

## GENERAL TERMS AND CONDITIONS FOR TRANSLATION SERVICES

Translation is a special kind of service subject to the requirements of these General Terms and Conditions which are valid for all business activities between Birgit Wahl-Peters, Wahl medical translations, as "Translator" and "Customer". They are valid as of 13 February 2020.

Other conditions, even if they are on the order sheets of the Customer, shall not be accepted unless they are expressly confirmed in writing by the Translator.

### 1. Calculation of Prices

The prices for translations are calculated on the basis of volume and degree of difficulty. For a price calculation based on lines, the volume will be determined on the basis of the translated text. A line consists of 55 keystrokes (including spaces). For a price calculation based on words, the volume will be determined on the basis of the source text.

The price calculated in costs estimates shall be an approximate price only. The assessment of the degree of difficulty and the decision of probable surcharges is entirely at the discretion of the Translator.

For the execution of express orders a surcharge of 25% to 100% may be invoiced upon agreement.

Translation work or other similar services (i.e. typing or correction work etc) which is to be invoiced on a rate per hour, shall be invoiced following prior agreements on the rate per hour. In case a price per page has been agreed upon, the calculation is based on a page with 25 lines of 55 keystrokes each. Pages of at least 15 lines shall be counted as completed page.

Travelling times (i.e. in case of in-house work at the Customer's premises, pick-up or delivery) shall be charged in accordance with the rate per hour agreed upon, plus actual travelling expenses as per receipt or, when travelling by car, plus a mileage allowance following the actual official rate per kilometre in operation. A flat rate (handling charge) covering all expenses for invoicing, packing, disks, telephone calls, faxes, file transmissions etc will be invoiced for each order corresponding to the actual prices in operation. Extras such as express delivery, delivery on disks or additional printouts of the translation will be invoiced according to the actual expenses.

All quotations and prices are understood to be subject to confirmation. The prices are in Euros, in case no other currency has been agreed upon. **All prices listed in quotations are understood to be net prices.**

Respite for payment, discounts or any other deductions are not granted unless expressly agreed upon. In all cases, the legal value-added tax, if applicable, is added to the price.

In case no special agreements on rates have been made, a reasonable and usual remuneration based on type and degree of difficulty will be invoiced which will at least equal the current rates stipulated in the German Court Payment and Reimbursement Act (JVEG).

### 2. Minimum Charge

Orders are subject to a minimum charge corresponding to the actual prices in operation.

### 3. Payment

Invoices for translation orders are due for payment immediately upon receipt and without deductions unless otherwise agreed upon. Following the new EC Directive and the German Civil Code, interests for late payment will be charged starting on the 31<sup>st</sup> day upon receipt of the due invoice. Legal basis for this are section 286, subsection 3 and section 288, subsection 1 Bürgerliches Gesetzbuch [German Civil Code].

In case partial supplies have been agreed upon, invoices will be made out for the work done together with each partial supply. In case of extensive orders with long delivery periods the Translator shall be

entitled to request a reasonable advance payment for covering the costs. Furthermore, the final delivery of the translation can be made dependent on a prior settlement of the amount of the invoice.

In case the Customer's payments are in default, the Translator shall be entitled to invoice interests amounting to 8 percentage points (for commercial enterprises according to section 288 subsection 2 Bürgerliches Gesetzbuch [German Civil Code]) or 5 percentage points (for consumers according to section 288 subsection 1 sentence 2 Bürgerliches Gesetzbuch [German Civil Code]) above the relevant rate of the European Central Bank (ECB).

### 4. Retention of Title

Translations remain the property of the Translator until the invoice has been settled completely.

### 5. Copyright

The Translator remains the owner of the copyright of the translations.

### 6. Delivery and Delivery Date

In general, delivery dates agreed upon are complied with obligingly. The date of delivery shall be deemed complied with as soon as the completed order has been mailed or sent timely enough for due service upon the Customer considering the usual mail delivery periods for the type of dispatch in question. In case the delivery date cannot be met due to force majeure or other reasons which are not within the liability of the Translator (i.e. traffic impediments, lack of energy supply, sudden illness, strike and other operational breakdowns, official orders, breakdown of important means of communication, etc), also in case this happens with subcontractors, the Translator shall be entitled to withdraw from the contract or request a reasonable period of grace. In case the problem continues to exist, the Customer shall be entitled to withdraw from the contract as far as the uncompleted partial supplies are concerned. Further rights, especially claims for damages, are excluded for such cases.

### 7. Execution

All translations are executed to the best of the Translator's knowledge and belief. Unless other instructions or documents have been given, technical terms shall be translated in a generally used, lexicographically advised or generally understandable way. In consideration of the meaning of the text to be translated, translations shall be made literally, i.e. corresponding to the mentality. In case the Translator is made liable for the infringement of a copyright for any reason, the Customer shall exempt the Translator in full from such liability. Glossaries which might have been made up in connection with translations shall remain the Translator's property.

The Translator shall not be liable in any respect for faults in translation caused by the Customer due to incorrect or incomplete information or originals. This also refers to illegible names, letters and figures in certificates or similar documents. A liability for the loss of texts and documents in possession of the Translator by burglary, theft, fire, water, storm or loss in the mail is herewith expressly excluded.

The Translator reserves the right to reject the translation of texts without stating reasons at any point of time.

### 8. Duties of the Customer

When placing an order, the Customer shall inform the Translator about special requests for the execution (translation on disks, readiness for printing, special layout, number of copies, etc). The Customer shall put all information and documents (company-owned glossaries, pictures, drawings, abbreviation files, etc) necessary for executing the order in time and without prior request to the Translator's disposal. Furthermore, the Customer shall be obligated to assist the Translator in the execution of the translation work constructively and to name a

competent person in charge for questions with regard to the matter. In case of books and larger prints the Customer shall pass the Translator one original and one copy as text and basis to be translated, which shall remain with the Translator upon finishing the translation unless otherwise agreed upon in writing. If the Customer does not comply with his/her duty of assistance, the Translator shall be entitled to withdraw from the contract upon a reasonable period of grace. The title in remuneration and replacement of additional costs arising from the default in assistance and the damage which might have occurred remain in existence, even in case the Translator does not make use of her right to withdraw from the contract. The Translator cannot be held liable for faults which arise from the non-compliance of these conditions by the Customer. The Customer accepts said General Terms and Conditions when placing an order.

### **9. Secrecy, Data Protection**

The Translator shall be obligated to maintain secrecy on all texts to be translated and all facts she gets to know within the scope of her work for the Customer. However, she shall be entitled to make known the texts to subcontractors if need be.

Unless otherwise agreed upon, all documents remain with the Translator upon execution of the order and shall be kept and/or stored for five years together with the translations in compliance with the obligation of secrecy and the regulations of the protection of data privacy. Upon expiry of said period the documents shall be destroyed and data deleted.

### **10. Dispatch**

In general and unless there are no other dispatch instructions by the Customer, dispatch shall be effected as non-encoded data records on data-processing media or by e-mail. The risk of dispatch of the translation work shifts to the Customer upon sending the translation per e-mail, handing it over to the mail office or a messenger of the Customer. Lost mail of any kind shall be replaced to the extent possible. However, there is no legal title hereto. Especially no damages can be claimed by the Customer for lost documents or non-compliance with delivery dates in such cases.

### **11. Complaints and Remedy**

In case no special agreements on the requirements as to quality for the language transfer service have been made or can be derived from the kind of the order, it will be executed in accordance with the standards of proper professional practice and to the Translator's best knowledge and belief completely and correctly as to content and grammar for the purpose of information. Unless no documents or special instructions have been added by the Customer, technical terms shall be translated in a generally used, lexicographically advised or generally understandable way. The Translator shall not assume responsibility for defaults in translations arising from hardly legible, faulty or incomplete originals or from defective or faulty terminology of the Customer.

The Translator shall be informed about complaints by the Customer in writing and without delay, stating the default exactly. In case the Customer lodges a complaint on an objectively existing considerable default in the translation, the Translator shall be obligated to either remedy the default or reduce the price or withdraw from the contract at her discretion. For any remedy of the default complained of in accordance with the Bürgerliches Gesetzbuch [German Civil Code], the Customer shall grant an appropriate period of time for remedy to the Translator. Further titles including damages for non-compliance are excluded. Furthermore, all complaints are excluded in cases where the complaint did not reach the Translator within 10 days upon delivery of the translation and/or execution of the work regarding obvious defaults and for latent defects within 10 days upon discovery. In this case the Customer waves his/her title in all claims which might arise from possible defaults in the translation.

### **12. Warranty, Liability, Damages**

The Translator shall be liable for gross negligence and intent. Liability in case of slight degrees of negligence is only accepted for infringements of duties arising from important provisions of the contract. A guarantee for the readiness for printing of the translations can only be granted where the Customer

- expressly stated this requirement in a written contract; and

- presents the galleys for proof-reading (also as to contents) to the Translator, who gets the occasion as well as a reasonable period of time for proof-reading.

In case the above-mentioned provisions are not complied with, any claims for warranty and/or damages shall be excluded. Especially any liability for loss of profit, lack of gaining savings, damage by demands on Third Parties, indirect and consequential damage shall be excluded.

### **13. Execution by Third Parties**

Upon agreement with the Customer, the Translator shall be entitled to subcontract Third Parties for the execution of any business to the extent she deems this useful or necessary. The Translator only warrants for a careful choice. Said duty to take due care in choice is fully complied with, when the subcontracted Third Party is a translator who is sworn/appointed by a court for the language in question. Any contact between the Customer and the Third Party subcontracted by the Translator shall only be permitted upon consent by the Translator. Basically there only is a business relation between Customer and Translator.

### **14. Official Certification**

Unless there has been any other instruction by the Customer, translations of certificates shall always be certified in order to be accepted by the competent authorities. No liability will be assumed by the Translator for the correct spelling of names and addresses in handwritten documents. This also applies to illegible names and figures in certificates of civil status or other documents. For these certifications an additional fee shall be charged.

### **15. Cancellation**

In case the Customer cancels an order placed without being entitled to do so by law or contract, all costs occurred until cancellation shall be refunded and work which might have been done up to said point of time settled.

### **16. Place of Performance and Jurisdiction**

Place of performance and jurisdiction shall be Wuppertal. The law of the Federal Republic of Germany shall be applicable.

### **17. Invalid Clauses**

The inoperativeness of one or several provisions of said General Terms and Conditions does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision. This does not apply in case complying with the terms of the contract would constitute unreasonable hardship for one or both of the Parties.

### **18. Changes and Amendments**

The Customer shall be informed in writing about changes and amendments to the General Terms and Conditions. They are regarded to be accepted when the Customer does not object in writing within two weeks upon notification.

Wuppertal, 13 February 2020