



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

GENERAL TERMS AND CONDITIONS OF BUSINESS FOR CLIENTS OF MB INTERNATIONAL LANGUAGES GMBH FOR INTERPRETING SERVICES

GENERAL TERMS

The following General Terms and Conditions of Business shall apply to all and any individual contracts concerning

I. THE RENTAL OF:

- a) conference systems
- b) discussion systems
- c) mobile interpreting booths

II. ORGANIZATION OF INTERPRETERS ´ TEAMS

The customer acknowledges these General Terms and Conditions of Business as binding for this individual contract and also for all future business. Each deviating agreement has to be acknowledged in writing by MB International Languages GmbH. The Client herewith renounces his/her right to apply his/her own general terms and conditions of business. Neither silence nor performance on the part of MB INTERNATIONAL LANGUAGES GMBH shall be deemed to be an acceptance of the Client's general terms and conditions of business.

III. RENTING OUT OF CONFERENCE SYSTEMS, DISCUSSION SYSTEMS AND MOBILE INTERPRETING BOOTHS.

1. Subject of the Agreement

Based on this Agreement the lessor shall grant to the lessee the products and services listed in the individual rental contracts for use in return for payment. The lessor's offer on concluding an individual rental contract remains subject to confirmation. The individual rental contract shall be effected by order confirmation of the lessor.

MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



Firmenbuchnummer: FN 305967b · Firmenbuchgericht: LG Wels · Firmensitz: Mondsee · Rechtsform: GmbH

Bankverbindung: Oberbank AG, BLZ: 15120, Kto-Nr.: 4051-0112.39, BIC: OBKLAT2L, IBAN: AT351512004051011239, UID-Nr.: ATU64037768



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

2. Installation, Handing Over

The lessee must ensure that the location, its interior as well as the supply facilities are available on time as per agreement with the lessor before the system is installed. Costs pertaining thereto shall be borne by the lessee. Removal and connection of the system in the lessee's premises as well as the setting up of the system so that it is ready for operation shall be the responsibility of the lessor, provided no other agreements have been made. Costs pertaining thereto shall be borne by the lessee. Additional costs, such as costs pertaining to additional services, impediments in performing the services, work on Sundays or public holidays, night work or additional work shall be borne by the lessee. In the event that the lessor is prevented from delivering and installing the system on time and if he cannot be held responsible for intent or gross negligence, the contracting parties shall be relieved from their contractual obligations. Claim for damages of the lessee towards the lessor shall be excluded in accordance with the provisions of these General Terms and Conditions of Business.

3. Rental Period

The individual rental relationship shall commence on the day when the when the system, ready for operation, is made available and shall end on the contractually agreed upon time of return of the equipment and systems, respectively.

4. Rental Fee

The lessee shall pay the fixed rental fee as agreed upon in the individual rental agreement – insofar as not stated otherwise by the lessor - upon receipt of the invoice without any deductions and free of charge for the payee.

In the event of delayed payment by the lessee the lessor shall be entitled to charge interest in the amount of 3 % above the applicable official rate of the Austrian National Bank. The lessee may only enforce a lien insofar as it is based on claims resulting from the same rental agreement. He/she shall only be entitled to set-off claims towards the lessor if the lessor has acknowledged the lessee's counterclaim or if such claim has been legally established.



MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

5. Withdrawal from Rental Agreement

In the event that the lessee withdraws from the agreement prior to permitting use of the contractual subject, he/she shall be liable to pay the following rental fee plus VAT:

- a) withdrawal of up to 14 days prior to the start of the conference 50 %
- b) withdrawal at any time later 100 %.

Costs incurred for outside services (such as transportation costs, rerouting of equipment, etc.) must be refunded in addition. Withdrawal from the agreement by the lessee is only possible in the event of not culpable prevention.

6. Status of Ownership and Possession

The rental system remains the property of the lessor. The lessee may not take the system or parts thereof to any other site than the one mentioned in the individual rental agreement without the lessor's prior consent.

7. Use by Third Parties

The lessee shall be entitled to leave the rental objects within his/her business activities to qualified third parties for their proper use. Such permission of use shall be documented by a handing-over protocol jointly signed by the lessee and the third party.

Upon return, an inventory shall be taken jointly based on numbered receipt cards.

8. Distribution of Receiver Units

The lessee shall be responsible for the distribution of the receiver units with headphones. He/she shall provide temporary workers for this task. Upon request the lessor shall take over distribution of receivers in exceptional cases. The costs for this shall be borne by the lessee. The distribution procedure shall leave the liability provisions as laid down in item 9 untouched.



MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

9. Lessee's Liability

The lessee shall treat the system with diligence: He/she will keep it safely secured from damage and fraudulent abstraction in rooms that can be locked and shall use it only within its intended use.

For the duration of the rental period the lessee shall carry the risk for damage or loss. In case of damage the lessor and the lessee shall establish a joint protocol on site. If this is not the case, the lessor shall take an inventory of the rental objects either on the site where the system was installed or after the rental objects have been returned and document the condition of the system. Damage to system parts, for which the lessee is liable, can be remedied at the lessor's choice either by repair or exchange of the defective parts at cost price.

The lessee shall reclaim missing system parts from the conference participants based on the receipt cards carrying the participants' names and addresses.

System parts, which are not at the lessor's disposal within five days after termination of the rental period, shall be invoiced to the lessee.

In the event of delayed return of the rented equipment the lessee is required to reimburse the lessor for any damage that the lessor incurs (such as renting of additional equipment for the next contractual assignment) due to such delay. He/she will however have to pay at least the amount of the agreed upon rental fee.

10. Lessor's Liability

Claims of damages by the lessee, – regardless of their matter and legal ground- shall be excluded, provided the lessor cannot be held responsible for intent or gross negligence, is not stringently liable for missing warranted properties or violates a contractual obligation, which is essential for the attainment of the contractual purpose.

11. Return of the System

Upon termination of the individual rental relationship the lessee has to return the system to the lessor without delay in proper condition at his/her own costs.



MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

IV. ORGANIZATION OF THE INTERPRETERS´ TEAMS

1. SUBJECT OF THE AGREEMENT

Based on this Agreement MB INTERNATIONAL LANGUAGES GMBH shall organize teams of interpreters for the Client's event based on the requirements made known by the Client.

2. Obligations of the Client

The Client shall be obliged to inform MB INTERNATIONAL LANGUAGES GMBH in writing upon the conclusion of the Agreement about the specific requirements regarding the desired language combinations, composition modalities and possible special requirements going beyond the customary specialist knowledge of an experienced conference interpreter. Any changes at a later point in time shall only be valid if MB INTERNATIONAL LANGUAGES GMBH has confirmed them in writing.

Furthermore the Client shall be obliged to make available to MB INTERNATIONAL LANGUAGES GMBH sufficient information material and supporting documents for each interpreter, since the quality of the interpreting services largely depends on the preparation of the interpreter and thus on the information material provided by the Client (notes on lectures, reference material). This particularly applies to text material read at the event and videos/films. If the Client does not provide material on time or in sufficient quantity then MB INTERNATIONAL LANGUAGES GMBH shall be released from any liability regarding the quality of the interpreting services provided. If MB INTERNATIONAL LANGUAGES GMBH does not receive sufficient copies of the reference material, MB INTERNATIONAL LANGUAGES GMBH shall be entitled to have such copies made themselves and to invoice the Client for costs incurred.

3. Obligations of the Contractor

MB International Languages GmbH, as the Contractor, is obligated to work only with experienced interpreters, who MB INTERNATIONAL LANGUAGES GMBH know from practice and shall do their best in combining the individual interpreters based on their specialties. In the case of possible complaints from the Client concerning the quality of the interpreting services, he/she shall be obligated to prove such faults to which objections were made immediately by giving concrete examples and with regard to the interpreter concerned (possibly supported by tapes). The Client shall only have a liability claim for quality faults regarding interpreting services towards a single member of the interpreter team but not towards MB International Languages GmbH.

MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



Firmenbuchnummer: FN 305967b · Firmenbuchgericht: LG Wels · Firmensitz: Mondsee · Rechtsform: GmbH

Bankverbindung: Oberbank AG, BLZ: 15120, Kto-Nr.: 4051-0112.39, BIC: OBKLAT2L, IBAN: AT351512004051011239, UID-Nr.: ATU64037768



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

MB INTERNATIONAL LANGUAGES GMBH shall be available to the Client prior to, during and after the conference as the sole contact regarding the order and shall offer its services in form of an overall package or a single service. It must be noted that it is explicitly forbidden by contract for interpreters and translators under contract with MB INTERNATIONAL LANGUAGES GMBH to directly work together with clients of MB International Languages GmbH. Clients of MB INTERNATIONAL LANGUAGES GMBH therefore agree to appear as witnesses before the court in the event that a legal dispute arises in case of a breach of contract in which they are involved as a client of an interpreter and/or translator of MB International Languages GmbH.

4. Interpreting Fees

Fees for interpreting services are determined in accordance with the rates of MB INTERNATIONAL LANGUAGES or based on written quotations by MB International Languages GmbH.

Quotations shall apply when supplied in writing. Other quotations shall only be non-binding guidelines.

Quotations, which were made more than one year before the date of the event, are subject to a value stability clause, whereas an increase of the applicable rate of up to 5 % shall be permissible per year (shall apply to interpreter and the technical conference equipment).

If, for reasons that are not within the sphere of responsibility of MB International Languages GmbH, a booking of interpreters is inevitable at higher rates than foreseen or if extra expenses are incurred (e.g. due to late booking by the organizer), all extra costs incurred thereby shall be borne by the organizer.

Interpreters' rates are invoiced on the basis of half days or full days. One half day rate comprises a maximum of four hours of the interpreter's presence on the site of the event. A full day rate either comprises the interpreter's presence on the site of the event for 8 hours, or in the event that the conference is interrupted by long intervals of more than three hours in a row, not in total, which were already planned for in the program, a mere working time of six hours. Beyond that, overtime rates will be invoiced per interpreter per hour. The full or half day rates as well as the overtime rates shall be calculated from the time when the interpreter(s) is/are expected at the conference venue

MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



Firmenbuchnummer: FN 305967b · Firmenbuchgericht: LG Wels · Firmensitz: Mondsee · Rechtsform: GmbH

Bankverbindung: Oberbank AG, BLZ: 15120, Kto-Nr.: 4051-0112.39, BIC: OBKLAT2L, IBAN: AT351512004051011239, UID-Nr.: ATU64037768



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

upon the organizer's request. Such time must be advised to MB INTERNATIONAL LANGUAGES GMBH in writing. A later beginning of the event shall not be taken into account. Commenced hours shall be invoiced as full hours. To set-off remaining hours on a shorter conference day towards the duration of another day is expressly excluded or requires a clear written agreement prior to the beginning of the conference. If nothing else has been agreed upon in writing, no costs shall be invoiced for the organization.

Possible expenses or other costs shall be calculated based on the written agreement. If such agreement provides for a certain way of travel for the interpreter or technician to the venue of the event, and if such travel arrangement cannot be complied with due to circumstances outside MB International Languages GmbH's control (such as journey to the venue by train, but the ÖBB –Austrian Railway – is on strike), MB INTERNATIONAL LANGUAGES GMBH shall be entitled to organize a different way of transportation and to invoice the relevant costs (e.g. journey to the venue by car and invoicing of the official allowance per kilometer plus possibly necessary toll fees). If, for assignments outside of Vienna, the distance between the venue, the train station/airport or the hotel for the interpreter/technician is more than 500 m, the organizer shall have to provide for transportation upon arrival and departure as well as transportation to and from the venue or agree to pay the taxi bills. If, for assignments outside of Vienna, it becomes necessary that the interpreter/technician stays overnight, the organizer shall agree to assume such costs. Only real costs that are incurred will be invoiced, whereas suggestions/reservations in this context will be generally accepted. If such suggestions/reservations are not acceptable (as regards quality and all other conditions) they may be ignored. For events outside of Vienna the organizer shall pay the costs for food and drinks for interpreters. This can be done by a) providing meals b) compensating submitted receipts, c) agreeing to pay a flat-rate maintenance allowance. The organizer agrees to supply the interpreters with sufficient beverages during their work in the booth at his/her cost.

MB INTERNATIONAL LANGUAGES GMBH shall pay the interpreters' fees at the earliest upon receipt of the entire amount of the invoice for the relevant conference, and is unable to advance such fees.



MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

5. Withdrawal from Contract

In the event that the Client withdraws from the contract, he/she shall have to pay:

- a) 30 % in case of withdrawal of up to two months before the beginning of the conference
- b) 50 % in case of withdrawal between two months and one month before the beginning of the conference
- c) 100 % in case of withdrawal at any time later

of the contractually agreed upon fees plus 20 % VAT. Costs incurred for external services (such as already booked flight tickets for interpreters, hotel bookings) have to be paid in addition.

For events during the high season for conferences (May, June, September, October) a cancellation fee of 100 % shall apply for all contract withdrawals that are made later than two months before the beginning of the respective conference.

V. FORCE MAJEURE

In cases of force majeure MB INTERNATIONAL LANGUAGES GMBH shall be obligated to inform the Client immediately in writing. Force majeure shall entitle the Client as well as the Contractor to withdraw from the contract. The Client, however, shall compensate the Contractor for expenses and services already rendered.

In particular, the following events are considered to be force majeure: industrial disputes, acts of war, civil wars, occurrence of unforeseeable events, which decisively impair the Contractor to fulfill the contract as agreed upon, further decisive factors are coincidence, illness, accident and death.

VI. DATA PROTECTION

All person-related data of the customer received in connection with the business relationship shall be processed by MB INTERNATIONAL LANGUAGES GMBH or its related companies under consideration of the statutory provisions.



MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at



International Languages

Alle Sprachen
Übersetzungen
Beglaubigungen
Dolmetsch-Dienste
Sprachtraining
project language support
Interkulturelles Training

VII. INVOICING AND PAYMENT

Invoices of MB INTERNATIONAL LANGUAGES GMBH are in general payable upon receipt. For Clients who are outside of the Republic of Austria, the agreed upon invoice amount has to be received on the company account of MB INTERNATIONAL LANGUAGES GMBH at least three days prior to the beginning of the event. Non-compliance with this condition shall entitle MB INTERNATIONAL LANGUAGES GMBH not to render the agreed upon services, whereas in this case the Agreement shall be considered cancelled and the provision on cancellation shall apply. Possible additional services/overtime shall be invoiced after the event. All and any remittance fees and banking charges shall be borne by the Client. If the Client desires that an invoice is broken down to several invoice addressees, a fee of EUR 7 (seven) will be charged and invoiced for each separate addressee to cover additional expenses (banking and postal charges, tax consultant, etc.).

VIII. FINAL PROVISIONS

Supplements, changes and/or amendments to these General Terms and Conditions as well as to each of the individual contracts must be in writing in order to be legally effective.

In the event that one or several of the provisions – regardless of the legal reason – shall be or become ineffective – the effectiveness of the other provisions shall not be touched thereby.

Place of jurisdiction for all and any legal disputes arising from these General Terms and Conditions of Business and the individual agreements shall be the relevant court at Mondsee.

Austrian law shall apply.

Date of effectiveness: 01.01.2008



MB International Languages GmbH
Technologiezentrum Mondseeland
Technoparkstraße 4, 5310 Mondsee
Tel. 0043-(0)6232-27650
Fax 0043-(0)6232-27690
office@boensch.at
www.boensch.at