

Terms and Conditions DOLMETSCHERSERVICE (September 6, 2017)

I. Application of the terms and conditions

(1) The terms and conditions will become part of the contract, unless otherwise agreed or contrary to mandatory law. For follow-up orders and orders within the scope of long-term contractual relationships, the general terms and conditions of DOLMETSCHERSERVICE shall apply in the current version.

(2) Insofar opposing general terms and conditions of the client exist, these shall be valid only if and as far as they are acknowledged in writing by DOLMETSCHERSERVICE.

II. Contract conclusion

The contract shall take effect on written acceptance by the client or on written confirmation by DOLMETSCHERSERVICE of an assignment given by the client (§ 126b BGB). If the order is confirmed in writing, the contents of this document shall be considered agreed unless objection is immediately raised by the other party.

III. Cooperation and information duties of the client for translations

(1) The original to be translated by DOLMETSCHERSERVICE is to be provided completely, including all explanatory additions such as tables, graphs etc. The client is obliged to provide relevant materials and information to DOLMETSCHERSERVICE (for example, specialized literature, terminology lists, glossaries, abbreviations, images, parallel texts and background information [DIN 2345 Section 3.2], company visits).

(2) Particular urgency of the assignment shall be notified in writing, no later than with the placement of an order, stating the desired delivery deadline.

(3) The client shall appoint a competent contact person who is available for queries.

(4) The client agrees to explain to DOLMETSCHERSERVICE the text function of the target text and to name the target group. He/she must state the intended use of the translation, and may only use the translation for the specified purpose. Special form-related requirements (translation on data media, formatting, number of copies, ready for printing, special layout of the translation) shall be agreed separately.

(5) Special content features must be explicitly agreed; especially:

(A) the use of particular terminology or organization-specific language; the client must provide the required corresponding documents (as well as in-house editorial guidelines or translation style guides);

(B) the development of specific terminology for the client by DOLMETSCHERSERVICE requires the agreement;

(C) the use of a particular language variant (for example, American English);

(D) the use of a controlled language [DIN 2345 paragraph 3.2.8: language with a limited vocabulary and restricted rules of formulation]; for that, the client must provide documents, which show the rules of controlled language for the target language clearly.

(6) DOLMETSCHERSERVICE is not responsible for delays of the performance due to lack of co-operation.

(7) If, after order confirmation, any unforeseen specifications will be revealed (for example, reference texts), DOLMETSCHERSERVICE is entitled to special remuneration on the basis of pricing the contractual performance and the specific cost when this claim has been announced before the start of the additional services of DOLMETSCHERSERVICE.

IV. Co-operation and information duties of the client in interpreting assignments

Co-operation and information duties, as referred to in Section III, in particular the commitment to adequate timely information in accordance with paragraphs 1 and 5, shall also apply, mutatis mutandis, to interpreting assignments. With regard to interpretation assignments, the client shall punctually (in general, no later than one week before the assignment) provide the materials and information necessary for preparation, in particular any speech manuscripts and/or glossaries.

V. Liability, corrective measures

(1) Deficiencies of the work (including any additional services) and other poor performance (as default) are to be made in text form, specifying the complaint within 14 days after delivery of the work; after that, the work is considered accepted, unless defects or complaints were submitted in written form (§ 640 applies here).

(2) DOLMETSCHERSERVICE is obliged and entitled to correct defects that are claimed within the statutory warranty period. Compensation can only be claimed after final failure of the repair or replacement, unless it is agreed in other written arrangements.

(3) DOLMETSCHERSERVICE is liable for non-contractual services only in case of intent or gross negligence. For breach of contractual services, liability is limited to the typically foreseeable damage; liability for unforeseeable excess risks are excluded in this case.

(4) The liability for financial losses is limited to 5000 EUR per occurrence; this does not apply in case of intent or gross negligence. The client can, and must, if necessary, announce a higher risk of damage before placing an order, so that DOLMETSCHERSERVICE can sign a higher insurance and possibly include the increased insurance costs when calculating the

price.

VI. Fee calculation, inspection commitment

(1) The fee for translation services is calculated as follows:

The basis for the calculation is the standard line, corresponding to 55 characters, including blanks. Unless otherwise agreed, invoicing will be based on

(A) the number of characters in the source text, when the text is available in a countable format;

(B) on the number of characters of the target text in a non-rewriteable format as and by prior arrangement.

(C) In case of doubt, the invoice amount shall be calculated on the basis of the number of characters of the translated text.

(2) DOLMETSCHERSERVICE reserves the right to charge special effort and special services (for example, information gathering, special execution modalities) to an ordinary and reasonable hourly rate, but at least the currently applicable rates of the Judicial and Compensation Act (JVEG).

(3) If the client makes subsequent alterations to the order, for instance in the form of additional specifications, DOLMETSCHERSERVICE is entitled to specific remuneration for the contractual performance according to the basis on which the price was calculated, and for the specific costs, if this entitlement is announced by DOLMETSCHERSERVICE before commencement of the additional performances.

(4) Interpreting services are charged on a time basis. For this special fee rates apply; usually charged according to the daily or half daily rates agreed for the job by quotation and order confirmation. In the event that no fee has been agreed, then the customary remuneration according to type and difficulty of the order is to be made. Here at least the fees apply according to the Judicial and Compensation Act (JVEG) reasonable and customary.

(5) In the event of a cancellation of an interpretation assignment by the client, the full amount of fees as agreed is due, minus any expenditures not incurred. Expenditures that have already been incurred (for instance technique, travel expenses) must be refunded. If DOLMETSCHERSERVICE receives another order for the time of the terminated interpreting order, it may deduct the fee received for the new order from the fee for the terminated order.

(6) DOLMETSCHERSERVICE is entitled to demand a reasonable advance. For large translation projects and during longer interpreting DOLMETSCHERSERVICE is entitled to charge advance payments or partial invoices.

(7) Fee statements must be checked immediately upon receipt. The fee rate and possibly the specified time shall be deemed accepted if there is no objection no later than three weeks after receipt of the invoice in writing, stating the reasons.

VII. Payments; right of retention

Invoices are due within 14 days after receipt without cash discount, unless agreed in writing a deviating period.

DOLMETSCHERSERVICE is in arrears with payments, also with regard to advance or payment invoices, to retain the power.

VIII. Retention of title and copyright

(1) The translation remains until full payment the property of DOLMETSCHERSERVICE. Until then the client may use it only for urgent uses.

(2) DOLMETSCHERSERVICE reserves the copyright for translation as well as interpretation services. Subject to payment in full being transferred spatially and temporally unrestricted, irrevocable and transferable right to use the work results. For translations of texts that do not originate from the area of the client, in particular publications or association public texts such as Laws, ordinances, regulations, newspaper articles, only a simple, non-transferable license for personal use of the client is transmitted, if not in order unless otherwise agreed. (3) A recording and utilization of interpretation services, including the interpreter booth sound – by the organizer for documentation or publication purposes, by radio or television stations to broadcast – is usually not part of the contracts concluded and requires an additional written agreement.

IX. Final provisions

(1) The validity of these conditions and the specific contract is not affected by any invalidity or ineffectiveness of individual provisions.

(2) German law applies to the order and all claims arising therefrom.

(3) Place of jurisdiction is Berlin. With regard to consumers, it remains at the legal jurisdiction of courts.