



General Terms and Conditions for Translation Services DOLMETSCHERSERVICE (as of 06/10/2019)

The following quality standards and working conditions are largely based on the recommendations of the BDÜ (German Federal Association of Interpreters and Translators).

These are in the interest of the client: they guarantee optimum translation performance.

1. Scope of application

(1) These terms and conditions apply to contracts between the translator and his client, unless otherwise expressly agreed or prescribed by law. They are recognised by the client when the order is placed and apply for the entire duration of the business relationship. They do not have to be explicitly mentioned again for later orders.

(2) The client's general terms and conditions shall only be binding on the translator if he/she has expressly acknowledged them.

2. Scope of the translation order

The translation shall be carried out carefully in accordance with the principles of proper professional practice. The client receives the contractually agreed copy of the translation.

3. Obligation of the client to cooperate and provide information

(1) The original to be translated shall be made available to the translator in full, including all explanatory additions such as tables, graphics, etc. If necessary, the client undertakes to support the translator by providing relevant materials and information (e.g. specialist literature, terminology lists, glossaries, abbreviations, pictures, parallel texts and background texts [DIN 2345 Section 3.2], company visits). Errors resulting from non-compliance with these obligations shall not be borne by the contractor.

(2) Particular urgency of the order must be communicated in text form at the latest with the order application stating the desired delivery date.

(3) The customer shall name a competent contact person who shall be available to answer any queries.

(4) The client agrees to explain the text function of the target text to the translator and to name the target group. He/she must state the intended purpose of the translation and may only use the translation for the intended purpose. Special modalities of execution (translation on data carriers, formatting, several copies, readiness for printing, special external form of the translation) are to be agreed separately.

(5) Special content features must be expressly agreed; in particular:

(a) the use of a specific terminology or an organisation-specific language; the client must provide the relevant documents (e.g. also company-internal editorial guidelines or translation guidelines) for this purpose;

(b) the development of a specific terminology for the client by the translator requires agreement;

(c) the use of a specific language variant (e.g. American English);

(d) the use of a controlled language [DIN 2345 clause 3.2.8: language with restricted vocabulary and restricted formulation rules]; for this purpose, the client must provide documents clearly indicating the rules of the controlled language for the target language

(6) The translator shall not be responsible for delays in performance due to lack of cooperation.

(7) If, after the order has been placed, specifications not provided for in the contract (e.g. reference texts) are given, the translator shall be entitled to special remuneration in accordance with the principles of price determination for the contractual service and the special costs, if this claim was announced by the translator prior to the commencement of the additional services.

4. Rights of the client in the event of defects

(1) The translator reserves the right to supplementary performance. The client shall initially only have the right to remedy any defects contained in the translation.

(2) The claim for subsequent performance must be asserted by the client within 14 days of receipt of the work ordered, stating the exact defect. Stylistic improvements and adaptations to terminology within the industry or - unless expressly agreed upon when the order is placed - in-house terminology shall not be regarded as translation defects.

5. Liability, rectification of defects

(1) The translator shall only be liable for services other than those essential to the contract in the case of intent or gross negligence. In the event of a breach of essential contractual services, liability shall be limited to the typically foreseeable damage; liability for unforeseeable excess risks shall be excluded in this case.

(2) Liability for financial losses is limited to EUR 5,000.00 per claim; this does not apply in the case of intent or gross negligence. The client can and must, if necessary, indicate a higher risk of damage before placing the order, so that the translator can take out a higher insurance and, if necessary, include the increased insurance costs in the price.

6. Professional secrecy

The translator undertakes to maintain secrecy about all facts which come to his/her knowledge in connection with an activity for the client.

7. Cooperation of third parties

(1) The translator shall be entitled to call upon employees or expert third parties to carry out the order.

(2) If expert third parties are used, the translator shall ensure that they undertake to maintain secrecy in accordance with No. 6.

8. Remuneration

(1) The translator's invoices are due and payable without deduction within 14 days of the invoice date.

(2) All prices are net prices plus statutory VAT.

(3) The translator reserves the right to charge for special expenses and services (e.g. procurement of information, special modalities of execution) at a usual and reasonable hourly rate, but at least at the currently applicable rates of the JVEG (German Law on Payment and Compensation by Judiciary Authorities).

(4) In the case of rush orders that require weekend or night work, an express delivery surcharge will be levied according to agreement.

(5) If the order has been subsequently changed by the client, e.g. by subsequent specifications, the translator shall be entitled to special remuneration in accordance with the principles of price determination for the contractual service and the special costs, if this claim was announced by the translator before the start of the additional services.

(6) In the case of extensive translations, the translator may demand an appropriate advance payment. In justified cases, the translator may make the delivery of his/her work dependent on the prior payment of his/her full fee.

(7) If the amount of the fee has not been agreed, an appropriate and customary remuneration shall be owed according to type and difficulty. This fee shall not fall below the applicable rates of the JVEG (German Law on Payment and Compensation by Judiciary Authorities).

(8) Fee invoices are to be checked immediately upon receipt. The fee rate as well as, if applicable, the time expenditure indicated shall be deemed to have been accepted unless objected to in writing stating the reasons within three weeks of receipt of the invoice at the latest.

9. Retention of title and copyright

(1) The translation remains the property of the translator until full payment has been received. Until then, the client has no right of use. The translator shall be entitled to withhold performance in the event of default in payment, also with regard to advance or partial invoices.

(2) The translator reserves the copyright to translation and interpreting services. Subject to full payment of the remuneration, the irrevocable and transferable right to use the work results, which is unlimited in time and space, shall be transferred. For translations of texts that do not originate from the client's field, in particular published or association-public texts, such as laws, ordinances, regulations, newspaper articles, only a simple, non-transferable right of use for the client's own use shall be transferred, unless otherwise agreed in the order.

10. Right of withdrawal

Insofar as the placing of the translation order is based on the fact that the translator has offered the production of translations on the Internet, the client waives his/her possibly existing right of revocation in the event that the translator has begun with the translation work and has informed the client of this.

11. Applicable law

(1) German law shall apply to the order and all resulting claims.

(2) Place of performance and jurisdiction is Berlin in Germany.

(3) The contract language is German.

12. Severability clause

The validity of these order conditions shall not be affected by the invalidity or ineffectiveness of individual provisions. The ineffective provision shall be replaced by a valid provision which comes as close as possible to the economic result or the intended purpose.

13. Changes and additions

Amendments and supplements to these GTC are only valid if they have been agreed in writing. This also applies to changes to the written form requirement itself.