

## General terms and conditions of sale

### 1. GENERAL

These "General terms and conditions of sale" govern the legal relationship between MSC translation ApS (hereinafter called MSC), which supplies translations and other language-related services, and the recipient of such translations and services (hereinafter called Customer). Deviations herefrom require the prior written consent of MSC.

### 2. ESTIMATES AND QUOTATIONS

- 2.1. An estimate for a given assignment is an estimate of what it will cost to perform the work concerned and shall not be binding on MSC.
- 2.2. Quotations made by MSC shall unless otherwise stated in the quotation be valid for a period of one month from the date of the quotation.
- 2.3. In the event of the Customer making any changes in the text which the Customer has sent to MSC and on which MSC has based its quotation, such quotation shall not be binding on MSC.
- 2.4. Any changes made in an existing quotation shall in order to be binding on MSC be made in writing. The quotation thus amended shall be considered a new quotation, and the original quotation shall thus no longer be valid.
- 2.5. Upon the Customer's oral or written acceptance of the quotation, the quotation shall constitute the basis of the agreement between MSC and the Customer.

### 3. FORMATION OF AGREEMENT

#### AMENDMENT OF AGREEMENTS CONCLUDED

- 3.1. In the event of the Customer placing an order without having received beforehand a quotation from MSC, MSC's current price list and any order confirmation shall constitute the basis of the agreement.
- 3.2. The Customer shall notify MSC in writing of any amendments of orders already placed, and to the extent that translation work already performed is rendered superfluous, MSC shall be entitled to demand for payment for such work using the unit prices valid for the original order as basis.
- 3.3. In the event of any such amendment resulting in less work having to be performed on an order and MSC already having allocated staff to fulfil such order, MSC shall similarly be entitled to demand payment for the reduced order to the extent that the said staff cannot reasonably be reallocated to other assignments.

### 4. CONFIDENTIALITY

- 4.1. MSC shall treat material and other information related hereto provided by the Customer with utmost confidentiality but shall be entitled to pass such material and information on to those employees or external cooperation partners who are responsible for performing the order. MSC shall ensure that such employees and external cooperation partners observe a similar duty of confidentiality.
- 4.2. In the event of the Customer requiring special confidentiality measures, such requests shall be submitted to MSC in writing no later than upon the placing of the order. In the event of such measures substantially changing the conditions on which MSC has based its quotation, MSC shall be entitled to demand that the price quoted for performing the order be renegotiated.

### 5. TIME AND MODE OF DELIVERY

- 5.1. Unless otherwise agreed between the Customer and MSC or if large quantities of data are involved, delivery shall be effected by e-mail.
- 5.2. If an order is delivered by e-mail, delivery shall be deemed as having taken place when the order has been recorded as having been sent from MSC. If an order is delivered by post, delivery shall be deemed as having taken place when the order has been sent.
- 5.3. The Customer shall do his utmost to make it possible for MSC to deliver the order. Faults or breakdowns in the Customer's IT systems shall thus not be a valid reason for rejecting deliveries from MSC. MSC shall in such cases be entitled to choose another mode of delivery, and the Customer shall reimburse MSC for any additional costs in this connection.
- 5.4. The indicated time of delivery is an estimate based on the time of delivery which is normal for the order and shall not be binding on MSC unless a fixed time of delivery has been agreed upon. In order for indicated and agreed times of delivery to be observed, all information necessary must have been received.
- 5.5. In the event of MSC being of the opinion that the order cannot be delivered at the time agreed upon or that the delivery of the order will most likely be delayed, MSC shall immediately notify the Customer hereof and at the same time state the reason for the delay and indicate to the extent possible the expected time of delivery.
- 5.6. In the event of the delay being caused by circumstances beyond MSC's control, cf. Clause 10(2) hereof, or the Customer being responsible for the delay, the time of delivery shall be extended to the extent deemed reasonable in the circumstances. The time of delivery shall be extended even though the cause of the delay occurs after the expiry of the time of delivery originally agreed upon.

### 6. CUSTOMER ASSISTANCE IN PERFORMING THE ORDER

- 6.1. Upon MSC's request the Customer shall to a reasonable extent contribute to the performance of an order by ensuring that one or more contact persons are available for answering any questions MSC may have regarding the source text.

### 7. PRICES AND PAYMENT

- 7.1. Unless otherwise agreed, prices shall be as stipulated in MSC's current price list. The prices are exclusive of VAT.
- 7.2. Any outlays paid by MSC in connection with the fulfilment of an order shall be invoiced separately.
- 7.3. Quotations prepared by MSC shall only apply to orders in respect of which a specific quotation has been prepared.
- 7.4. The terms of payment can be seen from quotations, order confirmations and invoices prepared by MSC. The terms of payment are normally 8 days net from the date on which MSC delivers the order.
- 7.5. MSC shall be entitled to demand the payment of an amount in excess of the price agreed upon if the performance of an order has taken disproportionately long time because of material mistakes or ambiguities in the Customer's source text, faults in computer programs supplied by the Customer (the list is not exhaustive), and such circumstances could not reasonably be anticipated when the agreement was concluded.

### 8. COMPLAINTS

- 8.1. Any complaints on the part of the Customer shall be lodged with MSC not later than 10 working days after MSC has delivered the order concerned. The complaint shall be specific and in detail outline the Customer's grievances. In the event of MSC not receiving any complaints from the Customer within the aforesaid period of time, the order shall be deemed as having been finally accepted by the Customer.
- 8.2. Any changes implemented by MSC in an order already delivered with a view to adjusting it to the terminology required by the Customer or using another wording shall not be considered a complaint, and the implementation of such changes shall not be construed as if MSC admits to having supplied a faulty translation.
- 8.3. In the event of the Customer lodging a justified complaint with MSC within the time stipulated in Clause 8(1) hereof, MSC shall within a reasonable time make the necessary corrections in the translation.
- 8.4. The Customer's right to complain shall lapse if the translation supplied by MSC has been edited or changed by the Customer or a third party and such changes have a direct or indirect bearing on the Customer's complaint.

### 9. LIABILITY, INDEMNIFICATION

- 9.1. MSC shall solely be liable for damage which directly and verifiably was caused by faults in translations made by MSC. MSC shall in no case be liable for operating loss, loss of earnings or other consequential financial loss as a result of faults in translations or delays. The extent of MSC's liability shall under no circumstances exceed the amount invoiced for the order concerned.
- 9.2. Ambiguities in the source text shall exempt MSC from all liability.
- 9.3. MSC assumes no liability for the Customer's use of texts in brochures, on websites, etc., without the Customer having first approved them.
- 9.4. MSC shall not be liable for errors, damage or defects caused by the use of IT and/or telecommunication technology.
- 9.5. MSC has taken out a customary consultancy insurance, and MSC's liability can never exceed the current maximum amount covered by this insurance.
- 9.6. The Customer shall indemnify MSC against any third-party claims involving the use of the translated text.

### 10. CANCELLATION

- 10.1. Failure of payment on the part of the Customer, cf. Clause 6(1) hereof, or the anticipated failure of payment as a consequence of the Customer becoming insolvent or suspending his payments or the occurrence of other material circumstances shall entitle MSC to refrain from performing specific orders or – if the order is in the process of being performed – to suspend work on the order until the Customer has provided what MSC considers adequate security for the payment of the order concerned. No blame shall be attached to MSC for delays resulting as a consequence hereof.
- 10.2. In the event of MSC being prevented from fulfilling an order agreed upon due to circumstances beyond MSC's control, MSC shall be entitled to withdraw from the agreement without being liable in any way towards the Customer.

### 11. COPYRIGHT

- 11.1. Unless otherwise agreed in writing, the copyright to translations and other services provided by MSC shall remain the property of MSC.
- 11.2. This shall also apply to any databases compiled by MSC in its translation memory.
- 11.3. The Customer shall indemnify MSC against all third-party claims in respect of all copyright violations in connection with the performance of an order on behalf of the Customer.

### 12. APPLICABLE LAW

- 12.1. All agreements between the Customer and MSC shall be subject to Danish law with the local court in the judicial district in which MSC is domiciled being the legal venue.