

GENERAL TERMS AND CONDITIONS OF ENGLISHBUSINESS AG

STATUS: September 2019

I. SCOPE OF APPLICATION

These general terms and conditions apply to all legal transactions between the client and

EnglishBusiness AG

Rothenbaumchaussee 80c, 20148 Hamburg,
represented by the Management Board: Nina Zolezzi (Chair), Marlen Schrader,
info@englishbusiness.de (hereinafter EnglishBusiness),

unless otherwise agreed in writing in individual circumstances.

Part II comprises the General Terms and Conditions for Translation Services.

Part III comprises the General Terms and Conditions for Training.

Part IV comprises other General Terms and Conditions that apply to both Translation Services and Training.

Certain services may be subject to separate contractual terms and/or registration conditions which supplement the provisions of these GTCs. We indicate these services separately when applicable. Insofar as these separate and particular conditions for individual service areas differ from the provisions of these GTCs, the regulations of the particular conditions take precedence over the individual regulations in these GTCs.

Contradictory or varying general terms and conditions of the client are not recognised unless expressly accepted in writing.

II. TRANSLATION SERVICES

1. SCOPE

- a) EnglishBusiness undertakes to supply a high-quality translation. For this reason, it is important that the client provides EnglishBusiness with information about the purpose of the translation. If the client does not provide this information or provides insufficient information, EnglishBusiness will provide the translation in a standard and understandable format. Specialist terminology will be translated using generally accepted terminology. The technical and linguistic correctness of the source text is the exclusive responsibility of the client. If the client wishes for specific terminology to be used in the translation, this should be specified in writing when the order is placed at the latest.
- b) The client is responsible for ensuring that any documentation it provides is free of any problems arising under competition law, copyright law or for other legal reasons.
- c) Unless agreed otherwise, the client will provide documents by email in standard formats such as MS Word, MS Excel or MS PowerPoint (further formats upon request). Emails are deemed as received by EnglishBusiness when they can be recovered from the email inbox at EnglishBusiness' premises. Unless agreed otherwise, EnglishBusiness will supply the translation via email in the format agreed upon acceptance of the order.

2. DELIVERY TIMES

- a) Delivery times are only binding if they have been confirmed in writing by EnglishBusiness. EnglishBusiness is only bound by agreed delivery times if the client provides all documents on time and provided that the documents are of the scope and nature previously agreed (all source texts and any necessary background information).
- b) Delivery times given in terms of days are calculated on the basis of working days; Saturdays do not count as working days.
- c) If EnglishBusiness is late providing a translation, the client is initially entitled to give EnglishBusiness a reasonable supplementary deadline in which to deliver the translation. If this supplementary deadline expires without delivery being made, the client is entitled to withdraw from the contract. The client will only be entitled to claim damages in lieu of performance under such circumstances if the delay was due to intentional or grossly negligent conduct, or negligent breach of a material contractual term.
- d) If the agreement made is a defined fixed date transaction, the client may withdraw from the contract before setting a supplementary completion date.
- e) If the client withdraws from the contract without meeting the requirements of Part II 2 (c) or (d), the client shall pay all costs and fees incurred by EnglishBusiness until notice of the contract termination is received. Independent of the progress of the services already rendered, EnglishBusiness may in this case charge a 20% lump sum of the contract value as an expense allowance unless the client can demonstrate lower actual expenses, including lost profits. EnglishBusiness retains the right to claim higher levels of expenses in all circumstances.

3. WARRANTY CLAIMS

- a) The client shall immediately make a complaint in writing about any evident defect in the translation. The client shall issue notification of hidden defects in writing immediately after discovery, but no later than two weeks after delivery of the translation. Section 377 of the German Commercial Code (Handelsgesetzbuch – HGB) applies with respect to business persons.
- b) The client shall sufficiently outline all defects in writing. No warranty claims may be asserted for an insignificant defect. An insignificant defect includes, but is not exclusively defined as, the use of a technically correct translation that is criticised by the client for reasons of style. Furthermore, there shall also be no defect if the client has supplied incorrect, incomplete or unclear formulations in the source text without explanation.
- c) Before the client may assert a legal claim against EnglishBusiness for a defect for which EnglishBusiness is responsible, the client must permit a reasonable supplementary deadline for EnglishBusiness to have the opportunity to improve or correct the translation. If the supplementary performance is unsuccessful after two attempts at improvement, or if improvement or correction is not possible or reasonable for the client, the client may then withdraw from the contract or reduce the fee due accordingly.
- d) EnglishBusiness advises that numerical data in tables in the source document will not be translated, but merely directly transposed into the translation. This is due to the fact that tables often contain hidden formulas that are beyond the control of EnglishBusiness. Therefore, the client is responsible for checking and adjusting numerical data and their written format within the translated document.

III. TRAINING

4. SCOPE

EnglishBusiness undertakes to provide high-quality training services. The respective extent and design of the training course is derived from the general content and objectives of the course and its adaptation to the individual needs of the course participant or client.

5. CANCELLATION OF A COURSE

EnglishBusiness may cancel a course for good cause, such as an insufficient number of course participants, unavailability or sudden illness of a trainer, force majeure, or prohibition by authorities. If there are insufficient course participants, the cancellation will be made no later than two weeks before the start of the course. In all other circumstances of cancellation for good cause, EnglishBusiness will inform course participants or clients as soon as possible. If a course needs to be cancelled by way of exception, EnglishBusiness will refund any fees already paid. All other claims are excluded, except if there is intentional or grossly negligent behaviour on the part of the legal representatives, employees or other agents of EnglishBusiness.

6. REGISTRATION AND DURATION OF OPEN ONLINE TRAINING COURSES

Registration deadlines for language and communication seminars:

Participants can register up to two weeks prior to the first day of training. However, the prerequisite for participation is a successful language evaluation by EnglishBusiness. For language seminars, the day of the first online appointment is considered the first day of training. For communication seminars, the day on which the course manual or prep assignment is sent to participants is considered the first day of training.

Registration deadlines for “CompactMINI” seminars:

Participants can register up to 10 days prior to the online CompactMINI appointment.

Duration of the online language seminars:

The seminar consists of six 90-minute live online tutorials over the course of two weeks. The maximum number of participants is 6.

Duration of the online communication seminars: **Each communication seminar consists of a pre-arranged number of online tutorial hours and approximately 10 hours of self-study. The exact schedule for each communication seminar can be found under the seminar description on the website.**

The **maximum number of participants** is 12.

Duration of the online “CompactMINI” seminar: A CompactMINI consists of one 180-minute live online tutorial. The **maximum number of participants** is 8.

7. WITHDRAWAL BY COURSE PARTICIPANT OR CLIENT

Unless otherwise agreed in writing, it is possible to withdraw from a booked course free of charge up to six weeks before the start of the course. An administration fee of up to € 30.00 will be charged by EnglishBusiness for each registered course participant for withdrawals made within six weeks before the start of the course.

Withdrawal deadlines for one-on-one training as well as company language courses and seminars are regulated in separate contracts.

The following deadlines apply to open online language and communication seminars:

If withdrawal from the course takes place later than two weeks before the start of the course, the purchaser must pay 50% of the course fees. Withdrawal at a later date requires course fees to be paid in full.

The following deadlines apply to open online "CompactMINI" seminars: If withdrawal from the course takes place later than 10 days before the start of the course, the purchaser must pay 50% of the course fees. Withdrawal at a later date requires course fees to be paid in full.

8. WITHDRAWAL POLICY FOR CONSUMERS

Withdrawal policy

Right to withdraw

You have the right to withdraw from this contract within fourteen days without providing a reason.

The withdrawal deadline is fourteen days from the day on which you, or a third party named by you who is not the carrier, take or took possession of the materials.

With partial deliveries, the withdrawal deadline is fourteen days on which you, or a third party named by you who is not the carrier, take or took possession of the most recent material.

To exercise your right to withdraw, you must inform

EnglishBusiness AG

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by post, fax or email, clearly indicating your intent to withdraw from this contract.

The withdrawal deadline is deemed to be met if you notify us that you are exercising your right to withdraw prior to the expiration of the withdrawal period.

Consequences of withdrawal

If you withdraw from this contract, we are obliged to immediately pay back all fees that we have received from you, including potential delivery costs, at the latest within fourteen days from the day on which we receive notification of your withdrawal from this contract. In order to make this repayment, we use the same method of payment that you indicated on the initial transaction, unless we expressly entered into another agreement. Under no circumstances will we charge a fee for this repayment.

Should the service have already partially begun during this withdrawal period, you are obligated to pay the amount for the services already rendered which correspond to the entirety of the services scheduled in the contract. This amount must be paid for the period up to the time when you notify us of your exercise of your right to withdraw from this contract.

Pursuant to Section 312g (1) of the German Civil Code, the right to withdraw applies only to consumers and not to businesses.

9. TERMINATION

Unless otherwise agreed, termination of a contract requires six weeks' notice to be given to the end of a month. This does not affect the right of extraordinary termination without notice. Notice of termination must be given in writing.

10. NON-ATTENDANCE

The obligation to pay course fees remains even if the participant does not attend classes or misses some classes.

11. CANCELLATION OF CLASSES

If individual classes within a training course are cancelled, attempts will be made to agree alternative dates with the course participants to catch up on the missing course units. If this does not happen within an appropriate timeframe, fees will be reimbursed for the missing course units.

12. TECHNICAL PREREQUISITES

Prerequisites for online training are a headset and an adequate internet connection. These will be provided by the client.

IV. GENERAL TERMS AND CONDITIONS

1. PAYMENT

- a) All prices are based on the most recent EnglishBusiness price lists.
- b) Unless otherwise agreed, the source text for translation provides the basis for prices that are calculated according to text lines or slides.
- c) Work that goes beyond simple text processing, including in particular editing, galley proofs, adaptation, amendment or production of texts, or work carried out in special data formats, will be charged separately based on complexity, according to the price list.
- d) The client will reimburse any expenses (such as courier costs) separately upon provision of receipts.
- e) EnglishBusiness retains the right to charge a minimum amount of € 80.00 for each job.
- f) If EnglishBusiness makes a quotation based on a source text it has received, EnglishBusiness will request the client's consent before proceeding if, during the performance of the contract, it turns out that the actual costs will exceed the quotation by more than 15%. This may occur if the project requirements change after the price quote is made or because the quality of the provided text varies. Estimates made without EnglishBusiness having sight of the full text are not binding.
- g) All invoices are due with immediate effect and without deductions.
- h) The client will only be entitled to exercise a right of retention and/or setting off if its claims have been acknowledged by EnglishBusiness in writing, or are legally binding.

2. DAMAGES

- a) The client is not entitled to claim damages, except in the circumstances detailed below. The above disclaimer also applies to the legal representatives and agents of EnglishBusiness if the client asserts a claim against them.
- b) Where permitted by law, EnglishBusiness shall only be liable for damages caused by intentional or the grossly negligent breach of a material contractual term, or for damage caused to life, limb or health.
- c) EnglishBusiness shall only be liable for intentional or grossly negligent action where there is loss and/or damage to documents provided to EnglishBusiness by the client, and EnglishBusiness shall only be liable for the replacement cost of the materials.
- d) EnglishBusiness shall only be liable for simple negligence with respect to typically foreseeable damage. If the client is faced with an especially high level of potential damages, EnglishBusiness shall be notified in advance and in writing, so that EnglishBusiness has an opportunity to coordinate the matter with its liability insurers and, if necessary, take out extra insurance coverage. A high level of damage is normally any damage that is equal to more than twice the level of the order value. Without prior notice that there is potentially a particularly high level of damages, EnglishBusiness shall only accept liability for simple negligence up to the amount of two times the order value.

3. FORCE MAJEURE

EnglishBusiness shall not be liable to the client for non-performance of contractual obligations if the non-performance is due to force majeure. Force majeure applies, but not exclusively, to circumstances such as employment disputes, acts of God, political circumstances, official injunctions and a breakdown in communication channels or electricity supplies that are not the responsibility of EnglishBusiness.

4. RIGHT TO SUBCONTRACT

EnglishBusiness is free to subcontract contractual obligations to agents.

5. CONFIDENTIALITY

EnglishBusiness will naturally treat the content of the documents you provide with the strictest confidence. Upon request, EnglishBusiness will sign a separate confidentiality agreement.

6. COURT OF JURISDICTION AND PLACE OF PERFORMANCE

Where permitted by law, the place of jurisdiction and performance is Hamburg or the registered office of EnglishBusiness.

7. WRITTEN FORM

Any varying agreements must be made in writing; this includes amendment of this written form clause. Email suffices as the written form. The party seeking to rely on the receipt of a statement must provide proof of receipt. Emails are deemed as received as soon as they can be read in the recipient's email inbox.

8. DATA PROTECTION

EnglishBusiness advises that the personal data transmitted as part of this contract is saved, used and processed during the performance of orders. If third parties are entrusted with execution of the contract, EnglishBusiness shall be entitled to reveal client data where this is relevant to performing services under the contract, and only to the extent required. The client hereby consents to this.

9. SEVERABILITY AND OTHER PROVISIONS

The invalidity of any individual provisions of these General Terms and Conditions shall not affect the validity of the remaining provisions. Instead, the parties shall seek to replace the invalid provision with a valid provision that most closely meets the economic content of the invalid provision.

The law of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods, applies to all legal relations between the parties. This choice of law only applies to consumers if the consumer is not deprived of the protection granted by compulsory regulations under the law of the state of the consumer's customary residence. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

If the client is a contractor, the sole court of jurisdiction for all disputes arising from this contract is the business headquarters of EnglishBusiness. The same applies when the client does not have a place of general jurisdiction in the EU or when their domicile or customary residence is unknown.

A client's right of set-off exists only if its set-off claim has been legally determined or is uncontested.