

GENERAL TERMS AND CONDITIONS FOR INTERPRETING SERVICES OF AD HOC DOLMETSCHER & ÜBERSETZUNGEN -INTERPRETERS & TRANSLATIONS GMBH

I. GENERAL INFORMATION

Unless otherwise agreed in writing, the following conditions apply to the scope of the service. The written agreements mentioned in these GTC are equivalent to verbal agreements, if these are documented in writing by ad hoc GmbH or are in line with practices habitual in the industry. If these terms and conditions have been recognized once by a contracting entity, defined in each case as the institutional customer and not the individual agent, they shall also apply to all subsequent orders even if they have not been explicitly agreed upon. Any deviating agreement shall require the written signed confirmation of ad hoc GmbH. The customer explicitly waives the assertion of their own terms and conditions.

II. SCOPE OF PERFORMANCE

1. SUBJECT MATTER

The subject matter of the contract shall be the organisation of teams of interpreters, including the overall preparation of the assignment, the provision of the interpreters and any post-processing of the assignment on the basis of the requirements announced by the contracting entity and agreed upon in writing.

2. DETERMINATION OF THE REQUESTMENT REQUIREMENT - MODIFICATIONS

The client is obligated to inform ad hoc GmbH in writing of the exact requirements regarding the desired language combinations, modalities, or any other special requirements beyond the usual know-how/skills of professional conference interpreters. Any amendments at a later date shall be valid only if confirmed in writing by ad hoc GmbH and will be charged additionally.

3. MATERIAL & DOCUMENTATION FOR PREPARING THE ASSIGNMENT

The client shall provide ad hoc GmbH with sufficient information material and documentation for each interpreter of the team since the quality of the interpreting services is substantially dependent on the interpreters' preparation and as such on the documents provided by the client (lecture manuscripts, invitations, agenda, reference materials of past events, a list of sites relevant to the events such as general websites on the subject, websites of the participating companies / organisations / associations, glossaries, film scripts or videos etc.), especially for texts read out during the event or videos / movies shown. All documents for preparation are to be sent to ad hoc GmbH no later than three days before the start of the event, by e-mail to office@ad hoc.at or any other e-mail address announced by ad hoc GmbH wherever possible in MSWord, but in no way in formats other than MS PowerPoint or as a pdf file. Videos or films shown in the course of the event will only be interpreted if the exact scripts have been transmitted 3 working days in advance.

If documents are only available in a format other than those mentioned, the corresponding program must be supplied and the client is responsible for providing the required user licenses for all interpreters as well as the back-office of ad hoc GmbH. The same applies to video and audio recordings at the event. If it is not possible to transmit the preparatory materials by electronic means, the client shall supply ad hoc GmbH with physical copies of all materials sufficient in number for all interpreters contracted plus one extra copy for ad hoc GmbH, to be sent by courier or by post to arrive no later than 3 working days prior to the start of the event. The documents will then be forwarded by ad hoc GmbH to the individual team members, the costs being billed to the client in the course of the final invoice. If reference documents are not provided to ad hoc GmbH in insufficient copies, ad hoc GmbH is entitled to produce

copies without extra permission and to invoice the client for the respective costs. Failure by the client to provide materials for preparation in time or in sufficient quantity shall release ad hoc GmbH from any liability with regard to the quality of the interpretation services provided. Any meetings requested by the client prior to the event and not covered by the quote will be billed separately at the fees and conditions also agreed for the interpreting services.

4. EXPENSES

For events outside Vienna or during events within Vienna for which interpreters / technicians must be contracted from elsewhere (locally not / no longer available speech combination, etc.), the customer bears all expenses connected with this assignment. These include, in particular, but not exclusively, the travel expenses and/or subsistence costs in the period required by the respective situation. At events outside Vienna, expenses are calculated taking into account the actual place of residence / professional residence of the team member. Any expenses to be assumed by the organiser and temporarily advanced by ad hoc GmbH (e.g. travel, hotels, etc.) shall be billed by ad hoc GmbH to the organisers as soon as incurred and shall be reimbursed by the latter to ad hoc GmbH without delay.

A) TRAVEL EXPENSES

Travel expenses, regardless of the mode chosen by the interpreters, are generally billed on the basis of official fares as published on the websites of the public transport providers for long-distance journeys and/or fares charged by local service providers (taxis etc.) for local transport.

Travel expenses for events in Austria along the main ÖBB railway lines (West, South) are usually billed on the basis of the full second class train fare shown on the ÖBB website plus local transport costs. Local expenses usually consist of taxi fares. For events not along the main ÖBB lines (West, South) the customer shall at their own expense be free to organise a collective transport for the interpreters team, ensuring a frequency acceptable for the individual team members (waiting times of no more than 30 minutes). Alternatively, interpreters shall be free to make their own travel arrangements.

At the request of the customer and in the case of timely advantageous connections, flight connections are also acceptable within Austria, whereby the costs are to be borne directly by the customer.

For international assignments, ad hoc GmbH is free to choose the mode of travel to be used by team members. Reasonable costs are to be borne by the customer without extra approval. In any case, the respective local travel expenses at the point of departure and destination must also be borne by the organiser.

If, for reasons of force majeure, it is not possible for the interpreters to arrive at the destination as planned and agreed (eg due to disasters or disaster-related circumstances), a different travel mode may be chosen at the discretion of ad hoc GmbH to ensure the agreed services can be provided in due time, even if they do not correspond to the travel mode agreed and the occasioned expenses (mileage-based expenses, toll etc.) shall be borne by the client.

Travel arrangements for trips beyond simple direct train rides shall generally be assumed by the customer. If such travel is organised by ad hoc GmbH, an hourly fee shall be charged for the organisation based on the time actually required. The hourly rate is EUR 35.00/hour plus VAT (basis May 2017 and index-based thereafter) and does not require any separate approval by the customer.

(B) ACCOMMODATION AND BOARD

Accommodation costs include accommodation and meals. At events outside Vienna or at

events in Vienna, if interpreters / technicians need to be sourced from a different location (locally not / no longer available language combination, etc.), interpreters shall arrive one day prior to the start of the event. Unless expressly agreed otherwise in writing, the client shall organise the accommodation (reservation, booking, payment). The client shall assume the costs of accommodation in a hotel or in an equivalent facility in an at least 3 star category. Individual rooms shall be provided for all interpreters/technicians. The rooms shall be organised and paid directly by the client, reservations are to be made in the name "ad hoc GmbH". If, subject to the specific circumstances at a particular event, the set-up of the equipment has to commence more than one day prior to the start of the event, the technicians' subsistence costs must be assumed from this date or the previous evening. If, contrary to expectations, the rooms provided by the customer do not meet the agreed criteria, ad hoc GmbH is entitled to take rooms at a different establishment of the agreed category and to invoice the costs to the customer. The departure usually takes place on the last day of the event. If this is not possible / reasonable (due to time / logistical reasons - departure after the last train connection to the residence of the team member, end of event after 20.00, etc.), the customer shall also assume accommodation costs for the night following the end of the event.

During the event and/or on the day of arrival, the day of departure or possible in between days the client provides 3 main meals for each team member (arrival day, if not day of the event and otherwise agreed, dinner, departure day only if non-event day and otherwise agreed, breakfast only). Unless otherwise agreed breakfast is usually to be provided at the place of accommodation, lunch at the conference venue and dinner subject to the discretion of team members. If travel takes more than 4 hours per route, meals taken during the trip may be billed to the organiser. Unless otherwise agreed in writing, the customer shall pay the costs directly. If meals are not provided by the client they will be billed to them by ad hoc on the final invoice or paid by the latter as part of a flat subsistence allowance/per diem.

During the interpreting assignment organisers shall provide interpreters with sufficient beverages (usually mineral water and juices) regardless of the venue with costs to be assumed by the organisers, plus at least once per half day also with coffee/tea and snacks (biscuits and/or sandwiches). The respective costs as well as the costs for the beverages/refreshments served during the breaks shall be borne by the organisers. If no beverages and/or refreshments are provided by the organisers these shall be provided by the contractor and in turn be charged to the client at a flat total of EUR 20 plus VAT per interpreter for beverages during the assignment per day and EUR 15 per interpreter for coffee/tea and refreshments per half-day.

Non-event-related telephone costs of individual team members, costs for minibar consumption, costs for possible accompanying persons of a team member etc. are not to be assumed by the client. If these are not paid by the respective team member on departure, this shall be communicated by the client in writing to ad hoc GmbH indicating the name of the team member and the nature and amount of the costs within 3 days from the end of the event.

If an expense allowance is agreed, this exclusively refers to travel expenses, but never to accommodation and meals.

C) TRAVEL TIME ALLOWENCE AND PER DIEMS

For international assignments (both Austrian interpreters abroad as well as interpreters from

other countries in Austria or in third countries) a travel time allowance shall be billed where required, covering at least each day of travel at 50% of the daily rate per interpreter as well as for resting days during the event.

D) EVENTS IN VIENNA

For events in Vienna including the time between 12.00 and 14.00 the organiser shall provide the interpreters / technicians with a lunch preferably provided at the venue. If this is not possible, the corresponding catering costs are invoiced to the organiser based on the relevant invoice documents.

If an assignment ends after 20.00 in Vienna interpreters shall be entitled to a taxi ride home. The corresponding costs are invoiced to the customer.

5. FEES

The fees charged for interpreting services are determined exclusively according to the fees of ad hoc GmbH or according to the written quotes.

Cost estimates are only valid if they have been made in writing. If, due to a delayed booking (more than 7 days after the offer), the originally offered interpreters are no longer available and therefore interpreters have to be booked at a higher rate / extended expense, ad hoc GmbH is entitled to invoice these extra costs to the customer including if such extra costs have not been specifically approved. All other cost estimates are non-binding only. Interpreting rates are generally calculated in half and/or full days. A half-day set-up includes a maximum of pure interpreter presence at the venue of 4 hours. A full-day session includes: (a) either the presence of the conference interpreters at the venue of 8 hours; or (b) the conference is interrupted in one piece by long breaks of more than 3 hours, provided that the duration of the program is 6 hours.

Overtime rates are billed per interpreter and per hour. Full or half-days as well as overtime hours will be calculated as from the arrival time of the interpreters at the venue as requested by the client. A later start of the event shall not be considered for billing purposes. Incomplete hours shall always be billed as whole (no fractions).

For assignments after 22.00 surcharges shall be billed on top of the normal half, full- or extra-hour rates ranging between 50% and 100%.

Alternatively, flat rates can be agreed for times specified in the contract. In this case, overtime shall start once the specified time has passed. Unless otherwise agreed in writing, no costs will be charged to the organisation.

Fees apply both for interpreting services without technical equipment (consecutive, escort, liaison, or chuchotage interpreting) as well as simultaneous interpreting.

Recordings of the interpretation, live streaming for a broadcast via the Internet, tv, radio, podcasts and the like shall be charged separately, even if no separate agreements have been made in this regard and regardless of whether the recording etc. is technologically successful and/or such recordings are actually used. Any waiver of such an additional charge shall only apply if made in writing and signed by both parties.

Written quotes by ad hoc GmbH are generally non-binding and apply only for as long as the interpreters considered at the time of the offer are still available at the time of booking. If this is no longer the case due to the time delay, the customer accepts any possible additional costs occasioned by commissioning other interpreters and/or the

expenses incurred in such an event without a separate written agreement.

6. CUSTOMER'S RIGHTS IN THE EVENT OF SHORTCOMINGS

In the case of any complaints from the client regarding the quality of the interpreting services they shall

1) notify the contact person at ad hoc GmbH without delay (not later than 10 minutes after first noticing the shortcomings) with a specific description of the alleged problem identifying the interpreter concerned,

2) contact ad hoc GmbH by phone on + 43-1-585 19 50 (not later than 30 minutes after first noticing the shortcomings) with a specific description of the alleged problem identifying the interpreter concerned,

3) promptly (not later than 1 hour) notify ad hoc GmbH of the alleged shortcomings in writing and with reference to the interpreter concerned in writing by email to office@ad hoc.at or fax to + 43-1-585 19 50,

4) provide proof of the alleged shortcomings (for example through audio recordings). Complaints which have not been communicated before the end of the event cannot be considered.

5) In the event of direct disputes between the Client and a member of the interpreting team ad hoc GmbH shall be notified without delay and shall be the sole contact. ad hoc GmbH shall not be liable for actions of any kind whatsoever taken by its subcontractors as a consequence of disputes between such subcontractors and the client and exceeding oral discussions customary in business life.

7. EXCLUSIVITY

ad hoc GmbH is available to the client before, during and after the conference as sole contact for the contract offering services either as a complete package or individually. Please note that interpreters and translators working as sub-contractors for ad hoc GmbH are expressly prohibited from contracting with ad hoc GmbH's clients or offering their services to them directly (eg by distributing business cards, etc.).

8. BILLING AND PAYMENT

Invoices from ad hoc GmbH are generally due upon receipt. Invoices issued to customers domiciled outside the Republic of Austria are due no later than 3 days prior to the start of the event. Non-compliance entitles ad hoc GmbH to the non-delivery of the agreed service, in which case the contract is regarded as cancelled and cancellation terms apply.

Any/all additional work/overtime/expenses will be settled after the event. All transfer fees and bank charges must be borne by the customer.

If the client wishes to split the invoiced amount between several billing addresses, ad hoc GmbH will charge EUR 10.00 per addressee to cover the additional costs resulting from such a split (bank and postal charges, tax consultants, etc.).

9. TERMINATION OF THE CONTRACT

If the customer withdraws from the contract before the start of the event, the following cancellation terms shall apply: a) up to one month before the start of the conference: cancellation fee 30%, b) between one and half a month before the beginning of the conference 50% cancellation fee, c) rescission at a later date 100%, plus 20% VAT in each case. Costs incurred for third-party services (for example already booked plane tickets for interpreters,

hotel bookings) are to be paid additionally. Office costs incurred (for example for bookings of interpreters, briefings, etc.) are to be paid in full. For events during the peak months of the conference season (May, June, September, October), the cancellation rate of 100% applies to all cancellations later than within 2 months of the start of the conference.

10. FORCE MAJEURE

In the case of force majeure ad hoc GmbH shall be entitled to withdraw from the contract. However, the client shall compensate ad hoc GmbH for expenses or services already incurred. Force majeure shall in particular but not exclusively include accidents, civil war, natural events, volcanic eruptions and their consequences, the occurrence of unforeseeable events, which are demonstrably detrimental to the ability of ad hoc GmbH to provide the interpreting services in accordance with the contract.

11. DATA PROTECTION

Personal data of the customer's obtained in connection with the business relationship shall be treated by ad hoc GmbH in compliance with legal requirements.

12. FINAL PROVISIONS

Any specific financial amounts in these GTCs are indexed based on the figures released by the competent Austrian authority for the month of May 2016.

Supplementary agreements, amendments and / or additions to these terms and conditions as well as the respective individual agreements require the written form to be effective.

Should any of these conditions be or become invalid, irrespective of the legal basis, the validity of the other conditions shall remain unaffected. The court of jurisdiction for all disputes arising in connection with these terms and the individual contracts shall be Vienna. Austrian law shall apply. Status: 29.05.2017

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