

## **Interpreting**

General Terms and Conditions for Interpreting Assignments

### **Scope**

These Terms and Conditions apply to contracts between interpreters and their clients, unless otherwise expressly agreed upon or required by law.

General Terms and Conditions of the client shall be binding for the interpreter only if the interpreter has expressly accepted them in writing.

### **Scope of the interpreting assignment**

The interpreting assignment shall be executed with due diligence in accordance with the principles of proper professional practice.

The product of the interpreting service is exclusively intended for immediate hearing. Its recording is allowed only with prior written consent of the interpreter. Any further use (e.g. direct transmission) requires a separate contractual agreement.

The copyright of the interpreter is reserved. The client is also liable for unauthorized recordings by third parties.

### **Replacement**

If the interpreter is unable to fulfill the contractual obligations for an important reason, they must ensure to the best of their ability and to the extent that this can be reasonably expected of them that a specialist colleague in their place fulfills the obligations under this contract. Their involvement requires the consent of the client.

### **Obligation of the client to cooperate and provide information**

The client shall inform the interpreter in due time about any special conditions of the interpreting assignment, whereby complicated working conditions or certain services may be invoiced separately (recording on audio media or screenings). The client shall provide the interpreter with any information and documents necessary for the execution of the interpreting service without further request and in due time

## **Translation**

General Terms and Conditions for Translation Assignments

### **Scope**

These Terms and Conditions apply to contracts between translators and their clients, unless otherwise expressly agreed upon or required by law.

General Terms and Conditions of the client shall be binding for the translator only if the translator has expressly accepted them in writing.

### **Scope of the translation assignment**

The translation assignment shall be executed with due diligence in accordance with the principles of proper professional practice. The client shall receive the original copy of the translation as specified in the order confirmation.

### **Obligation of the client to cooperate and provide information**

The client shall inform the translator in due time about any special conditions of the translation assignment (translation on data media, number of copies, final version for printing, external form of the translation, etc.). If the translation is intended for printing, the client shall provide the translator with a proof.

Information and documents necessary for the preparation of the translation must be provided by the client to the translator without further request and in due time (client's glossaries, illustrations, drawings, tables, abbreviations, etc.). The translator shall not be held responsible for any errors in the execution of the translation service resulting from the failure to comply with this obligation.

The client is responsible for the technical and linguistic correctness of the source text. The translator should draw the client's attention to any errors in the source text. It is the client's duty to clarify the translator's questions and to correct the errors in the source text. The translator shall not be held responsible for errors in the target text that are due to errors in the source text.

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The interpreter shall not be held responsible for any errors in the execution of the interpreting service resulting from the failure to comply with this obligation.

#### **Liability**

The interpreter is only liable in case of gross negligence and intent. Liability is limited to the amount of the agreed interpreter fee.

Liability for consequential damages is excluded.

#### **Professional secrecy**

The interpreter undertakes to maintain secrecy about all facts that become known to them in connection with their work for the client.

#### **Payment**

The remuneration is payable without deduction and is due immediately after execution of the order. In the case of contracts with private clients, the value-added tax is included in the final price and is listed separately. In all other cases, it will be charged additionally, as far as legally necessary. In case of complex interpreting assignments, the interpreter may request an advance payment, which is objectively necessary for the execution of the assignment.

In the case of transactions made from outside Germany, the client must take into account and bear all money transfer costs that may arise. These costs are not included in the invoices issued by the interpreter.

#### **Force majeure**

In the event of force majeure, the parties are released from their obligations to the extent that these obligations are affected by the force majeure. This does not apply to payment obligations already incurred. The client is otherwise obliged to reimburse costs already incurred and to pay for services already rendered.

#### **Cancellation**

In the event of termination of the order by the client or in the event of the client waiving the services of the interpreter under

#### **Remedy of defects**

The translator reserves the right to remedy defects. The client has the right to have any defects contained in the translation corrected. The claim for remedy of defects must be asserted by the client, specifying the defect in detail.

In case of unsuccessful remedy or rework, the legal warranty rights shall come into force, unless another agreement has been made.

#### **Liability**

The translator is only liable in case of gross negligence and intent. Liability is limited to the amount of the agreed translation fee. Liability for consequential damages is excluded.

#### **Professional secrecy**

The translator undertakes to maintain secrecy about all facts that become known to them in connection with their work for the client.

#### **Payment**

The remuneration is payable without deduction and is due immediately after execution of the order. In the case of contracts with private clients, the value-added tax is included in the final price and is listed separately. In all other cases, it will be charged additionally, as far as legally necessary. In case of complex translation assignments, the translator may request an advance payment, which is objectively necessary for the execution of the assignment. Where justified, the translator shall be entitled to make the delivery of their work dependent on the prior payment of the full fee. If the amount of the fee has not been agreed upon, a reasonable and customary remuneration according to type and degree of difficulty shall be owed.

For this purpose, the rates listed in the German Act on the Compensation of Witnesses and Experts (Gesetz über die Entschädigung von Zeugen und Sachverständigen) shall be deemed reasonable and customary.

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the conditions specified in the order confirmation or, in the event that payment in advance has been agreed for any specific order, full payment by the client for the order has not been received within 21 days after the client placed the order, the interpreter shall be entitled to a cancellation fee in the amount of 20 percent of the agreed total order value and a reimbursement of the documented expenses incurred in connection with the order. Services that have been completed by the interpreter up to the time of cancellation shall in any case be paid for in full by the client. If the interpreter receives another assignment for the date of the terminated contract, the interpreter may deduct the fee paid for this assignment from the fee for the terminated assignment.

#### **Right of withdrawal**

Language and Translation Services Ralph Smyreck hereby expressly informs the client that he has no right of withdrawal pursuant to §§ 312d, 355 BGB in connection with these Terms and Conditions, because the services rendered for the client are products individually manufactured according to the client's wishes. In these cases, the right of withdrawal as defined in § 312g para. 2 no. 1 BGB is excluded.

#### **Dispute resolution procedure**

I am not willing or obliged to participate in arbitration proceedings before a consumer arbitration board.

#### **Applicable law**

These Terms and Conditions shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on Contracts for the International Sale of Goods. If the client is a merchant, Dresden, Germany, shall be the exclusive place of jurisdiction for all claims in connection with these Terms and Conditions; Art. 23 para. 5 EuGV VO and § 40 para. 2 ZPO shall remain unaffected.

#### **Other provisions**

Should a provision in these General Terms and Conditions be or become ineffective, the validity of the remainder of the provisions in these General Terms and Conditions remains

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#### **Reservation of proprietary rights and copyright**

The translation remains the property of the translator until full payment has been received. Until then, the client has no right to use the translation. The translator reserves his copyright. If the translation is published, the name of the translator shall be mentioned in a suitable place.

#### **Acceptance of performance**

Services must be formally accepted by the client within 14 days of receipt. If this period expires fruitlessly, it is assumed that the acceptance has taken place among merchants.

#### **Cancellation**

In the event of termination of the order by the client or in the event of the client waiving the services of the translator under the conditions specified in the order confirmation or, in the event that payment in advance has been agreed for any specific order, full payment by the client for the order has not been received within 21 days after the client placed the order, the translator shall be entitled to a cancellation fee in the amount of 20 percent of the agreed total order value and a reimbursement of the documented expenses incurred in connection with the order. Services that have been completed by the translator up to the time of cancellation shall in any case be paid for in full by the client.

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unaffected and the parties to these General Terms and Conditions are obliged, in all reasonableness and in good faith, to replace the ineffective provisions by a regulation which comes closest to it in its financial success in as far as no essential change to the contents of the General Terms and Conditions is made.

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