



International Languages

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GENERAL TERMS AND CONDITIONS OF BUSINESS FOR SUBCONTRACTORS OF MB International Languages GmbH

PREAMBLE

These general terms and conditions of business shall be the contractual basis for business relations of the company MB International Languages GmbH, in the following referred to as MB with subcontractors, in the following referred to as SUB (translators, translation agencies and interpreters). These general terms and conditions of business shall already become applicable with the first commissioning of a subcontractor and his/her acceptance of the order for all further contracts. The following terms and conditions of business shall also apply to orders placed orally. This version of the general terms and conditions of business shall replace all and any previous terms and conditions of business.

1.a) All and any orders on behalf of MB shall be invalid unless in writing and unless the signed contract is immediately returned by the SUB by fax or by e-mail. The order shall only become binding when the order confirmation signed by the SUB is received by MB.

1.b) If, in exceptional cases, in departure from 1.a) the commission is not issued in writing but via the telephone, orally or by other means, then it must be confirmed by the SUB by a short written note to MB.

2. Each SUB undertakes to accept only such orders which he/she can execute based on his/her knowledge, ability and experience. By doing so he/she adheres to the ethical principles which are customary in this profession and – for interpreting jobs – to the applicable rules of etiquette.

Deliberate infringements of this provision shall result in the immediate invalidity of this contract and release MB from MB's obligation to pay. Furthermore, MB reserves the right to pass on a possible reduction of the price demanded by the client for violation of the above conditions in full to the SUB concerned, to reduce his/her fees to the corresponding extent and to have recourse to the SUB for further damages and consequential losses to their full extent.

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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



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3. Insofar as project-related documentation is supplied by the client, MB will pass this on to the SUB. If no or only insufficient documentation is supplied by the client, the SUB undertakes to conduct thoroughly all the necessary research him/herself in order to prepare both the topic and the special vocabulary required.

4. For interpreting jobs the interpreters commissioned by MB undertake to be at the venue of the event at least 30 minutes prior to the beginning of the event. This lead time is customary in the business and is not included in the assignment term.

5. In the event that the SUB is prevented from carrying out an order, he/she shall inform MB without delay. If this prevention occurs after the order has been accepted by the SUB for whatever reason, the SUB shall be obliged to provide an equivalent replacement at his/her cost, to bear any costs related thereto and to meet any compensation claims from the client that may arise. Prior written consent by MB must be obtained before passing on/ assigning a contract by MB from the SUB to a colleague.

6. MB shall inform the SUB immediately and in time about any cancellations and changes regarding the program and the dates by the client. MB shall be released from paying the SUB the agreed fees for this order if MB notifies the SUB in due time.

7a. The SUB agrees not to contact MB's clients in a manner exceeding the necessary, nor give his/her data, calling cards and contact addresses/numbers and/or advertising material of any kind with the exception of MB's advertising material to clients of MB, - offer them his/her - the SUB's services - without being contracted through MB and/or take on orders directly from them; clients in this context shall always be defined as the entire organizing or participating company/organization, etc. as can clearly be seen from the documentation (e.g. agenda, lectures, brochures,)

Furthermore the SUB agrees during interpreting jobs commissioned by MB not to present calling cards, contact details or offer his/her services in any way to any organizer and/or participant or other persons present with the exception of clearly recognizable interpreter colleagues. This obligation shall be effective for three years following the date of commencement of the event or such point in time when the subcontractor concerned last had contact with the client in the scope of his/her order.

Any existing contacts between the SUB in question and MB's client prior to the order concerned must be reported prior to the placement of the order. In the case of a failure to comply with these obligations, such contact will be deemed not to have existed. Such notification to MB shall be invalid unless in writing and signed by MB's management and is to be obtained personally and cannot be transmitted by fax or e-mail. In the event of a violation of this condition, a penalty to the amount of

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25,000 Euro shall be payable to MB without delay, with MB reserving the right to further judicial and extra-judicial steps.

7.b. If a client of MB or another participant approaches an SUB during an interpretation job in order to commission him/her with another job, or to obtain the material/documentation mentioned in 7.a., then this client and/or participant must be referred to MB without delay, and MB must also be informed about this incident. This obligation shall be effective for three years following the date of the commencement of the event or such point in time when the subcontractor concerned had last contact with the client in the scope of his/her order.

7.c. Violation of the provisions of items 7a and 7 b shall immediately result in a claim being lodged against the SUB for damages.

8. If no other agreement has been made, the following conditions shall apply to interpreters:

- Overtime shall only apply following completion of the first thirty minutes of an hour begun.
- In individual cases another manner of settlement for the time can be agreed with the SUB, such as by way of an increased daily rate, including an all- inclusive payment to cover the overtime. This however, shall require MB's consent. In the event that there is no separate written agreement on this matter, an increased fee agreed – as compared to the regular fees paid by MB for comparable services – shall be proof of such agreement.
- Travel expenses shall be reimbursed on the basis of second class train tickets. Any extra costs such as seat reservations, sleeping cars, taxis, etc. shall be reimbursed with MB's prior written consent. Taxi journeys from the SUB's place of residence (e.g. to the train station) shall not normally be reimbursed.
- Unless otherwise agreed in writing, no restaurant bills, mini bar expenses, or telephone calls shall be reimbursed.
- During events in Vienna, the organizer shall not be under an obligation to provide meals for the interpreter. If the interpreter has a meal in the course of the event (e.g. at the conference hotel) but not at the invitation of the organizer and has not paid for it at the event, the costs incurred shall be paid directly to the organizer or shall be reimbursed to MB by means of the settlement of accounts.



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9. In the event of faults in written translations submitted by the SUB, MB shall be entitled to grant the SUB an adequate respite for correcting these faults. Should the SUB refuse to correct these faults or should the re-submitted version be faulty again, MB shall be entitled to withdraw from the contract and to invoice the SUB any costs that may have occurred. Should a client demand from MB a corresponding price reduction or compensation for damages which arise as a result of this faulty translation, MB shall be entitled to invoice the SUB for these additional costs to their full extent.

10. All of MB's SUBs are independent entrepreneurs and are in no employee or other employment relationship with MB. Thus they are obliged to provide for sufficient insurance or to pay the social security contributions themselves. SUBs who - for whatever reason - are not included in the General Social Insurance with regard to their fees paid by MB, must inform MB without delay and must indemnify and hold MB harmless for all costs, losses, fees and other consequences, MB may incur.

11. Fees shall be paid within one month following receipt of the amount from the client to an account made known to MB by the SUB.

12. The provisions of § 1299 et seq. ABGB (Austrian Civil Code) (as can also be seen at www.jusline.at) shall apply to all subcontractors.

13. Austrian law shall apply exclusively to all orders placed with SUBs by MB. Place of exclusive jurisdiction: 5310 Mondsee, Austria.



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