

# General Terms and Conditions for the Rendering of Translation and Interpretation Services

Translation and interpreting is a particular type of service. For this reason, it will only be carried out under the following Terms and Conditions. Any other conditions – even if they are mentioned on the Customer's order form - cannot find recognition or application. Any other agreements require the expressed written confirmation of admundi.

## I Basis of calculation

1. All translation work shall be calculated in accordance with the scope and the level of difficulty. The scope shall be determined in accordance with either the number of words in the source language or the number of lines in the target language. The calculation basis will be defined by the Parties in the course of pre-order negotiations.

For the purpose of the present Terms and Conditions a word is defined as the smallest free form (i.e. an item that may be uttered in isolation with semantic or pragmatic content) in the source language. A line of translation amounts to an average of 55 characters including spaces ("blanks"). For any list of individual terms or for processing lists of terminology or similar, each term shall be calculated as one line. If no Latin characters are used in the target language, the number of words or lines shall be determined on the basis of the source language.

The text submitted shall be classified in accordance with the degree of difficulty into:

a) "simple": general text, which does not include any specialist terms originating from technology, commerce, law, medicine etc.

b) "of average difficulty": text, which partly includes specialist terms or shows complicated constructions.

c) "difficult": text, which habitually includes specialist terms and/or shows complicated constructions (technical manuals, contracts, notarised documents, specialist correspondence etc.).

d) "particularly difficult": text, which requires profound specialist knowledge on the part of translator both due to the specialist terminology and the topic, which extends over and beyond the knowledge of language.

e) "promotionally effective": text, which has to be adapted after translation in respect of its effectiveness for advertising purposes and with regard to mentality (i.e. localization).

admundi reserves the right to assess the text in accordance with the above-mentioned gradation of difficulty and to determine the surcharges.

For the translation of urgent orders, the preparation of which requires overtime outside normal working hours (e.g. evenings or at the weekend), there is a surcharge of 25 to 100 %.

2. In the case of interpreting work (negotiation interpreters), the work shall be charged in accordance with the time required. Already commenced hours shall always be rounded off to 30 or 60 minute units. A lump-sum for transport shall be invoiced at 50% of the fee plus the actual transport costs (rail, taxi costs etc.) or per kilometre driven by car at € 0.30 per kilometre. In putting together and providing conference interpreter teams (simultaneous or consecutive) the conditions of the AIIC (*Association Internationale des Interprètes de Conférence*, Geneva) shall apply in addition.

## II Minimum order sum

Translations: irrespective of the text length, a minimum of 250 words or 30 lines shall be charged per order and language.

Interpreting: the minimum order sum for interpreting jobs shall be (2) hours (60 minutes) per order and language.

For urgent and weekend orders, we shall charge a minimum surcharge amounting to 10% of the rate concerned and any additional expense arising for the processing/fulfilment of such orders.

## III Payment

Interpreting and translation work is a service which, as a rule, is payable net on receipt of the invoice. In the case of extensive work, admundi may demand on-account payments from the Customer. Final delivery of the translation may also be made dependent on previous payment of the invoice amount (so-called concurrent performance).

## IV Delivery date

The delivery dates stated by admundi are observed as a rule. If any non-adherence to a delivery date is due to force majeure, admundi is entitled either to withdraw from the contract or to demand a reasonable period of grace from the Customer. Further-reaching rights, in particular claims for damages, are ruled out in such cases.

## V Execution of order

1. All translations shall be prepared in accordance with the principles of correct occupational execution. Specialist expressions shall be translated, inasmuch as no special instructions or

documents have been enclosed, into a generally and customarily lexicographical or generally comprehensible version.

2. The Customer shall always receive a written copy of the translation.

3. On placing the order, the Customer shall inform admundi about any special wishes for execution (translation on data carriers, printing readiness, number of copies etc.).

4. The Customer shall provide admundi with information and documents, which are necessary for producing the translation, without special request and in good time (company glossary, images, drawings, explanation of abbreviations etc.).

5. Errors, which result from non-observation of these obligations, cannot be made the responsibility of admundi.

## VI Quality assurance

Translations shall be prepared in accordance with DIN EN 15038 which, as well as administrating the processing of the order, also regulates the use of staff and its specialist competence, technical resources etc.

## VII Notices of defects

1. Notices of defects or complaints require written form. Detailed information concerning the reason for complaint accelerates processing.

2. Complaints in respect of the style do not refer to a defect. The translation can be adapted in style at an extra charge.

3. Specialist or company-specific terminology shall only be binding if it is provided in good time in the form of terminology lists, company glossaries or similar. Reference material (i.e. previous publications, translation work by other translators) is only a translation aid and shall conscientiously be taken into consideration, but does not represent a binding terminology list.

## VIII Limitation period

Complaints of any type may only be lodged within a period of six months of the delivery date.

## IX Warranty

For any damage directly and verifiably arising through translation errors, we shall be liable in accordance with the stipulation of the limitation period stated under sub-section 7; for translations ordered ready for printing and charged with a corresponding surcharge, up to a maximum amount of € 50,000 in the individual case. Presentation of the galley proof (in duplicate) is, however, the prerequisite.

## X Cancellation of order

1. If a Customer withdraws an order placed for translation work without being statutorily or contractually entitled to, the work already carried out up to the date of cancellation shall be paid and the costs arising refunded.

2. In the case of a cancellation of an interpreting order, the following charges shall be made: 10% of the envisaged interpreting fee up to the 30th day before the agreed date, 50% from the 30th day and from the 14<sup>th</sup> day 100% (not including the travelling costs or lump-sum for transport).

## XI Professional secrecy

admundi undertakes to honour absolute secrecy concerning all facts which are connected with the translation or interpreting activities for the Customer.

## XII Reservation of title and copyright

1. The translation shall remain the property of admundi until complete payment has been made.

2. admundi shall retain the copyright in the delivered translation inasmuch as no other agreement has been made. Royalties and other fees shall be transferred in full and without solicitation at all times.

3. The Customer undertakes to inform admundi in writing and immediately about any publication which may in any way affect its copyright.

## XIII Applicable law, place of performance and place of jurisdiction

1. German law shall apply for the order and all claims resulting from it.

2. The place of performance and place of jurisdiction is Bremen inasmuch as nothing else has been statutorily determined or contractually agreed.

3. The applicability of these conditions shall not be affected if individual provisions become null and void or prove ineffective.

**Status as of:** 2012-01-12