

GENERAL TERMS AND CONDITIONS

1. General

These Terms and Conditions are valid for all language services between Mediante and the Client, unless otherwise agreed in writing. The General Terms and Conditions shall be accepted by the Client when signing the Contract and shall apply during the whole business relationship. Mediante might be bound by some other General Terms and Conditions only if it is so agreed in writing.

2. Services of MEDIANTE

All translation and linguistic work, teaching, as well as other related services, shall be done thoroughly and as quickly as possible.

All information and documents necessary for a high-quality translation are to be made available to MEDIANTE by the Client in the agreed period.

Unless otherwise requested by the Client, technical terms will be translated into their generally accepted equivalents. Customer-specific terminology will be used only if the Client explicitly requested so at the time of signing the contract/placing the order. Should the original text contain passages whose meaning is unclear, Mediante reserves the right to check back with the Client.

3. Confidentiality

All texts shall be treated as strictly confidential and shall not be made available to any third parties unless MEDIANTE is explicitly instructed to do so, with the exception of texts which have appeared in print in a publication of general circulation.

Mediante shall protect the confidentiality of all Client's projects, trade secrets, confidential information and other proprietary information and know-how that may be disclosed to us in connection with the project.

Information which is generally known in the public or in the industry is not considered confidential.

4. Order Placement

The Client can submit their order electronically via Internet or in any other written form.

The Client can provide the source text by e-mail, by fax, personally or by conventional mail.

Mediante shall always confirm in writing if the text was received when the Client send it via Internet. An order shall be regarded as accepted only if Mediante has confirmed it in writing. Mediante shall not be liable for delays or translation errors which occurred as a result of an incomplete or incorrect source text submitted to it or those which are the result of incorrect information used in the source text.

5. Prices

All services shall be charged according to our price-list as in Appendix 2 to the Contract unless otherwise agreed in writing. With extensive translations a deposit or a prepayment can be required in accordance with the volume of the text for translation.

The final price of a written translation includes: finding and choosing the suitable terminology, discussing with the Client the field specific questions that have to do with translation and the terminology used in the translation, writing the text in agreed form on a text processor or entering the text into an existing text file, final check and proofreading.

The price for simultaneous and consecutive translations shall be calculated according to the time spent with the Client from the moment of arrival until the end of negotiations (conference), no matter how much time is actually spent doing the translation. The minimal order for simultaneous translations is 3 hours.

Mediante shall be entitled to deviate from the price details in the price-list in individual cases depending on the language combination, the level of difficulty and the specific field of the source text. We also reserve the right to charge for an express delivery or to request additional compensation. The Client shall be notified of the aforesaid in the order confirmation.

Should the Contract or the order be cancelled, text portions already translated shall be given to the Client and the Client shall be charged for all the services rendered until then.

6. Delivery

Mediante shall inform the Client about the delivery periods.

Deadlines are binding only when confirmed by Mediante. Mediante shall be entitled to deviate from the delivery date stated in the order confirmation if the text to be translated is exceptionally extensive and contains special difficulties, if the target language is not one of the main languages or if there are valid reasons. If, due to unforeseen circumstances, the accepted order cannot be carried out within the agreed time, the Client will be immediately notified of the delay. Mediante will accept being placed in default only after a reasonable additional period of time allotted in writing has been exceeded. On expiration of this second deadline, the Client may refuse to accept the translation or the services of Mediante.

7. Liability

The Client should contact Mediante promptly if any problems or irregularities occur so that a mutually satisfying solution could be found.

Complaints shall be recognized:

- in the case of apparent oversights of which Mediante is notified with a precise description immediately after the written or the oral translation service has been completed;
 - in the case of identifiable oversights of which Mediante is notified with a precise description immediately after the examination of the translation or service;
 - in the case of hidden oversights of which Mediante is notified immediately after the Client becomes aware thereof.

In the case of apparent oversights all complaints shall be submitted within two weeks of the completion of the written or oral translation, and in the case of hidden oversights within two weeks after the Client becomes aware thereof.

If the Client has properly submitted and justified the complaint, Mediante shall either correct the existing translation or replace it with a new one or offer a price reduction or modification of the contract. If the

aforesaid correction or replacement fails to rectify the defects, the right to a price reduction or modification of the contract shall be re-instituted.

Mediante shall not be responsible for errors caused by incorrect or incomplete information or faulty or illegible project documents submitted by the Client.

Mediante shall not be liable for damages caused by computer viruses. Our computers shall be checked for viruses at regular intervals. If data files are delivered by e-mail, by modem or by any other electronic form, the client shall be responsible for a final check of the transmitted data files and texts.

In the case of electronic delivery of texts and data from the Client to Mediante, Mediante is unable to guarantee absolute protection of trade and industrial secrets and any other confidential data and information as it cannot be excluded that unauthorized third parties have electronic access to the transmitted texts.

Should any third party press charges against Mediante because of the copyright violation or for some other reasons, Mediante shall require a full indemnification from the Client.

Mediante shall not be responsible for the consequences of force majeure or inevitable natural disasters.

Mediante's maximum monetary liability shall not exceed the price of the project which is the subject of dispute. Under no circumstances shall Mediante be liable for specific, individual, or consequential damages.

8. Other provisions

Any copyright accruing to Mediante while doing a translation shall remain Mediante's property unless explicitly transferred to the Client.

Any initial or subsequent invalidity of one or more provisions of these Standard Terms and Conditions shall not affect the validity of the other provisions.

The Client shall be notified of all the amendments to the General Terms and Conditions in writing. Any amendments shall be regarded as accepted unless they are rejected by the client in writing within two weeks of their notification.