviating agreements require a written consent of easymeeting Dolmetsch+Technik GmbH. The client renounces the assertion of his own terms and conditions which also will not become subject matter of contract by easymeeting's silence or by its achievements.

(1) Lease of interpreting equipment and conference systems

(1.1) Subject matter of contract

Based on this contract, the lessor (easymeeting Dolmetsch+Technik GmbH) leases against payment to lessee (client) products and services listed in the individual lease agreements. Lessor's quote for the individual leasing agreement is subject to confirmation. The individual leasing agreement becomes effective with lessor's order confirmation.

(1.2) Building up and delivery

The lessee has to ensure that premises, fittings and utility installations corresponding to agreement with lessor are available in due time before installation of the interpreting system. The associated costs shall be borne by the lessee. Unless other arrangements have been made, lessor will be responsible for delivery of equipment and for ready-to-use installation of the interpreting system to lessee's premises. The costs incurred for this shall be borne by lessee. Additional efforts and expenses e.g. resulting from supplementary services, impediments of achievements, work on Sundays and public holidays as well as night jobs and extra work shall be borne by lessee. If lessor is hindered to deliver and install the interpreting equipment in time and without being guilty of intent or gross negligence, both parties to this agreement shall be released from their contractual obligations. Lessee's claims for damages against lessor are excluded according to these general terms and conditions.

(1.3) Lease period

The individual lease agreement shall start at the day of the ready-to-use handing over and shall end at the contractually agreed return of the interpreting equipment or systems

(1.4) Lease fee

Unless stated otherwise by the lessor, the lessee shall pay in full the lease fee agreed upon in the individual lease agreement upon receipt of invoice and the payee is exempted from the expenses.

If an overnight stay is required for the technicians in case of assignments outside of Vienna, the costs thereof shall be borne by the lessee. In each case the actual incurring costs shall be invoiced, whereby organizer's suggestions/reservations hereof generally are accepted but are not binding in case of unacceptability (regarding both to quality as well as any other conditions). At events that take place outside of Vienna the operator shall bear the subsistence expenses which can be made by a) provision of meals, b) payment of presented vouchers, c) settlement of fixed meals per diem.

In case if the lessee defaults, the lessor is entitled to charge default interest of 3% above the respective discount rate of the Österreichische Nationalbank. The lessee is entitled to lien only if his counterclaim originates from the same lease agreement. He is only entitled against lessor's claims if easymeeting recognised lessee's counterclaims or if these are legally valid.

(1.5) Withdrawal from lease agreement

In case lessee withdraws from contract before transfer for use of contractual items, he shall pay for

- a, withdrawal from the conference 5 days prior to commencement 50%
- b, withdrawal from the conference 48 hours prior to commencement 100%

of the lease fee plus 20% VAT.

Expenses incurred for third-party services (e.g. transportation costs, equipment redirection, hirings, etc.) are to be refunded in any case. Lessee's withdrawal from contract is only possible if he is hindered without his own fault.

(1.6) Property and ownership relationships

The leased system remains lessor's property. The lessee is not allowed to bring the interpreting system or parts thereof to a location other than agreed upon in the individual agreement.

(1.7) Use by third parties

The lessee is unauthorised to make the leased objects available to third parties.

(1.8) Issuing of receivers and headphones

The lessee is responsible for handing over of receiver and headphones. He has to provide the required personnel for this. Upon request, lessor takes on to provide appropriate assistance for handing over of receivers. The costs thereof shall be borne by the lessee. The handing over procedure shall be without prejudice to item 1.9.

(1.9) Lessee's liability

Lessee is obliged to treat the interpreting system with care, store it in a safe place that can be locked (!) and offers protection from damage and theft, and use it for no other than the intended purpose.

The lessee shall bear the risk of damage or loss of the leased equipment property for the duration of the lease period. In the event of damage or loss, lessor and lessee shall issue a mutual report on site. In case this report isn't issued, the lessor shall document either on installation site or on return of leased equipment at the inventory respectively the condition of the interpreting system. Lessor can choose to have damages of system parts whereof lessee is liable to have correct the defective parts through repair or through exchange, at our discretion at cost price.

Missing system parts (e.g. receiver, headphones) which are not returned to lessor within 5 days after expiry of the lease period will be invoiced to lessee.

In case of returning the leased equipment with delay, lessee shall be liable for the damages incurred (e.g. leasing of additional equipment for next application). However, at least he will be charged the amount of agreed lease rate.

(1.10) Lessor's liability

Lessee's claims for compensation of damages of any type and on any legal basis are excluded unless lessor is guilty of intention or gross negligence or he is compellingly liable or contravenes his contractual obligations due to the absence of guaranteed characteristics which are essential for achieving the contractual purpose.

(1.11) Return of interpreting system

When the individual lease agreement ends, lessee is obliged to promptly return the system in proper condition to lessor.

(2) Organizing of interpreter teams

(2.1) Subject matter of the contract

Based on this contract, easymeeting organises interpreter teams for contractee's event in accordance to his declared specifications. All interpreters deployed by easymeeting have a respective university education and professional experience.

(2.2) Client's obligations

Client is obliged to give written notice to easymeeting about the exact demands with regard to the required language combinations, staffing arrangements or any specific requirements which are beyond the normal trade knowledge of these experienced conference interpreters. Any alterations at a later date only apply upon easymeeting's written confirmation.

Additionally, client is also obliged to provide easymeeting with sufficient information material and data/documents for each interpreter of the team. This is because quality of the interpretation depends on interpreters' preparation and thus on information (lecture manuscripts, presentations, reference material) provided by the client which applies especially to text read or videos/movies shown during the event. The documents should be provided preferably by electronic channels. If the client doesn't provide documents in sufficient amounts and in due time, this absolves easymeeting from all liability regarding quality of the accomplished interpreting. If easymeeting does not receive reference material in sufficient amount, it shall be entitled to reproduce it on itself and to charge expenses hereof to client.

(2.3) Contractor's obligations

As a contractor, easymeeting is obliged to exclusively collaborate with experienced interpreters acquainted from practice. It endeavours to set up interpreter teams according to each interpreter's subject area. In the event of any claims/complaints regarding quality of interpreting, client is obliged to prove the queried shortcoming in concrete terms and referring to the interpreter in question (for instance with the aid of tapes). In case of criticising quality of interpreting on part of the client, he shall claim liability only against this individual member of the interpreting team but not against easymeeting.

Regarding the assignment, easymeeting is available as sole contact point for the client before, during and after the conference and offers its services either separately or as total package. It should be noted that interpreters and translators of easymeeting are strictly prohibited to collaborate directly with clients of easymeeting. Hence, in the event of violation to which they are involved as principal, clients of easymeeting are willing to appear as a witness for easymeeting in case of litigation.

(2.4) Interpreter fees

The fee for interpreting is determined according to easymeeting's written quotation.

Quotations only apply if made in written form. Other quotations are only non-binding guidelines.

Estimates given more than a year prior to the date of the event are subject to a stable value clause and an increase of 5% to the rate per year is admissible (applies to both interpreting and interpreting equipment).

In the event that for reasons which lie beyond easymeeting's sphere of responsibility, the reservation of interpreters at higher rates than initially scheduled becomes necessary or this causes additional expenditure (e.g. organiser's late reservation), the client has to pay in full the thus incurred overruns.

Generally, interpreter fees are based on daily rates. A complete day's rate covers either interpreters' attendance at the venue of 8 hours including breaks or 6 hours of work net. In case the agreed working time is to be exceeded, overtime rates per interpreter and hour shall be invoiced.

For Events in Vienna, it can be agreed upon a half day's rate with a maximum attendance of 4 hours or a maximum work duration of 3 hours. In the event that the agreed working time is exceeded, the daily rate shall be charged.

The daily or half day's rate as well as overtime shall be charged from the moment requested and notified in writing by the client at which the interpreter(s) are expected at the venue. A delay in starting the conference is not taken into account. Hours started shall be invoiced as completed hours. A compensation of remaining hours of a shorter day of conference against duration of another day is expressly excluded, respectively requires a clear written agreement before starting the conference. Unless agreed otherwise in writing, easymeeting will not invoice the organisation of interpreter teams.

(2.5) Copyright fees

For audio recording of interpretation, a copyright fee of 50% of agreed daily rate is due to interpreters. For recordings of direct quotes (floor) this fee is omitted. The client commits himself to inform easymeeting in written form about recording.

(2.6) Expenses for events outside of Vienna

Any expenses and other costs shall be charged on basis of the written agreement.

(2.6.1) Travel

In the event that these agreements include a certain type of travel for the interpreters/technicians to the venue but this cannot be complied with due to conditions outside of easymeeting's reach (e.g. going by train but strike of railway service), this entitles easymeeting to organise travel by other means and to invoice the appropriate costs (e.g. instead travel by car and charging official mileage plus possible tolls). With assignments outside of Vienna, in case the distance between venue and railway station/airport or hotel for the interpreters/technicians is more than 500 m, the operator shall provide transport in context of the event for these routes and for getting there and back respectively bear the costs for taxi rides.

(2.6.2) Overnight stay

If an overnight stay is required for the interpreters in case of assignments outside of Vienna, operator shall bear the costs thereof. In each case the actual incurring costs shall be invoiced, whereby organizer's suggestions/reservations hereof generally are accepted but are not binding in case of unacceptability (regarding both to quality as well as any other conditions).

(2.6.3) Fare

At events that take place outside of Vienna, the operator shall bear the subsistence expenses for the interpreters which can be made by a) provision of meals, b) payment of presented vouchers, c) settlement of fixed meals per diem. The operator commits himself to provide on his expenses enough beverages to the interpreters during their work in the booth.

(2.7) Withdrawal from contract

In case client withdraws from the contract, he shall pay for

a, withdrawal until 21 business days before the conference starts	50%
b, withdrawal within 20 to 7 business days before the conference starts	75%
c, withdrawal later on	100%

of the contractual agreed fees plus 20% VAT.

Expenses incurred for third-party services (e.g. already booked flight tickets, hotel reservations of interpreters) are to be refunded in any case.

(3) Written translations

For written translations, apply the terms and conditions for translation agencies of Innung Druck of Wirtschaftskammer Österreich with the following amendments:

(3.1) Equivalent to the written agreements mentioned in this GTC are oral agreements if they are documented in writing by easymeeting or correspond to common practice of the industry.

(3.2) Fees

In case the client asks for delivery of the translation in any format other than Microsoft Word, the additional effort shall be invoiced in hourly rates (time) respectively any extra charges.

(3.3) Delivery

Unless agreed otherwise and if this is technically possible, delivery will be effected by email. In this case easymeeting's transmission protocol shall be considered to be the proof of delivery respectively for delivery date. The obligation to deliver is fulfilled by easymeeting delivering the translation in mere continous text format. If texts cannot be delivered by email due to special graphic elements which produce larger files, easymeeting is entitled to delete those graphics and to deliver in mere text format. The risk for any delay due to technical reasons are borne solely by the client.

(4) Force majeure

In case of force majeure easymeeting is obliged to inform the client. Force majeure entitles both client as well as easymeeting to withdraw from contract. However, the client shall compensate the contractor for expenses and services already provided.

Valid as force majeure are especially: industrial disputes, acts of war, civil war, occuring of unforeseeable events which probably impairs the contractor's ability to fulfil the contract as agreed, due to hazard, disease, accident, death.

(5) Data protection

The personal data of the client which is received in connection with the business relationship will be processed from easymeeting or its affiliated companies in accordance with legal requirements.

(6) Billing procedures and payment terms

Generally, easymeeting's invoices are due upon receipt thereof. From clients based outside of the Republic of Austria the agreed billing amount has to be received on easymeeting's company account 3 days before the start of the event. The failure to comply with this condition entitles easymeeting to not fulfil the agreed service and hence, in this case, the contract is deemed to be cancelled and conditons for cancellation become effective. Any additional services/overtime shall be settled after the event. All transaction fees and bank charges are to be borne by the client.

(7) Final clauses

Subsidiary agreements, changes and/or ammendments of this terms and conditions as well as of the respective individual agreements shall be made in writing in order to be effective.

Should any provision of these Terms - for any reason whatsoever - be or become not applicable, this will not affect the effectiveness of the remaining terms.

Place of jurisdiction for any dispute arising in relation to these terms and conditions and the individual agreements is as per the jurisdiction of Court of Vienna.

AUSTRIAN LAW APPLIES

Effective: 1. January 2014