

AWT® - General Terms and Conditions

GENERAL I

1. Scope

These General Terms and Conditions apply to all commercial transactions with our customers. Deviating contractual conditions shall not be recognised, unless expressly confirmed by us in writing.

2. Conclusion of contract

Contracts with our customers shall only come into effect with the acceptance of a written or faxed offer. We shall declare acceptance or non-acceptance within five days. If the customer is a consumer, then as a general rule he shall receive a subsequent copy of the contract documents. Supplements, amendments or other agreements shall also only become valid with the acceptance of a written or faxed offer.

3. Sub-contracting

Should we employ the services of third parties, these shall not be contractual partners of the customer. Contact between the customer and third parties employed is only permitted with our authorisation.

SPECIFICALLY - TRANSLATION

1. Contractual performance

Our performance is provided to average kind and quality. Translations of a written and verbal kind are undertaken either word for word or in accordance with the underlying meaning pursuant to the average, generally-valid quality standards of the translation sector in the respective language area.

Unless otherwise agreed, translations shall be provided in a single copy, on A4 format paper, in typewritten form.

The statement of figures, dimensions, currencies etc. is performed exclusively in accordance with the documents provided by the customer. The conversion of figures, dimensions, currencies etc. is not obligatory.

2. Duty to collaborate and notify

On placing an assignment with us the customer shall provide us with written information of specific forms to be taken for the translation (translation on data carriers, number of copies, readiness for printing, external form of translation, language variants, specific technology etc.).

In all translation performance the customer shall inform us in writing on placement of the assignment of the purpose for which the translation is intended (e.g. for mere information purposes, for publication, for advertising, for bureaucratic procedures etc.). In the event of the customer making no statement of purpose mere information purposes of the translation performance shall be deemed to have been agreed.

The subject-specific and linguistic correctness, legibility and comprehensibility of the source documents are to be assured by the customer. Should the customer provide texts in non-Latin font, then he shall provide us in advance with the correct spelling of designations (such as names and addresses) separately and in block lettering. The spelling of all sector-specific, company-specific or other unusual termini and abbreviations is also to be communicated in advance in this manner. If the translation is intended for printing or similar publication, then the customer is to provide us with a correction version for reworking and written approval.

Beyond this, the customer, without being requested to do so, is also to provide us with all necessary information and documents required for the rendering of the translation performance (glossaries, illustrations, diagrams, tables, abbreviations etc.). Ambiguities or uncertainties are to be clarified with us in advance by the customer. Infringements of these duties shall be to the detriment of the customer.

3. Data protection / documents

We commit ourselves to maintain confidentiality with regard to all unpublished information to which we become party during the course of the provision of our translation performance. On request, separate confidentiality terms may be agreed with the placement of the assignment. In the processing of the assignment we process and utilise the data of the customer. Unless the customer states otherwise, we shall maintain a copy of translation performance rendered, temporarily and without obligation.

Documents handed over shall be collected by the customer with the termination of the contract, without the need for us to request this expressly of the customer once again.

4. Remuneration

The calculation of costs for a translation is performed using standard lines. A standard line consists of 55 gross keystrokes, (characters, spaces etc.). The Latin characters of the completed translation are definitive. If the completed translation contains no Latin characters, then the scope of the source text is definitive. In the case of performance in the course of a translation assignment where invoicing according to line does not appear practicable, invoicing shall be performed on an hourly basis (for example subsequent text layout work, text composition, proof reading). Interpreting performance is invoiced using the agreed hourly or daily rate. If the remuneration calculated fails to exceed the agreed minimum remuneration, then that minimum remuneration shall be invoiced.

Our expenses incurred in the rendering of performance shall be invoiced in addition to the remuneration rates agreed here. If no arrangement has been reached regarding expenses, then the customer shall be liable to compensate the expenses that we deem to be reasonable for the rendering of the performance under the prevailing circumstances, to the extent that the customer is not a consumer. Should the customer request the sending of our performance, then he shall bear the postage costs of his preferred forwarder. If the customer is a businessman, then we may request reasonable advance payment of remuneration at any time.

Where net prices are agreed the customer shall also be liable to pay the respective sales tax that falls due.

5. Place of performance / dispatch

Translations are completed at the registered office of our company in Dresden. If, at the request of our customer, we send our performance to a location other than the place of performance, this shall involve no obligation on our behalf. Rather, with the orderly transfer to the forwarder, all risks associated with the dispatch shall be transferred to the customer. Should the customer request electronic transfer (e-mail etc.), the customer shall bear the sole risk of undesirable co-dispatch (viruses, worms etc.), to the extent that no intent or gross negligence exists on our part.

6. Payment / acceptance / reporting of defects

We are entitled to request a reasonable advance payment. Our remuneration is due, without deduction, with the completion of the performance, at the latest with acceptance and invoicing. Should the customer declare no acceptance, then our performance shall be deemed to have been accepted within the passing of a reasonable period of time, generally two weeks from receipt of performance. We shall inform the customer of this separately on receipt of performance. Our performance shall be deemed to have been accepted at the latest when the customer utilises it.

The customer is to examine the performance without delay, as a rule within one week of receipt, and to inform us of recognisable defects in written and comprehensible form without delay. The same also applies to the discovery of hidden defects. If our customer is a businessman and fails to report, then our performance shall be deemed to have been provided in accordance with the contract. The timely dispatch of the report to us is sufficient.

In the case of translations that are intended for printing it is advisable that the customer also arranges inspection of the proofs for correction, as otherwise no liability for printing errors etc. may be assumed.

7. Performance proviso

Mere completion dates or similar dates are not deemed to be fixed dates. If the customer, as consumer, is entitled to a right of withdrawal, then we reserve the right to provision of performance until the end of the cancellation period. All performance embodied therein remains our property until complete payment. Until that time a use and utilisation of our performance is excluded. The customer may only use the translation for the agreed purpose. Copyright or other industrial property rights to our performance remain with us. Our name may only be added to a translation designated for publication if the publication of our translation is effected in unamended form, without omission or supplementation.

8. Termination

In the event of premature termination of the contract the customer is obliged to compensate the performance provided thus far and the expense incurred on the basis of the contractual price. The right to pursue compensatory claims is not affected.

9. Right of revocation

To the extent that our customer is a consumer and conclusion of contract is performed under the exclusive application of remote communication means, the customer may revoke the contract, so long as the contract conclusion was not in the scope of a sales or service system organised for remote sales.

The right of revocation does not exist where our performance regards the delivery of items produced to customer specification or clearly tailored to personal requirements. The right of revocation lapses prematurely where we have commenced with the provision of performance prior to the end of the cancellation period with the express agreement of the customer or where the customer himself has arranged for this. The cancellation period comprises two weeks and commences at the earliest with the receipt of the separate revocation instructions. The timely sending of the revocation or return of the item is sufficient to ensure that the cancellation period is observed. The revocation, which is to be made at the least in text form, requires no statement of reason, the revocation should be addressed to:

AWT® - Übersetzungs- und Dolmetscherbüro
Proprietor: Dipl. Kauffrau Heike Henkler
Freiberger Straße 69
01159 Dresden.

In the case of an effective revocation the mutually received performance is to be returned and any possible utilisation distributed. If the customer is unable to return the received performance, or only in deteriorated condition, then he shall provide us with compensation to the value thereof.

10. Supplementary performance / reduction / withdrawal

Defects that are based solely upon breach of duty on the part of the customer do not justify rights to guarantee. If our performance is nonetheless defective, then the customer may request supplementary performance solely. In the event of failure of the supplementary performance, as a rule following the second attempt, the customer may reduce remuneration or – where no insignificant defect exists – withdraw from the contract at his discretion. Stylistic improvements or the co-ordination of specific terminology (in particular company or sector-specific terminology) are not deemed to be translation defects. There is no defect liability for assignment-specific abbreviations that were not stated by the customer on the granting of the assignment.

SPECIFICALLY - INTERPRETING

1. Scope of the interpreting assignment

The interpreting assignment shall be implemented thoroughly by our staff in accordance with the principles of orderly professionalism and to the best of their knowledge. We assume no obligation extending beyond this.

The implementation of the interpreting assignment comprises the interpretation of verbal performance, it does not extend to events that are not expressly detailed in the contract; written translations are not included in the activity and must be arranged separately. The contractor and the interpreter procured by the contractor are obliged to treat all information to which they become party in the course of the implementation of this contract in a strictly confidential manner and to derive no advantage from this.

2. Duty of the customer to collaborate and notify

The customer shall inform the contractor in good time of the particular scope of the interpreting assignment, whereby aggravated conditions or specific performance – to be arranged – may be invoiced separately (e.g. recording on audio equipment, film showings etc.).

The customer, without being requested to do so, is also to provide us with all necessary information and documents required for the rendering of the interpreting performance (glossaries, illustrations, diagrams, tables, abbreviations, minutes, programmes etc.), at the latest 14 days prior to the interpreting assignment.

Errors and delays caused by a failure to observe this condition shall not be borne by the contractor or the interpreter procured by him.

In the case of dates scheduled at short notice or dates for which no preparatory material can be provided by the customer separate agreements shall be reached by agreement.

The customer shall inform the speaker that the reading speed for a text that is to be interpreted should not exceed 100 words per minute (i.e. 3 minutes for 1 page of A 4 with approximately 1,600 characters). If films are shown during the meeting the film soundtrack shall only be interpreted where the script has been provided to the contractor in advance, the commentary is spoken at normal speed and the film tone transmitted directly in the headphones of the interpreter provided by the contractor.

3. Copyright

The product of the interpreting performance is designated exclusively for immediate listening; the recording by listeners or other persons and the transmission is not permissible without the prior authorisation of the contractor. Any further utilisation (e.g. direct transmission) requires a separate contractual agreement. The copyright of the interpreter is reserved via the contractor. The customer is liable for unauthorised recordings made by third parties.

4. Conference equipment

At the request of the customer the contractor shall undertake, on behalf of the customer, the procurement and processing of an offer for conference equipment. This applies only in association with a binding assignment for interpreting performance upon which the procurement and processing of the conference equipment is based.

The General Terms and Conditions of the provider of conference equipment shall apply. The customer shall be provided with the General Terms and Conditions of the provider of conference equipment with the submission of the offer. The customer shall be invoiced directly by the conference equipment provider.

5. Remuneration

Interpreting performance is calculated using daily fixed rates or hours worked plus waiting time and travel time, travel expenses and accommodation expenses. Should the interpreter that has travelled to the venue fail to bring their performance for reasons for which the interpreter or contractor is not responsible, then the customer shall be invoiced a minimum of 1 hour performance time plus travel time and travel expenses.

Remuneration is payable without deduction and is plus the currently valid rate of value-added tax. Unless expressly agreed otherwise. Payment of the agreed fee is due within 14 days on account.

In the event of extensive interpreting assignments the contractor may request an advance payment where this is objectively necessary for the implementation of the assignment. Travel conditions are specified in such a manner as to hinder neither the health of the interpreter provided by the contractor nor the quality the performance that they are to provide at the end of the journey.

Where daily fixed rates are agreed ancillary costs (travel costs, costs of accommodation and food etc.) shall be invoiced separately, where not expressly excluded.

6. Replacement

Should the interpreter provided by the contractor and selected for the assignment be prevented from fulfilment of the contract for serious reasons, then the contractor shall be obliged to the best of his ability and where justifiably reasonable to supply another equally qualified interpreter to assume the duties from the contract.

The hiring of this interpreter requires the agreement of the customer.

7. Cancellation / withdrawal

In the event of cancellation or termination of the contract up to 24 hours prior to the commencement of the appointment by the customer, following the conclusion of a binding contract between contractor and customer, the contractor shall have claim to a cancellation fee and the right to reimbursement of costs that can be proven to have been incurred by the interpreter provided (e.g. rail ticket, flights, accommodation, cancellation costs, preparation time etc.).

This applies in particular also where the interpreter is already on site and the customer only realises at this point that the necessity of an interpreter is dispensable. Stylistic, subjective objections (appearance of interpreter etc.) shall not be acknowledged as grounds for cancellation and withdrawal. The agreed remuneration is payable in any case to the stated conditions.

The costs for cancellation / withdrawal are scaled as follows:

- up to 14 days before the planned assignment 50 % of the agreed costs.
- up to 7 days before the planned assignment 80 % of the agreed costs. -
- up to 4 days before the planned assignment 100 % of the agreed costs.

GENERAL II

1. Compensation

We have unlimited liability in accordance with the statutory terms for damage to life, body or health that are due to a negligent or intentional breach of duty, together with all damage caused by intentional or grossly negligent breach of contract and malice.

We are also liable for damage caused by negligence where that negligence concerns a significant contractual duty (cardinal obligation). The same also applies where the customer is entitled to compensation instead of performance. However, we are only liable to the extent that the loss is associated typically with the contract and foreseeable. Liability is limited to the amount of the agreed fee. We exclude any further liability without regard to the legal form of claim pursued; in particular also for tortious liability claims. Our liability under any possible express guarantee undertaken is not affected. To the extent that our liability is excluded, this shall also apply for the personal liability of our employees, agents or other auxiliary persons.

2. Right to offset and retain / non-assignability

Our customer shall only be entitled to offset where his counterclaim is legally acknowledged, indisputable or acknowledged by us. Moreover, the customer is only entitled to exercise right of retention to the extent that his counterclaim regards the same contractual subject. If our customer is a businessman, public entity or separate fund under public law, then the customer shall only be authorised to exercise his right of retention to the extent that he may offset.

The assignment of rights from this contract is not permissible without our authorisation.

3. Jurisdiction

In the case of disputes arising from or relating to our assignment we agree with the customer that jurisdiction shall be Dresden, to the extent that the customer is a businessman, public entity or separate fund under public law. However, we are also entitled to pursue claims against the customer at his place of residence / business.

4. Choice of law

German law applies to the contract and all claims arising there from.

5. Severability clause

Should a term of this agreement prove wholly or partially invalid or become so, this shall not affect the validity of the remainder of the terms. In place of this we shall agree with the customer on a replacement term that corresponds to the same purpose or is of equivalent economic effect.

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