

TERMS AND CONDITIONS (T+C)

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1. Scope of the General Terms and Conditions

These general terms and conditions apply to all deliveries, services and offers from **Linguation e.K.**, represented by **Mustafa Ünal, Tal 44 80331 München, Munich District Court, HRA 110348** (hereinafter referred to as "Linguation") via their website www.linguation.com. The deliveries, services and offers of the seller are made exclusively on the basis of these terms and conditions, even if the offer is accessed from outside the Federal Republic of Germany. The seller does not recognize deviating, conflicting or supplementary terms and conditions and hereby expressly objects to them, unless their validity is expressly approved in writing. The contract language is English. The law of the Federal Republic of Germany shall apply.

2. Conclusion of contract, prices

All prices mentioned include VAT and are shown in EURO. The prices at the time of the order apply. Before the buyer completes the order, the prices including VAT and the shipping costs incurred are already displayed in the order page.

The client can inquire about the implementation of a translation job via the Linguation website. Linguation will then calculate and provide a time-limited quote to the client via the Internet. When you place your order, you submit an offer to us to conclude a corresponding contract with you. Irrespective of this, Linguation is entitled to retrospectively withdraw from the contract if one of the reasons given in the regulation in accordance with Article 3 Paragraph 4 exists for the rejection of a text. In the event of rejection, the parties have no service obligations and / or other (replacement) claims.

The contract conclusion procedure is managed via the Linguation platform. Unless otherwise stipulated, Linguation's price calculations are always subject to change and non-binding. Linguation can make the conclusion of the contract dependent on written proof of the proper authorization, an advance payment or the presentation of a guarantee declaration from a German bank. Delivery dates are only binding if they have been previously confirmed in writing by Linguation. A written copy of the contract will be saved by Linguation after the contract is concluded and sent to the client by email upon request.

3. Scope of services

The client shall agree and accept that Linguation is only a intermediary between translators and the client; the client and translators shall use translation services at their own risk and shall be responsible to each other for their own actions, including translated contents. Linguation shall give no guarantees regarding on their actions.

For the above reason, Linguation is under no obligation to control and monitor translated content and makes no guarantees with respect to translation services via the platform (including but not limited to the accuracy, quality, reliability, completeness, legality of translations, translators language skills/translation expertise and/or whether clients provide accurate, explicit and complete information for translation services and/or whether a translation job will be completed at the estimated time).

Customized technical terminology requested by the client will only be taken into account after agreement and on provision of sufficient and complete documents such as pre-translations or word lists on placement of the order. Technical terms are otherwise translated as usual according to the quality standards in Paragraph 1.

Only texts are translated. If the text to be translated contains images (e.g. graphics, comics, etc.), Linguation can reject the translation of these parts or of the text as a whole. The same applies if texts contain criminal or illegal content, violate common decency, the complexity exceeds the skills of the translators (average standard) available to Linguation or if other particular circumstances make it unreasonable to Linguation to process the text; for example, where the difficulty and / or the scope of the submitted text make a reasonable quality translation impossible within the time specified by the client. In the event of rejection, there can be no claim for remuneration. .

The offers on our website are not legally binding, but represent a non-binding product offer. Our offer is subject to self-delivery. If the ordered service is not available for reasons that were not foreseeable when the contract was concluded and we are not supplied by a subcontractor through no fault of our own, we have the right to withdraw from the contract. In this case we will inform you immediately that delivery is not possible and we will immediately reimburse you for any monies already paid.

Regarding certified translations, the customer is responsible for making himself aware of the respective requirements (e.g. whether a translator from a particular federal state is required, in some cases when presenting to court) and for informing Linguation. If requests for changes are first made after delivery, Linguation reserves the right to reject them or to request a processing fee.

Unless expressly agreed otherwise in writing, all delivery dates are provisional. Unless expressly agreed by Linguation, the estimated delivery time is not critical to the delivery or provision of the Services and no delay shall entitle you to refuse delivery

or the Services or withdraw from the Contract. Linguation cannot be held responsible for the consequences of delay or non-performance of a delivery or service. Linguation will inform the customer immediately if it finds that it cannot meet a delivery deadline. The estimated delivery date is automatically calculated by the system according to length, content and the language requested for the translation and is different for each offer. Please refer to the individual offers for exact delivery times. Your translation will be delivered by email until the estimated delivery date, which is displayed during the ordering process. If translations are sent by post (certified translations), the estimated delivery date corresponds to the date and time at which the printed translation will be shipped at the latest. Linguation is not responsible for delays or losses from the time the translation is shipped.

If Linguation cannot meet a certain delivery period agreed in writing for reasons other than beyond its control and if the customer cannot reasonably expect a delay, the customer is entitled to withdraw from the order. In this case, however, Linguation is not obliged to pay compensation and the customer is not released from paying for translation work that has already been partially performed.

The customer will do its best to facilitate the delivery of the translation provided by Linguation in accordance with the contract. Any refusal to accept the translation constitutes a malfunction on the part of the customer, and the provisions of Article 4.6 apply accordingly, even if no express request for acceptance has been made.

You order in our shop by going through the following steps.

1. You upload your document to our system.
2. As soon as your upload is complete, select the language pair and click on "Calculate Price".
3. You will be able to see the calculated price options for your document as well as the estimated delivery date for your translation. Depending on your document type, our system might ask for more information in order to be able to provide a quote.

4. In the ordering process, you first enter your delivery and payment details. You get an overview of all the data of your planned order (price, language, estimated delivery).
5. By clicking the button "Complete Order", you send your order to us. Hereby the purchase contract is entered into force.

Information about the time of the conclusion of the contract can be found in the corresponding section in the terms and conditions. You can find more information about ordering process on our [How it works](#) page.

4. Payment

4.1. The seller reserves the right to exclude individual payment methods from the buyer.

4.2. The seller is entitled to initially offset payments made by the buyer against outstanding and due claims against the buyer.

4.3. The buyer can only exercise a right of retention if the claims result from the same contractual relationship.

4.4. The buyer has, subject to the restriction of section 4.1. the right to choose between the following payment methods:

Advance payment

If you choose the payment method prepayment, we will give you our bank details in the order email and start the translation after receipt of payment.

Credit card

When you submit the order, you provide your credit card details. After your legitimation as a legitimate cardholder, the payment transaction is carried out automatically and your card is debited.

PayPal

In the ordering process you will be redirected to the website of the online provider PayPal. In order to be able to pay the invoice amount via PayPal, you must be registered there or first register, legitimize with your access data and confirm the payment instruction to us. After placing the order in the shop, we ask PayPal to initiate the payment transaction.

The payment transaction is carried out automatically by PayPal immediately afterwards. You will receive further information during the ordering process.

4.5. If the customer is delayed with the payment, Linguation is entitled to charge default interest in the amount of 8% above the respective base rate of the European Central Bank p.a.. Linguation reserves the right to prove and assert greater damage caused by delay.

4.6. The agreed remuneration is due for immediate payment upon delivery of the translation and after invoicing without deduction. Linguation will invoice the customer accordingly. The claims are to be made within 14 days. Should you be in arrears with the payment of a claim, all claims are due for payment immediately. Linguation also has the right to charge default interest at the statutory rate, for the second and each additional reminder, a flat-rate reminder fee of EUR 2.50 each, whereby you are allowed to prove that we did not suffer any damage from the respective reminder or the damage is significantly lower than the flat fee. We reserve the right to provide evidence that greater damage has been caused by processing the respective reminder or by handing it over to a debt collection agency. In the event of a delay in payment, you undertake to reimburse all costs, expenses and cash expenses that we incur through the appropriate pursuit of claims. Without prejudice to a procedural reimbursement obligation, the costs of debt collection also include all extrajudicial (tariff) costs of a licensed debt collection agency and a commissioned lawyer.

4.7 Special and additionally agreed services require a surcharge or are billed according to expenditure. Certifications, adaptations of foreign-language advertising

texts, web and software localization, text capture, typesetting and printing work, formatting and conversion work, exclusive proofreading, editing work, express deliveries, the creation and expansion of a terminology list or a glossary will be billed separately according to effort or by agreement posed.

5. Rights

Insofar as the translator is entitled to copyrights for the respective translation, Linguation guarantees that the customer will be granted the right to use and exploit it without restriction in terms of place, content and time. The right to change and transfer to third parties is included. These rights are transferred to the customer upon payment of our invoice for the respective order.

The customer does not have the right to publish the translated texts as the translator of the texts in his own name or under another name.

The offers for certification are calculated for standard German formats. If your uploaded document does not correspond to this format or document type, Linguation reserves the right to adjust the offer including the delivery date. In this case we will inform you immediately and you have the right to cancel the order and get a refund of the purchase price.

The customer ensures that there are no rights of third parties to the texts to be translated, which would prevent processing and translation as well as passing them on to third parties for translation. Linguation is entitled, if necessary, to request suitable documents to clarify these rights.

The customer releases Linguation and its subcontractors from any liability for claims by third parties based on the use, processing, exploitation or reproduction of this information, documents and other objects or their processing.

Linguation is entitled to use the name and brand of the customer as a reference in self-promotion.

Linguation is entitled to terminate the contract (in whole or in part) or to postpone its fulfillment, if the client does not meet its obligations and in the event of insolvency, moratorium or liquidation of the client's company, without being liable to pay damages to the client. In these cases, Linguation is also entitled to request the client to make immediate payment.

If Linguation cannot meet its obligations due to circumstances beyond its control, Linguation is entitled to terminate the contract without being liable for damages. Such circumstances include, among other things, fire, accident, illness, strike, riot, war, transport obstructions, official measures, interruption of the service of Internet providers or other events of force majeure.

Should Linguation be forced to stop the further execution of the order due to force majeure, the client is nevertheless obliged to pay for the work carried out up to this point in time and the associated costs and expenses.

6. Liability and warranty

Unless expressly agreed in writing, Linguation does not guarantee that the respective translation is permissible or suitable for the client's intended use. This applies in particular in the event that the translation is published or used for advertising purposes. The client bears in particular any legal risks with regard to the usability or publication of the translation.

Linguation is not liable for damage to or loss of documents, data or data carriers that the client has made available to facilitate the fulfillment of the contract. Linguation is also not liable for costs and / or damage caused by (a) the use of information technology and telecommunications, (b) the transport or dispatch of data or data carriers or (c) any computer viruses in the files or data carriers supplied by Linguation caused.

Linguation is not liable for ensuring that the respective translation is permissible or suitable for the intended use of the customer. This applies in particular in the event that the translation is published or used for advertising purposes.

The client guarantees Linguation indemnification against all third-party claims that are derived from the use of the product and thus excludes any liability on the part of Linguation on the basis of this paragraph.

The client undertakes in a similar manner to hold Linguation harmless against all third-party claims based on an alleged infringement of property rights, patent rights, copyrights or other intellectual property rights in connection with the performance of the contract.

7. Termination of the order

The customer can cancel the order at any time until the translation is completed.

If an order is canceled by the client after the order has already been assigned to a translator, a cancellation fee of € 25 will be charged. If the translation has already started at the time of the cancellation, the costs incurred up to that point must also be reimbursed in proportion to the degree of completion. The claim for reimbursement is in any case at least 50% of the order value. Linguation is entitled to claim compensation for the research carried out for the remainder of the order on an hourly basis. On request, Linguation will provide the client with the translation work that has already been carried out, but will not accept any liability for their quality.

Documents provided by the client for the translation will be returned immediately after completion or termination without being requested. The data received from the client as part of the order or the translation itself as a file remain with Linguation for archiving purposes, unless the client explicitly requests the deletion of his personal data or the text supplied by him for translation.

8. Confidentiality

We are committed to keeping the confidentiality of customer trade secrets learned through translation. Trade secrets are only information that is explicitly indicated as such in the customary way (e.g. secret or confidential).

Not classified as trade secrets are those which (i) were generally known at the time of the transmission or subsequently became publicly known through no fault of our own, (ii) were legally known to us at the time of the disclosure without any obligation to maintain secrecy, (iii) according to us are not subject to confidentiality and lawfully made known by third parties at the time of transmission without the obligation to maintain secrecy, without the third party in turn being obliged to maintain confidentiality vis-à-vis the customer, or (iv) must be disclosed due to mandatory legal, official or judicial regulations or orders.

Passing on to third parties for the purpose of translation is permitted. Linguation undertakes to oblige these third parties to maintain confidentiality.

9. Acceptance, notification of defects and rectification

After translation, the translated document is made available to the client for download by data record. At the same time, the client will be notified by email of the completion of the order, stating the storage address for downloading to their own hard drive / cache memory.

Obvious defects in the translation must be reported immediately after download in writing, or in the case of other forms of dispatch, upon receipt, stating the defects (obligation to give notice of defects). The customer remains obliged to accept the service provided and to pay.

Hidden defects are to be reported immediately after their discovery. In non-commercial business dealings, the client must give notice of defects in writing within 7 days of receipt of the confirmation that the translated text is ready to be downloaded. If Linguation does not receive a notice of defects within the 7-day period, the translation is deemed to have been accepted (§640 BGB). Warranty

claims of the non-commercial customer remain unaffected by the above regulations. The customer is liable for defects in the text.

The customer's right to report a defect expires if he has processed the part of the product to which the complaint relates himself or has had it processed on his behalf, regardless of whether he has subsequently delivered the product to a third party or not. If the complaint is justified, Linguation is entitled to improve or adapt the translation provided within a reasonable period of time. If Linguation cannot meet the request for correction or adjustment for honest reasons, Linguation can give a discount on the price at its own discretion. If Linguation and the client fail to come to an agreement, the case can be submitted to an arbitration board that specializes in disputes about comparable services. If the client agrees, the decision of the arbitration board is binding for both parties.

Other forms of delivery e.g. by post, e-mail or fax are only possible with a separate, explicit agreement.

The customer is responsible for the transfer process of downloading to their own hard drive / cache and as such exempts Linguation from any liability. Insofar as where other forms of dispatch (post, e-mail, fax) have been expressly agreed, the risk passes when the translation is handed over to the carrier or when the corresponding fax or e-mail is sent to the client.

If the translation deviates from the contractual requirements, the client must set Linguation a reasonable period of at least 14 days for rectification. Rectification is excluded if the deviations are the fault of the client himself e.g. due to incorrect or incomplete information or incorrect original texts.

After the expiry of the set period, the client can request the cancellation of the contract or a decrease in the remuneration (reduction) if the defect has not been remedied in time. Claims are excluded if the deviation only insignificantly reduces the value or the suitability of the translation. Any ambiguity in the text to be translated releases Linguation from any liability.

10. Final provisions

Orders addressed to Linguation that are not included in the scope of services in accordance with Section 3 are not subject to these terms and conditions. These include in particular: additional services such as DTP, printing, HTML files etc. The conditions for such services are agreed separately.

The contract is subject to the law of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods. International private law does not apply insofar as it is mandatory.

The registered office of Linguation is the place of jurisdiction for all disputes arising from this contractual relationship. However, Linguation is also entitled to file a suit against the customer's registered office.

As of 19.06.2023