

1. Applicability and Placing of Orders

These terms and conditions apply to all the services of the translation agency Übersetzungsteam LINGUA GmbH (hereafter referred to as LINGUA). By placing an order, the CLIENT is deemed to have read and accepted these terms and conditions. Upon the CLIENT submitting the text to be translated and by placing an order in writing or verbally, the contract for the translation is deemed to have been placed. LINGUA will confirm the placing of the order by contacting the CLIENT by telephone or by email, and upon request will submit a cost estimate. When no all-inclusive price has been fixed, the final invoice may not vary from the estimate by more than 10%.

2. Cancellation

An order may only be cancelled within 1 (one) hour from the time of the placing of the order. Cancellation of an order must be made by the CLIENT in writing and must be acknowledged by LINGUA in writing. If an order placed with LINGUA is cancelled by the CLIENT after the cancellation deadline, then the costs incurred by work already completed up to that point must be paid pro rata.

3. Contracts made on behalf of a Third Person

Contracts placed on behalf of a third person which are subsequently not recognised or otherwise repudiated by the said third person vis-a-vis LINGUA retroactively become the responsibility and duty of the person who placed the order with LINGUA. The CLIENT guarantees LINGUA that the text to be translated does not infringe the copyright of any third person; the CLIENT also releases LINGUA from all and any liabilities with regard to third persons.

4. LINGUA Services

LINGUA guarantees a professional and accurate translation. The CLIENT will provide, if available, necessary translation aids. This applies above all to in-company terminology

5. Conditions of delivery

Quoted delivery dates are not binding unless they are expressly confirmed as binding in writing by LINGUA. In the event of delays in delivery caused by Force Majeure (war, strikes, natural disasters etc.) the time of delivery will be postponed for the duration of such an event. Without a written agreement from LINGUA, the CLIENT is not entitled to make a counterclaim. Delivery will be made at the time agreed with the CLIENT and in the form of delivery requested by the CLIENT. Unless otherwise agreed in writing, translations of up to 10 (ten) standard pages (25 standard lines per page) will be delivered within 72 hours of receipt of the text to be translated.

6. Conditions of Payment

Net payment is to be made within 30 (thirty) days from the date of invoice. After the expiry of the period of payment, the CLIENT will be held to be in default, without need of a reminder. LINGUA has the right to apply a late payment interest of 5% on overdue payments. Private CLIENTS, resident in Switzerland as well as abroad, must make complete payment in advance. Except when otherwise agreed in writing, corporate clients with headquarters abroad must pay a deposit of at least 60% (sixty per cent) of the total amount. The translation will remain the property of LINGUA Translations until full payment has been made.

7. Liability

Any data supplied to LINGUA by the CLIENT in connection with an order, or any data in the form of a translation is to be archived by LINGUA. Complaints regarding the services of LINGUA will only be considered if they are submitted in writing to LINGUA within 10 (ten) days of delivery of the translated text. Where a complaint is deemed to be justified, LINGUA will rework the translation free of charge. In the case of justified flaws in the translation, the CLIENT is to give LINGUA a reasonable time in order to amend the translation. Amendments are excluded when discrepancies are caused by the CLIENT. In cases where no agreement can be reached, an independent expert will be called in. The costs for such an expert opinion and the extra work involved will be borne by the party found to be at fault. With the exception of compelling legal liability for unlawful intent, LINGUA's liability for further claims made by the CLIENT are expressly excluded. Further, any warranty and any liability for errors in translation due to ambiguity or omissions in the source text or document provided by the CLIENT are excluded. Further, any liability for loss during delivery by post or by electronic transmission is excluded.

8. Settlement

The CLIENT and LINGUA agree to settle only mutually recognised written or legally recognised claims

9. Confidentiality, non-disclosure, professional discretion,

A CLIENT'S data and information will be treated by LINGUA with the strictest confidentiality. The employees, freelancers and partners of LINGUA are contractually bound to professional discretion and nondisclosure. Except for orders from financial institutions and asset management companies, and the financial documentation of nationally and internationally active companies, as well as all orders of a civil law and/or criminal law nature, LINGUA is entitled, in compliance with the conditions of the Data Protection laws, to disclose participants' data to its employees and translators in order to provide the services offered. LINGUA guarantees the CLIENT the confidentiality of data, documents and information according to the applicable data protection laws and the Swiss Criminal Code. Distribution of a CLIENT's data is also prohibited even after the completion of the contract.

10. Applicable law /Jurisdiction

All other cases shall be governed in accordance with Swiss Code of Obligations.

The place of jurisdiction is Sursee