

General terms and conditions of business LEGINDA global translations

§ 1 General

LEGINDA - global translations is a web portal for ordering professional translations in all subject fields. These general terms and conditions apply to all business transactions of the LEGINDA GmbH with clients for utilising the online platform. The application of all purchase and delivery conditions of the client with contents deviating from this document is herewith explicitly contradicted, unless they have been explicitly accepted in an individual case.

The general terms and conditions of business are implicitly accepted by the client when placing a (first) order, and then apply for the entire duration of the business relationship, even though explicit reference to the general terms and conditions of business is not made when accepting individual orders. Clients can be legal persons or natural persons.

§ 2 Commissioning and contract agreement

The registration is free of charge for the user and without obligation. There is no charge for making price calculations in the system.

For making a contract agreement, the registered client must make an application by confirming the offered price calculation and this confirmation is accepted by us with a corresponding mail.

We have the right to withdraw from a contract confirmed without reservation, if a subsequently received assessment of the client is unsatisfactory.

§ 3 Right of revocation for consumers

As a consumer, you have a statutory right of revocation, that means the following right of revocation does not apply if the ordered translation is to be used for your own commercial or self-employment activity.

According to § 312 sec. 4, no. 1 BGB, there is no right of revocation for customised goods. As translations are human-made, mentally produced goods which are only transferred into material goods such as files, paper, etc. for the purpose of passing on, and because they cannot be returned and are always individually manufactured, they do not come under the right of revocation.

The instructions given here on the legal force of the right of revocation are for reasons of legal security only.

Right of revocation

You are entitled to revoke the contract submitted through our system without giving reasons within two weeks. Notice of revocation is to be given in written form (e. g. letter, fax, e-mail). The revocation period shall commence on receipt of the present instruction in text form,

however, not before completion of the contract and not before LEGINDA fulfilling its information obligation pursuant to § 312 c sec. 2 BGB in conjunction with § 1 sec. 1, 2 and 4 BGB-InfoV. The revocation period shall be deemed observed if notice of revocation is given timely. Notice of revocation is to be given to the following address:

LEGINDA GmbH
Daniel Erbe, Peter Badt
Bleichstraße 27
66111 Saarbrücken
Fax: +49 (0) 681 / 9403007
E-Mail: info@leginda.com

Consequences of revocation

In the case of a valid revocation, both parties have to return the received services as well as any derived benefits (e. g. interests). In case the customer is unable to reimburse LEGINDA in total or partially for services received, he is obliged to provide reimbursement of equal value where required. Obligations of reimbursement have to be fulfilled within 30 days. The deadline for the customer shall commence upon sending the revocation notice, for LEGINDA upon its receipt.

Special note

This right of revocation shall prematurely expire if, at the customer's specific request, the mutual contract has been complied prior to the consumer having used his right of revocation.

§ 4 Execution by third parties

We are entitled to commission third parties with the execution of all business transactions, if at our own discretion we consider this to be useful and appropriate. We are responsible and liable only for conscientious selection of third parties. Contacts between the client and the third party commissioned by us require our consent.

§ 5 Offers and prices

The lump sum prices stated with the contract placement are valid. The prices are specified in Euro if no other currency is stipulated. All prices specified in our offers are net prices not including VAT.

A minimum price is calculated, if the agreed line price multiplied by the number of lines does not exceed the minimum order value.

§ 6 Delivery dates and part deliveries

Delivery dates are specified according to best of knowledge and belief and are therefore always provisional. They must not be understood as binding obligations. The client is obliged to accept part deliveries according to the agreed conditions. If no delivery date has been specified, we deliver as soon as possible considering availability of our translators, the difficulty of the text and the text size.

§ 7 Disturbances, force majeure, closing and restriction of operations, network and server defects, viruses

We are not liable for damage caused by disturbance of our operations or the online ordering platform, in particular due to force majeure such as natural events, strikes, network and server defects, for link and transmission errors which are not our responsibility, and for other disturbances. We are entitled in such cases to withdraw from the contract in parts or as a whole. The same applies when for an important reason we have to close, partially close or restrict our operations on individual days or for a certain time.

We are not liable for damage caused by viruses, trojans, automatic diallers, spam-mail or other such malware. Our EDP-systems (servers, networks, work stations, programmes, files, etc.) are regularly checked to detect and destroy such viruses and malware. On delivery the client is responsible for a final virus check of the delivered data and text files. Any claims for damages will not be accepted by us.

§ 8 Disclaimer

Website content

Leginda GmbH does not guarantee the up-to-dateness, accuracy, completeness or quality of the information provided. Liability claims against Leginda GmbH regarding material or immaterial damage caused by the use or non-use of the information provided or by the use of inaccurate or incomplete information are in principle ruled out provided that there is no provable culpable intent or gross negligence on the part of Leginda GmbH. All offers are subject to change and without obligation. Leginda GmbH expressly reserves the right to alter, extend or delete parts of the pages or the whole offering, or to cease publication temporarily or completely without prior notice.

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Legal validity

This disclaimer of liability is to be regarded as part of the internet offering from which reference was made to on this page. If sections or individual terms of this text do not, no

longer, or not fully comply with applicable law, the content and validity of the other parts of the document remain uninfluenced by this fact.

§ 9 Acceptance of delivery

Acceptance of the service and delivery, including part deliveries, is a chief client obligation. If the client refuses or neglects the acceptance, he is in arrears for acceptance without further reminder, and he is liable for all resulting damage. Acceptance of the product means that the client downloads or opens the finished translation sent for him/her as electronic file.

§ 10 Complaints

Complaints are recognised in commercial transactions, in the case of obvious defects, only if they are reported immediately after transmission of the translation or after rendering of the service, in the case of concealed defects, immediately after their discovery by us, with substantial designation of the defect, in writing. Also in non-commercial transactions, complaints must be submitted in writing with precise description of the defect. In commercial transactions, all complaints for obvious defects become void after elapse of one week after transmission of the translation or rendering of the service; all complaints for recognisable defects become void after elapse of two weeks after transmission of the translation or rendering of the service, otherwise after elapse of three weeks after discovery of a concealed defect by the client. In the case of justified properly submitted complaints, we have the right at our discretion to correct or redo the translation or render the service again, at least twice. The client remains obliged to accept the rendered performance and to pay for it.

§ 11 Delivery delay, withdrawal and compensation of damage

The client is entitled to withdraw from the contract or to render the performance himself / herself in the case of delivery delay, subsequent need for improvement and reasonably expected impossibility of contract fulfilment, as well as in other cases, only if the delivery date has been exceeded considerably and he/she has granted an appropriate period of grace, which has expired.

In commercial business transactions we are liable for late delivery, non-fulfilment and compensation of damage, regardless of legal reason, with the exception of such by deliberate action and gross negligence, and for fulfilment assistants as well as in the case of minor negligence, only in as far as essential contractual obligations have been infringed, and not for indirectly caused consequential damage, other indirect damage and lost profit.

Furthermore, our liability in commercial and non-commercial transactions in the case of minor negligence is limited to the invoiced amount for the delivery or service responsible for the damage and at most two thousand and five hundred Euro, and in commercial transactions in the case of deliberate action or gross negligence on the part of the fulfilment agents, to at most twice the invoiced amount for the delivery or service responsible for the damage and at most five thousand Euro. The here specified obligation for compensation of damages is always restricted to typical kinds of direct damage foreseeable at the time of contract agreement.

The client is obliged to render comprehensive assistance. He/she pledges to check every delivery and service rendered by us with respect to freedom from defects and with regard to usability in the specific situation, before utilising the performance otherwise. We are not liable for consequential damage, such as defective hardcopy, if the client has not fulfilled his/her obligation for co-operation comprehensively and in good time.

If the client desires to have the translated text published, utilised for advertising purposes, or formulated in a particular style, he/she must provide, at the time of contract agreement, unambiguous information, such as dictionaries, style information and text reference documents, to adapt the published text. If he/she fails to disclose the aforementioned envisaged application purpose at the time of contract agreement, and the text is later published or utilised for advertising purposes, the client cannot claim for damages resulting because of a translation error or poor adaptation of the publication for advertising purposes, so that the publication or adaptation must be repeated. In this case we claim compensation for infringement of proprietary rights regulations. We reserve the right to claim compensation for the infringement of proprietary rights. Before printing, the client must submit to us a correction file for print approval. If he/she prints without release by us, he/she is liable in full amount also for consequential damage.

§ 12 Delegation

The delegation of rights resulting for a client always requires our written consent.

§ 13 Conditions of payment

Unless agreed otherwise, we request in commercial transactions with our clients in the Federal German Republic payment within 15 days as from the invoice date without restraints, counterbalancing or deductions. The ordering person is always the person placing the order.

If the client is insolvent, unwilling to pay, or if there is any reasonable doubt regarding his/her ability or willingness to pay, we have the right to demand immediate payment of the invoice. In the case of payment delay we have the right, after elapse of an appropriate period of grace, to withdraw from the contract or demand payment of damages. We also have the right, after prior notification, to retain all still pending deliveries or to demand payment in advance. The client in default of payment is obliged to return to us on demand all conditional sales still with reservation of title. We also have the right to demand immediate payment of all still open invoices, including those for which payment is not yet due as well as the prolonged amounts. In the case of payment default or prolongation we are entitled to charge customary bank interest rate as from the date of default start. In the case of payment delay in relation to the date first mentioned in the invoice, the client declares his/her agreement in commercial transactions to pay the resulting customary bank interest incurred by us.

§ 14 Reservation of title

Until full payment of all our claims against the client has been received, the delivered product (translation), including all attached rights, remains our property. As long as the product is our property, utilisation or liquidation thereof without our knowledge requires our explicit consent. In this respect we reserve the right to make corresponding claims for damages. If the performance with reservation of title is combined with other foreign objects or performances

or processes, we acquire part ownership of the new object or performance in the ratio of the value of the goods or service with reservation of title, to the other objects or performances.

We reserve the rights for all working results of subsidiary performances such as the compilation of a specialised terminology list, a collection of words or a glossary. If the ownership rights for these performances are ceded to the client, the client grants us a simple and transferable right of utilisation for these working results. We have the right of replication of the individually compiled working results, to process them and to report publicly regarding them. The utilisation rights are granted for an indefinite period of time and can be cancelled only for important reason.

§ 15 Third party rights

The client ensures that no third party rights with regard to the information items, documents and other objects submitted to us prevent or restrict processing, evaluation or replication thereof and/or publication of the processing result. The client exempts us and our subcontractors from all liability of any kind with regard to third party claims based on a utilisation, processing, evaluation or replication of these information items, documents and other objects or their processing.

§ 16 User analysis

This website (www.leginda.com) uses the analytical tool "Google-Analytics" to count and analyse the number of hits.

§ 17 Terms of use

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- the documents are only to be used for information, non-commercial or private purposes and not for publication on computer networks or in other media
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§ 18 Confidential treatment

We pledge confidential treatment of the information items communicated to us with designation as confidential within the scope of the co-operation, and to take appropriate measures preventing unauthorised third parties from obtaining access to the contents of or utilising these information items or documents. The obligation of confidential treatment terminates when the confidential information becomes publicly available or was already known to us. We will never divulge confidential information from the client to unauthorised third parties, but we are entitled to deploy third parties for rendering the services, provided that these third parties are obliged to observe confidential treatment.

Because external access possibilities beyond our control exist, we do not pledge absolute confidential protection for the electronic transmission of texts and data between the client and us.

If stricter confidential treatment must be observed when processing certain documents, the client must inform us thereof in detail at the time of ordering and, as far as necessary, provide the programmes, codes and passwords to be used.

§ 19 Data protection

Privacy

The protection of your privacy in the processing of your personal data is very important to us. The data collected in connection with your visit to our website is processed in accordance with the statutory regulations. Our website may contain links to websites of other providers not subject to this data privacy statement.

Collecting and processing of personal data

When you visit the Leginda GmbH website, our webserver saves the site from which you have visited us, the sites you visit on our website and the date and duration of your visit. Additional personal data is only stored if volunteered by you, for example in the context of a registration or a request for information material.

Utilisation of your personal data

We intend to use your data to inform you about our products and services. If you object to this procedure, please inform us accordingly by post and we will block your data.

Right of access to personal data

On request we will, according to applicable law, inform you in writing if and which personal data we have stored. If, in spite of our efforts, false information has been stored, we shall correct this upon your request.

Security

We use technical and organisational safety measures to protect your data against accidental or wilful manipulation, loss, destruction or access by unauthorised persons.

§ 20 Copyright

Copyright

In all publications, Leginda GmbH endeavours to comply with applicable copyrights of the graphics, audiovisual documentation, cutscenes and texts used, to use its own graphics, audiovisual documentation, cutscenes and texts or to draw on license-free graphics, audiovisual documentation, cutscenes and texts.

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§ 21 Applicable law

The law of the Federal German Republic is binding for all legal relationships between the client and us, with exclusion of the uniform UN purchasing statutes.

§ 22 Place of fulfilment and legal venue

The place of fulfilment for our obligations and the obligations of the client is the location of the processing LEGINDA business branch. The place of fulfilment for the monetary debts of the client is the location of the company headquarters in Saarbrücken, Germany.

The exclusive legal venue is in Saarbrücken, Germany.

§ 23 Effectiveness

In the case of initial or later ineffectiveness of one or several conditions of these general terms and conditions of business, the validity of the other conditions is unaffected. A valid condition coming closest to the legal and commercial intention of an invalid condition then must be agreed and becomes part of these general terms and conditions of business.

The binding version of these general terms and conditions of business is the version in German language.

Saarbrücken, January 2010