

1. Scope

(1) These General Terms and Conditions apply to contracts between the certified and sworn translator and interpreter Kai Zimmermann, Kehlhofstrasse 42, CH-8552 Felben-Wellhausen, Switzerland (hereinafter "the Translator") and his customers ("Clients"), unless anything else is expressly agreed upon or required by law.

(2) The Translator shall not be bound by the Clients' terms and conditions, unless he expressly acknowledges them in writing.

2. Obligation of the Client to cooperate and provide information

(1) In the case of translation orders, the Client shall inform the Translator about special requirements relating to the form the translation should take (translation on storage media, number of copies, appearance of the translation, etc.) not later than the time at which the order is placed. The purpose of the translation shall be stated. If the translation is to be published, the Client shall provide the Translator with a galley copy for proofreading in time good for the press so the Translator is able to remove any mistakes. In the case of interpreting orders, the Client shall inform the Translator in good time of the special nature of the job – difficult conditions and special services (recording, film show, etc.) may require an additional charge to be agreed upon. The same applies with regard to other orders.

(2) The Client shall provide the Translator, without being asked and in good time but in no event later than at the time of the placing of order, with any information and documents necessary for rendering the translation, interpreting or any other services agreed upon (glossaries of the Client, preparatory documents for the interpreting assignment, illustrations, drawings, tables, abbreviations, etc.).

(3) Expenses and delays resulting from failure to comply with these obligations shall be covered by the Client.

(4) The Client shall be responsible for the rights in a given text and ensure that its translation is permitted. The Client shall indemnify the Translator against any related third party claims.

3. Performance and correction of defects

(1) The Translator shall render the services agreed upon carefully and in accordance with the principles of good professional practice. The Client shall receive the translation in the form contractually agreed upon. Technical terms shall be translated into the generally used, lexically justified and/or generally comprehensible version unless special instructions are enclosed by the Client. The Translator shall be obliged to work to the best of his knowledge and belief. He shall not be subject to any obligation above or beyond this.

The interpreting service rendered is intended exclusively for immediate hearing. Recordings shall only be permissible if prior approval is obtained from the Translator. Any further use (e.g. direct transmission) shall require a separate contractual agreement.

(2) Translation errors due to illegible, incorrect or incomplete text material or incorrect or wrong terminology provided by the Client shall not be the responsibility of the Translator.

(3) Different views as to good style shall not constitute a defect.

(4) The Translator reserves the right to supplementary performance. The Client shall have an initial right to correction of any defects in the translation.

(5) When claiming supplementary performance the Client shall exactly specify the purported defect.

(6) The Client's right to correction of defects shall be excluded if the Translator does not receive any notice of defects within 2 weeks of delivery of the translation.

(7) If the Translator does not correct a claimed defect within a reasonable period of time or if the Translator refuses the correction of a claimed defect or if the correction of a claimed defect is deemed to have failed the Client shall, upon consulting the Translator, be entitled to have the defect corrected by another translator at the expense of the Translator or claim a reduction of the remuneration or rescind the contract. The correction of defects shall be deemed to have failed if, after several attempts to correct the defects, the Translation still contains defects.

(8) Dates and times for delivery shall be agreed upon when an order is given and shall be binding. However, the Translator shall not be in default if the services cannot be rendered as a result of circumstances beyond his control. If the failure to deliver on time or to render other services agreed upon is due to force majeure, the Translator shall be entitled to withdraw from the contract or to require from the Client a reasonable period of respite. Payment obligations already incurred shall be fulfilled in any event. In addition, the Client shall be obliged to reimburse any expenses incurred by the Translator and to pay for any services already rendered. In these cases further rights, in particular claims for damages, shall be excluded. In case of a change of the subject matter of the order, the terms of delivery and fees shall be negotiated anew.

(9) If the Translator is prevented by a justifiable reason from fulfillment of his contractual interpreting obligations, he shall do his utmost (in as far as this can be reasonably expected of him) to ensure that another professional interpreter takes over the duties under the terms of the contract concerned. The engagement of such a professional colleague shall be subject to approval by the Client.

4. Liability

(1) The Translator shall be liable for damage caused intentionally or by gross negligence. Gross negligence shall not cover damages caused by computer malfunction or e-mail transmission errors or viruses. The Translator, however, takes precautions by installing anti-virus software. Liability for damage caused by slight negligence shall arise only if the Translator is in breach of substantial contractual obligations.

(2) Any claim of the Client to the Translator for compensation of a loss in accordance with the fourth sentence of paragraph (1) of section 4 shall be limited to 5,000 EUR.; a higher compensation may be agreed upon in individual cases.

(3) The exclusion or limitation of liability in the paragraphs (1) and (2) of section 4 does not apply to death, injury or damage to health sustained by a consumer.

(4) Claims of the Client to the Translator for defects in a translation (sec. 634a BGB) shall be subject to a limitation period of one year except in the case of malice.

(5) Notwithstanding sec. 634a BGB the liability for consequential losses shall be subject to the limitation period provided by law. This is without prejudice to para. 1 of sec. 202 BGB.

5. Professional confidentiality

The Translator undertakes to treat any information or documents received from the Client relating to an order with confidentiality and not to derive any benefit from such.

6. Assistance by third parties

(1) The Translator may use employees or competent third parties for the execution of the order.

(2) If the Translator uses competent third parties he shall ensure that they commit themselves to confidentiality in accordance with section 5.

7. Remuneration and basis of calculation

(1) The calculation basis of a translation (e.g. source or target lines, words or pages) shall be agreed upon in advance.

(2) The fee for interpreting orders shall, as a rule, be agreed on an hourly basis.

(3) The fee shall be due and payable in full within thirty days after the invoice date.

(4) All prices are net and excluding value added tax.

(5) In addition to the fee agreed upon, the Translator shall be entitled to reimbursement of actual expenses incurred and agreed with the Client. Proof-reading services shall be remunerated on the basis of the time spent. In all cases value added tax will be additionally charged if required by law. The Translator may require an advance in the case of large-volume orders. He may make the rendering of his services conditional upon prior payment of his full fee.

(6) If the amount of the fee is not agreed in advance, the Client shall pay the Translator an appropriate remuneration corresponding to the nature and difficulty of the services rendered. This remuneration shall not be lower than the rates specified in the [Judicial Remuneration and Compensation Act \(Justizvergütungs- und -entschädigungsgesetz – JVEG\)](#), as amended.

8. Reservation of title and copyright

(1) Translations shall remain the property of the Translator until all receivables have been paid in full. Prior to this point in time, the Client shall have no right whatsoever to use or exploit the translation.

(2) The Translator reserves any copyright.

9. Termination of the contract

If a translation order is placed due to the fact that the Translator has offered translation services on the internet, the client waives any right to withdrawal of the order in case the Translator has already started translating and notified the Client accordingly. The Client may only cancel the contract at any time before the completion of the translation or the rendering of the interpreting services if a justifiable reason is cited. Termination shall only be effective if notice has been given in writing. The Translator shall be entitled in such cases to a fee calculated in accordance with the agreed calculation basis for the translation work completed up to the time of termination, along with damages for lost profit up to the amount of the order. In the case of interpreting orders, the Translator shall be entitled to the agreed fee as well as reimbursement of expenses demonstrably incurred. If the Translator receives another order for the time of the terminated interpreting order, he may deduct the fee received for the new order from the fee for the terminated order.

10. Applicable law

(1) All orders and any claims arising from such shall be governed by German law. The place of jurisdiction shall be the place of business of the Translator.

(2) The validity of the remaining provisions of these General Terms and Conditions shall remain unaffected if individual provisions are rendered void or invalid.