



General Terms and Conditions (GTC)

General information

These General Terms and Conditions shall apply to all our business transactions with our customers. We hereby expressly reject the application of any and all contrary terms and conditions of purchasing and/or delivery that the customer may seek to impose, unless we have explicitly acknowledged such terms and conditions in the individual case. The General Terms and Conditions are accepted by our customers through order placement and apply throughout the entire duration of the business relationship, even if we do not expressly refer hereto when acknowledging individual orders placed. They also apply to future business transactions. Customers include both legal and natural persons.

1. Orders

Regardless of the type of order, the purpose of the order must be absolutely clear. Additional verbal agreements and amendments to orders are subject to our express written consent. We are not liable for delays or deficiencies resulting from the customer supplying incorrect, incomplete, ambiguous or illegible information, including in the text to be translated. We are entitled to withdraw from an order, even after it has been confirmed and without reservation, in the event that we subsequently receive any information concerning the customer that we believe will be detrimental to our business relationship.

Special provisions for language training

The contractual relationship takes effect upon the registration of the participant and our acknowledgement. The duration of instruction is as per the type of instruction or course agreed upon. We reserve the right to modify the content of the instruction in exceptional cases and to reschedule or cancel courses for organisational or similar reasons.

Special provisions regarding contracts to produce a work

In principle, the order is carried out in the technical offices of KERN AG. The complete or partial execution at the customer's premises can be agreed upon if work materials cannot be surrendered and/or continuous domain-specific discussions or technical coordination necessitate this.

The right of direction vis-à-vis its vicarious agents and employees, particularly with regards to briefing, instruction and supervision is solely the responsibility of KERN AG, even if the order is carried out at the customer's premises. This does not affect the customer's right to give order-related execution instructions on a case-by-case basis that concern the work result.

2. Execution by third parties

We reserve the right to commission third parties for the execution of any business if we deem such to be effective and beneficial. We are only liable for the careful selection of third parties. Except in connection with interpreting projects and language instruction, communication between the customer and our commissioned third party requires authorisation by us.

3. Offers and prices

All offers and prices are subject to change. They can be adapted to the current circumstances and the changed expenditure incurred without separate communication. Unless otherwise agreed, prices are listed in euros. All prices listed in our offers are net prices, excluding taxes. Credit up to certain payment terms, cash discounts and other deductions shall not be granted unless we have expressly agreed to such arrangements. Special services are subject to surcharge or are billed at cost.

Special provisions for translations and foreign-language typesetting

Unless otherwise agreed in writing, the prices offered for translation services shall be understood as prices per translated line. One line comprises a maximum of fifty characters, including spaces. Longer lines shall be converted accordingly into lines of not more than fifty characters. Partial lines of more than thirty characters are rounded up to full lines. A minimum charge will be assessed if the agreed price per line multiplied by the number of lines does not exceed the minimum charge. Certifications, adaptations of foreign-language advertising texts, website and software localisation, text capture, typesetting and printing work, formatting and conversion work, proofreading, express surcharges, and the creation and expansion of a terminology list or a glossary are billed

separately on the basis of time spent or as agreed upon.

Special provisions for interpreting

The travel time required by the interpreter to travel to the interpreting location and back shall be billed as per the estimated hourly rate for interpreting services in addition to the interpreting and attendance time. Expenses incurred (travel, hotel and catering costs, etc.) shall be borne by the customer. The location of the respective branch office that processes the order will be taken as the start and end of the journey unless otherwise agreed. Unless otherwise agreed, overtime shall be charged at a supplementary rate of thirty percent. The full hourly rate is applied to any hour or portion thereof worked; the same applies accordingly to daily rates for any day or portion thereof worked.

Special provisions for language training

Unless otherwise agreed in writing, the prices offered for language course services shall be understood as prices per language course unit. A minimum amount of language course units will be charged. Course materials, examinations, certifications and other additional services will be invoiced separately at cost or as agreed upon. Unless agreed otherwise, in the case of language training outside of our branch offices, the time required for the language teacher to travel to the location of the language course and back shall be compensated at cost. Expenses incurred (travel, hotel and catering costs, etc.) shall be borne by the customer. The location of the respective branch office that processes the order will be taken as the start and end of the journey unless otherwise agreed.

4. Services

We shall perform the services commissioned and accepted by us according to the order and these General Terms and Conditions. We do not owe any services beyond the scope of the order. If an order is cancelled, we are entitled to charge the customer cancellation fees and charges up to one hundred percent of the agreed fee.

Special provisions for translations and foreign-language typesetting

Unless otherwise agreed in writing, the translations we deliver are specialist translations. If certification, publication, creation and/or adaptation of foreign language advertising texts, website and software localisation, text formatting, typesetting and printing work, formatting and conversion, proofreading, express translations, and/or creation, updating, and/or use of terminology lists or glossaries or editorial specifications are required, the customer must notify us of such requirement promptly upon order placement so that we can allocate the necessary resources. We are not liable for inaccurate, unclear, incomplete, erroneous and false information or terms within the source texts, templates, information, compilations of words, terminology, glossaries, or editorial specifications provided by the customer or in the formulation of the order. In addition, we disclaim any liability in the event that the aforementioned intended purpose is not disclosed upon order placement or if the text is published or used for advertising purposes at a later date. Where no post-editing process is applied, liability in the context of a translation created with a machine translation solution is excluded. In the case of express orders that necessitate that our services be performed by multiple team members, we assume no responsibility for consistent terminology. We expressly disclaim any liability for damages, and reduction in payment of the amounts billed is ruled out. This includes any damages arising as a result of the need to repeat a publication or advertisement owing to a translation error or a flawed adaptation because the corresponding information was not provided to us upon order placement. We will establish or update a terminology list or a glossary only after express agreement. It is a prerequisite for the above point that sufficient documents, such as terminology databases, prior translations, word lists or glossaries are provided to us upon placement of an order.

Special provisions for interpreting

In the case of interpreting orders, the customer is obligated to inform KERN promptly of the type of interpreting (liaison interpreting, simultaneous interpreting, consecutive interpreting, etc.) required, any interpreting and conference equipment required, the exact location, date and time of the event, and the contact person. The customer agrees to provide us promptly, but by no later than one to two weeks prior to the beginning of the event, with appropriate background materials, and insofar as necessary, to accommodate our interpreters in an appropriate hotel close to the site of the event.

Special provisions for language training

Unless otherwise agreed, the customer shall conclude a contract with us comprising at least 10 language course units of 45 minutes each (KERN One-to-One) or 20 language course units of 45

minutes each (KERN Family), which are offered in the period specified in the registration. In the case of tutoring and language courses for children, one unit lasts 60 minutes. These courses may only be booked for at least 5 units of 60 minutes each. One session shall be made up of 2 x 45 minutes, or 1 x 60 minutes for children. Group courses (KERN Family) shall only take place if at least four participants are registered. Teaching may still take place in groups of two or three by arrangement, in exchange for an increase in the course fees or a reduction in the total number of instruction units. The customer undertakes to take the placement test and inform us of the result promptly, but by no later than one to two weeks before the course begins. We make every effort to employ the same teachers for the contract duration of the instruction. However, should there be a change of teacher for any reason, the participant shall receive no reimbursement or deduction from advance payments of the course fees.

5. Delivery periods and partial delivery

Delivery dates are quoted with due care and are always to be regarded as probable delivery dates only. They shall not be regarded as a binding commitment. The customer undertakes to accept any partial deliveries under the agreed terms.

6. Disruptions, force majeure, suspension and restriction of operations, network and server errors, viruses

We are not liable for damages caused by disruptions affecting our operations, in particular those caused by force majeure, such as natural disasters, strikes, traffic disruptions, delays due to traffic, network and server errors, connection and transmission errors beyond our control, or any other such disruption or the absence of instructors or interpreters. In such cases, we are entitled to rescind the respective agreement in whole or in part. The same applies if we must wholly or partially halt or restrict operations for good cause, in particular the online service, either on individual days or for a specified period.

We moreover accept no liability for damage relating to viruses, trojans, auto-dialers, spam email or comparable data-related damage. Our IT systems (network, workstations, programmes, files, etc.) are checked for viruses and data of the foregoing types on a regular basis. Where data is delivered via the Internet, e-mail, or other mode of remote data transfer, the customer is responsible for conducting a final virus and data check on the transferred data and text files. We will not acknowledge any claims for damages. The electronic transmission takes place at the risk of the customer. We are not liable for text or data damaged, rendered incomplete, or lost as a result of electronic transmission.

Special provisions for language training

If no lessons are held after conclusion of the contract due to the absence of an instructor, advance payments already made can be reimbursed pro rata to the applicant if we do not provide substitute services within a period of 6 months. If we offer substitute services and the participant does not accept them, the participant has no claim to reimbursement of course fees already remitted.

7. Acknowledgement, acceptance

Acknowledgement of the service or delivery, including partial delivery, is a primary obligation of the customer. If the customer refuses acknowledgement or omits it, the customer will be deemed to be in arrears without further notification and will be liable for any damage incurred.

Special provisions regarding contracts to produce a work

The progress performance shall be confirmed by the customer by signing the progress reports submitted to them. The following provisions shall also apply to the acceptance of services:

After successfully completing functional testing, but no later than two (2) weeks after the handover of the order result, the customer shall declare acceptance in writing without delay. Functional testing shall be deemed successfully completed if the order result fulfils the contractually stipulated requirements in all essential points.

Should the customer not declare acceptance without delay despite the obligation to accept, KERN AG can set them a deadline of two (2) weeks to make this declaration. Insofar as KERN AG has referred to this in the written deadline, acceptance shall be deemed to have occurred unless the customer specifies the reasons for refusing acceptance in writing within a period of one (1) week. Acceptance shall also be deemed to have occurred when the customer begins to productively use the order result.

8. Customer complaints

Complaints in relation to business transactions will be acknowledged only if reported to us in writing, with an exact description of the deficiency, immediately after transfer or service delivery in the case of obvious deficiencies, or immediately after review of the translation or service in the case of identifiable deficiencies, or immediately after discovery in the case of deficiencies that are not readily apparent. In the case of non-business transactions as well, complaints must be made in writing and give a precise indication of the deficiency. In the case of both business and non-business transactions, the period during which a complaint can be registered is limited to two weeks after transfer of the translation or performance of the service for obvious deficiencies, four weeks after transfer of the translation or performance of the service for identifiable deficiencies, and otherwise four weeks after discovery of

deficiencies in the translation or performance of the service that were not readily apparent. Where a complaint has merit and is properly submitted, we are entitled, at our option, to improve the translation or service at least two times or to create a new version of the translation or service. The customer remains obligated to acknowledge the service performed and to render payment in consideration thereof.

Special provisions for language training

Complaints regarding the training services rendered by the instructor must be reported already during the course of the language training. We must receive written notice as early as possible during the course, with a precise description of the deficiency. No complaints regarding deficiencies will be accepted if submitted after the conclusion of a language course. With regard to justified complaints, we reserve the right to change instructors up to two times. The customer remains obligated to acknowledge the service performed and to render payment in consideration thereof.

Special provisions regarding contracts to produce a work

The customer is required to notify KERN AG in writing without delay should they become aware of any faults in the course of functional testing. In the event of material faults in the performance, KERN AG shall first be given the opportunity to rectify these faults within a reasonable period of time to the exclusion of any further claims.

9. Default in or impossible delivery, rescission and damages

In cases of default or justifiably impossible delivery or other non-delivery, the customer is entitled to rescind the contract only if the delivery deadline has been unreasonably exceeded and where an appropriate extension has been granted. In business transactions, we are not liable for failure to render delivery on time, for failure to perform and for damages, irrespective of the legal grounds thereof, with the exception of wrongful intent and gross negligence and, for our agents in performance and in the case of ordinary negligence, only insofar as essential contractual obligations have been violated. We are not liable for any consequential damage occurring as a result of deficiencies, other indirect damage or loss, or lost profit. For both business and non-business transactions, our liability is moreover limited in cases of ordinary negligence to two times the amount billed on the invoice for the delivery or service that has caused the damage, or to a maximum of twenty thousand euros. For business transactions in cases of wrongful intent and gross negligence on the part of our agents in performance, our liability is limited to three times the amount billed on the invoice for the delivery or service that has caused the damage, or to a maximum of thirty thousand euros. The obligation to render damag-

es as set forth herein is limited in all cases to typical, direct damage or losses foreseeable at the time the contract was entered into. The amount of maximum liability will be reduced to one-third of those cited if the customer is insured against damage caused by us. The customer is subject to extensive obligations of cooperation. The customer agrees to check every service supplied by us to ensure that it is free of defects and suitable for use in the specific situation at hand before otherwise utilising the service. We are not liable for consequential damage such as defective printing if the customer has not satisfied its obligation of cooperation in full and in due time.

Special provisions for translations

If the customer wishes to use the translated text for publication or advertising purposes, or to have the translation formulated in a certain style, the customer must provide clear, unambiguous information, glossaries and style and text guidelines or templates upon placement of the order for the text to be published or for the adaptation, as the case may be. If the customer fails to indicate the abovementioned intended purposes upon order placement, and if the text is later used for publication or advertising purposes, the customer cannot claim compensation for any damage incurred as a result of it being necessary to repeat the publication or advertisement due to a translation error or erroneous adaptation. In such cases, we reserve the right to submit our own claim on the basis of infringement of proprietary rights. Prior to publication, the customer is obliged to submit a print draft copy to us for review. If the customer prints without approval for release from us, this action will be entirely at the customer's own risk and the customer shall be fully liable for consequential damages.

Special provisions for language training

Participants are urged to participate in instruction regularly. In the case of corporate and individual instruction, absences may be postponed at no charge, if the participant has given us at least 48 hours' advance notice of the absence prior to the scheduled session and provided that within six months after the agreed end of instruction, the missed session is made up for. In the case of a group training, a refund of course fees for the time absent is hereby expressly excluded. In the event of rescission of contract, we reserve the right to charge an expense allowance as set out below: 25% of the overall course fees if the customer rescinds prior to the beginning of the course, 50% if the customer attends fewer than one half of the units of instruction booked, and 100% if the customer attends half or more of the units of instruction booked. Course fees will not be refunded if the student fails to attend classes or leaves early.

If instruction takes place at our branch offices, we assume no liability for clothing and valuables brought onto the premises by participants or

others. We are also not liable for personal injury or property damage occurring in our branch offices. We assume no liability for children who are brought onto the premises or participate in instruction.

Special provisions regarding contracts to produce a work

KERN AG shall initially provide warranty for any faults in order results at its own discretion by either rectifying the fault or producing a new version of the work. Should the rectification/replacement order fail despite at least two attempts at subsequent performance, the customer is entitled to demand a reduction in price or rescission of contract. In the event of only minor faults, the customer shall not be entitled to rescind the contract. The warranty period for unintentional faults shall be 24 months from the respective statutory commencement of the limitation period.

10. Assignment of rights

The assignment of contract rights by the customer requires our written authorisation.

11. Payment terms

Unless otherwise agreed, we require payment within 14 days from the invoice date, to the exclusion of deductions, withholding and set-off, for all business transactions with our customers. The party placing the order is the party liable for payment in each case. If the customer is insolvent, unwilling to pay or if there are well-founded doubts as to the customer's ability or willingness to pay, we may require immediate payment of all open invoices. In this case, we are also entitled to withhold all open deliveries or goods and release them only upon simultaneous and commensurate payment, or to rescind the contract, at our option. Invoices for work billed on an hourly basis are payable net in cash upon receipt of the invoice. Unless otherwise agreed, we are entitled to demand that an advance cash deposit be rendered of the actual sum billed or our estimate thereof.

Payments that have been remitted are not subject to revocation. If partial payments have been agreed, the entire remaining sum will fall due for payment immediately if the customer is late with payment in whole or in part of two consecutive partial payments. Stipulations made by the customer with respect to the application of payments are not binding on us. We reserve the right to offset payments against outstanding receivables and interest at our discretion. In the event of a delay in payment and on expiration of a reasonable notice period, we reserve the right to rescind the agreement or to claim damages for non-performance. We also reserve the right, after due notification, to withhold all open deliveries or to demand advance payment. Any customer in arrears is obligated to surrender to us, upon our request, any items that have already been delivered and are subject to reserved ownership. We

are also entitled to require immediate payment of all still open invoices, even those sums for which payment is not yet due or has been deferred. In the event of a default in payment or deferment, we are entitled to charge the lending interest at the typical bank rate from the date of default. If the date of payment determined for the first time in the invoice is not observed, any customer who transacts commercial dealings agrees to assume the lending interest incurred by us for this purpose at the typical bank rate.

For orders placed directly via our website, and for other orders at our discretion, we require advance payment via credit card in the form of a deposit payment in the amount of the estimated invoice value. To this end, the customer is therefore required to provide their name and address, the name of the credit card, company, credit card number and the validity period (begin and end) when placing orders. Upon placing the order, the customer authorises us to debit the deposit or invoice amount from their credit card account.

Special provisions for language training

Unless otherwise agreed, all fees for all forms of courses must be paid in advance upon registration, without any deductions, withholding or set-off. Instructional materials are not included in the course fees.

12. Reservation of ownership

We reserve ownership of all property and/or services, along with all rights pertaining thereto, until such time as full payment has been made, including payment of any receivables that may exist vis-à-vis the customer. If the reserved property is combined or processed with other property, we will be granted co-ownership of the new property in proportion to the value of the reserved property in relation to the other property.

We reserve all rights to results of work, if any, of certain ancillary services, such as the creation of subject-specific terminology, a compilation of words or a glossary. Insofar as the rights of ownership of such services are assigned to the customer, the customer grants us a non-exclusive, transferable licence with respect to such work results. We are entitled to reproduce, translate and process the individually created work results and to report on them publicly. These rights are granted for an unlimited term and can be cancelled only for good cause.

Utilisation or modification of any of our services by third parties requires our prior consent.

13. Third-party rights

The customer is obligated to ensure that no rights of third parties to the information, documents and other items transmitted to us stand in the way

of our processing, utilisation, reproduction and/or publication of the results of processing thereof. The customer releases and indemnifies us and our subcontractors from any and all liability for claims of third parties based on use, processing, utilisation or reproduction of such information, documents and other items or the processing thereof.

14. Confidentiality

We commit to maintaining secrecy regarding the information that is provided to us by the customer in the context of our cooperation and labelled as confidential and to take appropriate measures to prevent unauthorised third parties from accessing and/or becoming able to utilise such information and documents. This obligation to maintain confidentiality will terminate as soon as the confidential information becomes public knowledge, or insofar as the information was already known to us at the time of disclosure. As a basic principle, we will not disclose the customer's confidential information to unauthorised third parties, but we may employ third parties to perform the services insofar as such third parties are under an obligation to maintain confidentiality. The non-disclosure protection will terminate three years after the information or documents have been transmitted to us.

In the event of electronic transfer of texts and data between the customer and us, we cannot guarantee absolute protection of confidentiality due to the possibilities of external access. If and insofar as more stringent non-disclosure obligations must be complied with in respect of certain documents, the customer is obligated to provide us with detailed written notice of such conditions when placing the order and to provide us with the programmes, codes and passwords that are to be used insofar as necessary.

15. Rights of use of customer's trademarks

The customer grants us a non-exclusive, transferable licence to use the customer's word mark, design mark and any combination mark consisting of word and design elements (hereinafter "marks") worldwide and to reproduce such marks in the context of advertising our work with the customer. We commit to use and reproduce such marks exclusively as part of our publication of customer references. We acknowledge the customer's rights to the marks and agree not to adversely affect such rights in any way. We may request the marks at any time in electronic form, i.e. in a version suitable for printing and for on-screen display. The marks may be used by us only in the shapes and colours specified by the customer.

16. Prohibition on enticement of employees and contractors

None of our permanent employees and freelance team members are permitted, without our consent, to be employed or to accept orders, whether directly or indirectly, from the customer for a term of twenty-four months after the conclusion of the last order placed by the customer with us. The customer is also not permitted to present any such team members with any offer, whether orally, in writing or in any other form, to engage in such employment or activities.

17. Data protection

The customer hereby agrees to their data being stored in accordance with the applicable provisions of data protection law.

18. Applicable law

The law of the Federal Republic of Germany applies to all legal relationships between the customer and us, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19. Place of performance and jurisdiction

The place of performance for obligations in relation to KERN and our customers is the location of the KERN office that processes the respective order; for monetary debts on the part of the customer, the company headquarters in Frankfurt am Main, Germany is the place of performance. The sole place of jurisdiction is Frankfurt am Main, Germany.

20. Validity

Any current or later invalidity of one or more provisions of these General Terms and Conditions does not affect the validity of the remaining provisions. In such a case, a valid arrangement most closely approaching the legal and business purpose shall be deemed agreed. The authoritative version of these General Terms and Conditions is the current German language version.

21. Amendments to the General Terms and Conditions

The General Terms and Conditions may be subject to change without notice. Please contact us if you wish to receive an updated version of these General Terms and Conditions.

Last updated: 24.10.2024