

# CLS Communication AG

## General Terms and Conditions

### **1. Scope of application, general information**

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These General Terms and Conditions ("GTC") shall apply to the business relationship between the Client and CLS Communication AG ("CLS"). The GTC shall apply both to individual language service orders, in connection with which the GTC shall be considered binding, and to all language service orders which CLS has already executed on instructions from the Client or will execute following the acceptance of the GTC.

A language service order shall legally come into effect with the delivery of the written order confirmation from CLS to the Client.

All agreements and legally relevant declarations are valid only in written form. Declarations in text form which are transmitted or recorded via electronic media are equivalent to written form.

### **2. Submission of language service orders**

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Language service orders may be submitted individually to CLS by the Client or any member of the Client's staff.

### **3. Deadlines**

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CLS shall aim to meet the Client's deadline requirements whenever possible. However, CLS reserves the right to set different deadlines or change deadlines for language service orders in consultation with the Client or the member of the Client's staff submitting the order.

Unless the order confirmation explicitly states otherwise, failure to meet agreed deadlines shall not constitute default.

### **4. Confirmation and delivery of language service orders**

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CLS shall confirm language service orders to the Client or the member of the Client's staff submitting the order. In the absence of any special instructions or agreements, texts processed by CLS shall also be delivered to the Client or the member of the Client's staff submitting the order. The order confirmation and the texts processed shall normally be delivered by the same channel as that used to submit the order in question to CLS.

### **5. Acceptance of CLS services by the Client**

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The texts processed by CLS for the Client must be checked by the Client within 10 days of delivery to the Client or the member of the Client's staff submitting the order.

Services where delivery is not envisaged or is impossible shall be checked within 10 days of notification to the Client or the member of the Client's staff submitting the order that the results of the service provided have been made available to the Client by CLS (e.g. entries in a terminology database to which the Client receives access by means of an Internet connection).

The date of the relevant delivery or notification shall be deemed to be the date given in the relevant correspondence from CLS. CLS services in respect of which no written complaint, including reasons, has been received by CLS within the periods set out above shall be deemed to have been accepted.

### **6. Warranty and liability**

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Where a complaint is received by CLS within the stipulated periods (in accordance with clause 5 above), CLS shall correct free of charge any text which contains justified and proven translation, text processing or terminology errors. In the event of an exceptional case in which it is not possible to correct a text, an appropriate price reduction shall be granted. Any further warranty claims shall be excluded.

Any liability on the part of CLS in connection with a language service order, and in particular liability for lost earnings, consequential and third party loss or damage and loss or damage resulting from deficiencies, late delivery or defective transmission and data loss, is entirely excluded to the extent permitted by law (including liability for assistants), regardless of the legal reason.

Regardless of the legal reason, CLS fully excludes all warranty and liability for machine translations, irrespective of whether or not the machine translation has been post-edited by a translator or not.

### **7. Confidentiality, use of sub-contractors, data protection**

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All data received by CLS from the Client shall be treated as confidential. This excludes data that is described by the Client in any way as non-confidential, that is publicly accessible or known or becomes publicly accessible or known without the involvement of CLS or its agents or that is known to CLS or its agents from other sources. The foregoing shall be subject to the legal duty of disclosure. (The transmission of the data is covered in clause 4 above.)

Unless explicitly instructed otherwise in writing, CLS and its agents shall be authorised to use third parties in Switzerland and abroad for the processing, securing and storage of the Client's confidential data, as long as these third parties have undertaken in writing to maintain the confidentiality of the data concerned. A special non-disclosure agreement can be concluded at the Client's request.

On submitting an order, the Client shall notify CLS if any personal data of third parties is to be processed and shall confirm that this has been obtained and processed in accordance with the principles of the applicable data protection legislation.

### **8. Copyright and other commercial intellectual property rights**

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The Client warrants to CLS that no copyright or other commercial intellectual property right belonging to a third party shall be infringed by the processing of texts delivered by the Client to CLS.

### **9. Prices and conditions of payment**

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The prices for CLS services are contained in the relevant applicable CLS tariffs. All prices quoted by CLS are exclusive of VAT and any other state duties and taxes.

Subject to other agreements to the contrary, the Client shall effect payment within 30 days of the date of the invoice from CLS. CLS reserves the right to request payment in advance.

### **10. Applicable law, place of performance and place of jurisdiction**

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All legal relations between the Client and CLS in connection with a language service order shall be governed by and construed in accordance with Swiss law.

The place of performance for all services on the part of CLS and the Client in connection with the language service order shall be the CLS office mentioned on the order confirmation.

**The sole place of jurisdiction** for any disputes between CLS and the Client in connection with the language service order **shall be the relevant registered office of CLS on the date concerned (currently Opfikon-Glattbugg)**. CLS shall, however, be entitled to assert its rights at the Client's domicile or before any other competent authority.

### **11. Changes to the General Terms and Conditions**

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CLS shall notify the Client of changes to the General Terms and Conditions. The Client shall be deemed to have accepted the changes to the General Terms and Conditions through the submission of a further language service order.