

General Terms and Conditions SwissGlobal Language Services AG

1. Scope

These General Terms and Conditions of Business (“GTCB”) govern the business relationship between the Client and SwissGlobal Language Services AG (“SwissGlobal”). These GTCB apply to all language service orders that SwissGlobal undertakes at the instructions of the Client/employee of the Client issuing the order. In order to be valid, all agreements and legally relevant declarations must be made in written form. E-mails and faxes are also regarded as written form.

2. Placement of orders

A language service order becomes legally binding only upon SwissGlobal confirming the order in writing to the Client/employee of the Client issuing the order.

3. Scope of services

SwissGlobal guarantees that orders will be carried out within the scope of the agreed Service level. Individual Client requirements will be taken into account only if they have been expressly agreed upon and if the necessary documentation and information is made available.

4. Pricing and terms of payment

All SwissGlobal’s pricing information is stated exclusive of VAT and any other government fees or duties. Invoices must be paid on a net basis within 30 days of the invoice date, otherwise statutory interest will automatically be charged.

5. Delivery

Orders will be delivered by the agreed delivery deadline in the form required. The Client must bear any delivery costs.

Unless otherwise agreed or specific instructions have been given, the texts processed by SwissGlobal will be delivered to the Client/employee of the Client issuing the order. As a rule, the order confirmation and the processed texts will be sent via the same channel used to issue the corresponding language service order to SwissGlobal. SwissGlobal is not liable for any delays resulting from outages of digital/electronic networks.

6. Guarantee and liability

Complaints about SwissGlobal’s services will be given consideration only if they are received in writing within ten days of the order being delivered. In the case of justified and substantiated translation, text processing or terminology errors, SwissGlobal will rectify these errors free of charge. If, in exceptional cases, it is not possible to rectify an error, an appropriate discount will be applied.

With the exception of the binding liability provisions laid down in law with regard to gross negligence and unlawful intent, SwissGlobal expressly rejects any liability for any further claims made by the Client. Any further guarantee claims are excluded.

7. Confidentiality/security/data protection

All Client data is treated confidentially by SwissGlobal. This does not apply to data that is not designated by Clients as being confidential or that is otherwise publicly accessible without any action on the part of SwissGlobal or its representatives. Statutory disclosure obligations will still apply.

In the absence of express instructions to the contrary, SwissGlobal and its representatives are authorised to mandate third parties both in Switzerland and abroad to process confidential Client data, subject to such third parties signing a written declaration that they will treat the relevant data confidentially. All Client data is stored on servers in Switzerland.

A specific confidentiality agreement can be concluded at the request of the Client. The Client/employee of the Client issuing the order must inform SwissGlobal when issuing the order in the event that personal data of third parties is to be processed, and must confirm that this data has been obtained and processed in compliance with the relevant provisions of the applicable data protection laws.

8. Copyright and neighbouring rights

The Client/employee of the Client issuing the order guarantees that the text to be translated/processed by SwissGlobal does not breach any copyright or neighbouring rights of third parties. Should SwissGlobal nonetheless be mandated to translate/process a text that breaches such rights, the Client shall indemnify SwissGlobal against all expenses and costs.

9. Applicable law, place of performance and place of jurisdiction

All legal relationships between the Client and SwissGlobal in relation to a language service order are subject to Swiss law.

The sole place of jurisdiction for any disputes arising out of and in connection with this contractual relationship is the headquarters of SwissGlobal in Baden, canton Aargau. SwissGlobal may also exercise its rights at the domicile of the Client or before any other competent authority.

10. Amendments to these GTCB

SwissGlobal reserves the right to amend these GTCB. The Client is deemed to have accepted the amended GTCB upon issuing a further order.

Our GTCB can also be found at www.swissglobal.ch