

1. Scope

- (1) These general terms and conditions apply to all translation services provided by medax – Medizinischer Sprachendienst GmbH (hereinafter: medax). Deviating or conflicting terms and conditions of the customer shall not be accepted unless medax has expressly agreed to them in writing.
- (2) The general terms and conditions shall also apply to all future transactions between medax and the customer without any further reference to their validity and even if the services are performed with knowledge of deviating or conflicting terms and conditions of the customer.
- (3) These general terms and conditions shall only apply to companies, legal entities under public law or special funds under public law within the meaning of § 310 Para. 1 BGB (German Civil Code).

2. Scope of services/performance of services

- (1) The scope of services shall be determined by the respective order confirmation and any price and service list provided. Changes to the scope of services require renewed confirmation by medax. Unilateral statements or specifications of the customer that are not confirmed by medax shall not lead to any change to the order confirmation.
- (2) medax uses subcontractors and freelance translators to render its services and is entitled to do so without restriction. However, medax remains the exclusive contractual partner of the customer.
- (3) medax shall treat all information of the customer with strict confidentiality and shall also obligate its subcontractors and freelance translators to corresponding confidentiality.

3. Deadlines

- (1) Completion dates are only binding if they are expressly confirmed by medax at least in text form.
- (2) If a date requested by the customer is a fixed date after the expiration of which the customer is no longer interested in the service, the customer must indicate this when placing the order. The same shall apply in the event that unusually high damage on the part of the customer may result from the service not being provided in good time.

- (3) The observance of any completion dates requires that the customer has provided all preliminary services and information required for the provision of the service. If the customer does not comply with this, the completion dates shall be extended appropriately, if necessary also beyond the originally planned duration and not only by the period by which the customer has performed the preliminary services too late.

4. Fulfilment

- (1) medax shall have fulfilled the obligations arising from the order at the time when the translation is sent to the customer by the means specified in the order confirmation or when it is made available to the customer in the intended system.
- (2) The customer must check on the agreed or notified completion date whether the service has been received and, if this is not the case, immediately notify medax accordingly. The transmission risk shall be borne by the customer insofar as the obstacle to transmission is not within the sphere of medax. medax shall not be liable if the delay or non-access is due to a general risk of the transmission channel or obstacles to receipt within the sphere of the customer.
- (3) Text originals shall only be returned upon request and at the risk of the customer. Insofar as medax does not return them, they shall be stored exclusively in the customer's own interest and for purposes of proof.

5. Copyrights and rights of use

The client shall acquire the right to reproduce, distribute, transmit and display the translations on video and audio media, the right to make the translations publicly accessible and ultimately the right to edit the translation. The granting of these rights is subject to full payment of the agreed remuneration. Until full payment, medax grants the client the exclusive, temporarily transferable and locally unlimited right to use the translations that can be revoked at any time. If a deadline has been set for payment, revocation may not take place before the expiry of the payment deadline.

6. Warranty

- (1) The customer must immediately notify medax of any translation errors that become known. § 377 HGB (German Commercial Code) shall apply accordingly. If no immediate notification is made, warranty claims by the customer are excluded.
- (2) In the case of any translation errors that are reported immediately, medax provides warranty through rectification. If the rectification is not successful, the customer may, at its

discretion, demand a rebate of the remuneration (reduction) or termination of the contract. This also applies if medax genuinely and conclusively refuses to rectify the defect.

- (3) The customer shall not be entitled to terminate the contract for an insignificant breach of duty.
- (4) The aforementioned warranty claims are subject to a period of limitation of one year. This shall not apply in the case of claims for damages due to defects. Section 7 shall apply to claims for damages due to defects.
- (5) The customer does not receive guarantees in the legal sense from medax.

7. Liability for damage

- (1) Our liability for contractual breaches of duty and for tort is limited to intent and gross negligence. This shall not apply to injury to life, body and health of the customer, claims due to the breach of cardinal duties, i.e. duties that arise from the nature of the contract and the breach of which risks the achievement of the purpose of the contract, as well as compensation for damage caused by delay (§ 286 BGB). In this respect we are liable for every degree of fault.
- (2) The aforementioned liability disclaimer shall also apply to slightly negligent breaches of duty by our vicarious agents.
- (3) Insofar as liability for damages that are not based on injury to life, body or health of the customer is not excluded for slight negligence, such claims shall be subject to a period of limitation of one year, beginning with the occurrence of the claim.

8. Third-party industrial property rights

By placing an order, the customer assures that he has the right to translate the source texts or have them translated. The customer is obliged to indemnify medax against all claims made by third parties for violations of copyrights, performing rights, other industrial property rights or privacy protection with regard to the source text.

9. Terms and conditions of payment

The prices quoted in each case are net prices plus the respective sales tax. The term of payment is 14 days net after invoicing.

10. Offsetting and rights of retention, assignment

The offsetting or the exercise of a right of retention against claims of medax is only permissible if the counterclaim of the customer is acknowledged by medax or has been legally established.

The customer is not entitled to assign or transfer claims or rights from the business relationship against medax to third parties without the consent of medax. The same applies to claims or rights arising directly against medax by virtue of law.

11. Place of performance, place of jurisdiction, applicable law

- (1) Place of performance and jurisdiction for conflicts with merchants, legal entities under public law or special funds under public law is our registered office. Furthermore, we shall be entitled to sue the customer at the location of its registered office.
- (2) The law of the Federal Republic of Germany shall apply.

Olching, September 2019