

Terms of sale and delivery of 20 June 2014 for World Translation A/S

1 Contractual basis

- 1.1 These general terms of sale and delivery shall apply to every sale of services undertaken for World Translation A/S, VAT no. DK 28 68 05 46 (hereinafter called World Translation).
- 1.2 These terms of sale and delivery may only be derogated from or modified by express agreement in writing between World Translation and the client.
- 1.3 It is emphasised that these terms of sale and delivery shall not yield to the client's purchasing terms.
- 1.4 Particular and specific terms, conditions or requirements for the product or service on the part of the client, stated for instance in the client's placement of the order or purchasing terms, shall not be binding for World Translation unless World Translation has expressly declared acceptance of the terms in writing.

2 The order

- 2.1 An order shall always be given in writing. If orders based on offers given by World Translation are confirmed verbally or on the telephone, they shall subsequently be confirmed in writing.
- 2.2 World Translation undertakes to provide the necessary input with regard to advice about and preparation and delivery of technical documentation, translation, proofreading, layout and/ or DTP, and other services, following the client's instructions and in accordance with an order accepted by World Translation.
- 2.3 It is the client's obligation to provide texts and materials for carrying out the order, to provide the necessary support for World Translation and to provide all relevant information the client may have in relation to the assignment.
- 2.4 Until the time when World Translation has delivered the service in question, the client may at any time require changes to the order that was given. If the client requires changes, World Translation shall then be entitled to regulate the original prices and delivery terms for the order concerned.
- 2.5 If the need arises for additional work, the client will be informed of this before the extra work is commenced. The work will not be implemented before the client's written consent has been received.

3 Confidentiality

- 3.1 World Translation undertakes to treat as confidential all information, data and documents placed at its disposal by or through the client in connection with an order or by other means in the course of collaboration, and to make the results of the work exclusively available to the client.
- 3.2 The same clause on secrecy shall be imposed on all employees of World Translation, and to suppliers at any time associated with World Translation, also after the working relationship has terminated.

4 Rights

- 4.1 All results derived from products or services delivered by World Translation shall belong to the client alone.
- 4.2 The client's rights shall not include World Translation's methods, tools or general technical knowledge.
- 4.3 World Translation guarantees that products or services delivered by World Translation do not include rights belonging to third parties which could limit or exclude the client's use or exploitation.
- 4.4 In the event of claims filed by third parties which are not derived from the service delivered by World Translation and are not therefore covered by clause 4.3, but which limit the client's rights and exploitation, World Translation shall be free of liability and the client shall exempt World Translation from all claims brought in that connection.

5 Complaints, right to remedy and limitation of liability

- 5.1 If the client wishes to make a complaint over errors and defects, it shall be made in writing to World Translation. The client shall forfeit the right to claim remedy for breach of contract if the complaint is not raised as soon as the client discovers or should have discovered the existence of errors and defects. Complaints over errors and defects in products or services shall in all circumstances be submitted in writing not later than six months after the product or service has been received by the client.
- 5.2 If errors or defects occur in World Translation's products or services, the customer may require to have the defect remedied, and similarly, World Translation also has a corresponding right to rectify the work. In these cases the rectifying process shall be free of charge. World Translation

shall be entitled to a suitable time limit for such remedial action.

- 5.3 Claims for cancellation of the order, reduction of the fee or compensation on the grounds that World Translation failed to comply with the requirements of the order shall be excluded unless the client can show documentation that World Translation has acted in gross negligence and has not attempted remedial action; cf. clause 5.2.
- 5.4 World Translation shall not be liable for errors caused by incorrect or incomplete information given by the client, and similarly, World Translation shall not assume any liability resulting from erroneous, unclear or misleading material.
- 5.5 World Translation and its suppliers shall not be liable if failure to meet obligations is the result of circumstances beyond World Translation's direct control (for example, but not limited to, server failure or breakdown, burglary, fire, damage by water, strikes, lockout, restrictions imposed by public authorities or the like), which are likely to delay or make fulfilment of obligations significantly more onerous for World Translation than expected.
- 5.6 Regardless of the grounds on which a claim may be raised, and regardless of the degree of negligence, World Translation shall not be liable for indirect loss or consequential loss such as loss of production, or financial costs, loss of information and data or other indirect loss, consequential loss or the like in connection with claims filed by third parties. If a third party files a claim against World Translation, the client shall remit to World Translation all losses suffered by World Translation in that connection.
- 5.7 World Translation's liability in relation to any single order shall not exceed DKK 200,000, unless the stated losses or damage are the result of significant neglect or deliberate actions. The period of liability is six months after delivery; cf. clause 7.

6 Payment terms

- 6.1 For products or services supplied by World Translation the client shall pay a fee agreed between the client and World Translation.
- 6.2 Accounts shall be settled after delivery of the agreed products or services.
- 6.3 If payment is not made when it falls due, default interest on the amount owed shall be charged from the due date at a rate of 2% of the sum owed per month or part of a month.
- 6.4 World Translation may issue a part invoice for work performed for the client, if this was agreed upon at the time when the order was placed, and/or if the implementation of the order is delayed because the client has not fulfilled its obligations under clause 2.3.
- 6.5 World Translation may require full or partial payment in advance for large orders, provided this is agreed upon at the time when the order is placed.
- 6.6 Unless otherwise agreed expressly, World Translation's fees and prices are stated excluding VAT, and the client shall pay VAT in addition. Within the EU the "reverse charge" principle applies, and invoices are therefore calculated without VAT within the EU.
- 6.7 The date for payment is 14 days after the invoice date, unless otherwise agreed between the client and World Translation.

7 Delivery and delivery terms

- 7.1 The agreed products or service shall be delivered in accordance with the delivery terms agreed upon when the order was placed.
- 7.2 The delivery date for individual orders depends on the size of the order, and must therefore be agreed upon individually in each case.
- 7.3 The client shall be obligated to buy the service that has been ordered, unless it contains errors and defects that give rise to liability.

8 Governing law and venue

- 8.1 Validity, interpretation and fulfilment of the parties' obligations shall be regulated and interpreted in accordance with Danish law.
- 8.2 Any dispute, disagreement, claim or irregularity which may be derived from, concern or arise in connection with the present terms of sale and delivery shall be settled at Aarhus County Court as the venue as the first instance. Either party shall be entitled to appeal against the judgment in accordance with current Danish rules. Regardless of the above, either party shall be entitled to institute legal proceedings against the other at the venue of the defendant, provided that the case is brought in connection with enforcement of a judgment pronounced against the background of these terms of sale and delivery.