

## Standard Terms and Conditions for Translation and Interpreting Contracts

These Standard Terms and Conditions shall form the sole basis for translation and interpreting services provided by LÓPEZ-EBRI GMBH. They are valid for all current and future business relations between LÓPEZ-EBRI GMBH and its Clients. Placement of an order by the Client shall constitute acceptance of the LÓPEZ-EBRI GMBH Standard Terms and Conditions. Any conflicting terms and conditions require express written confirmation by LÓPEZ-EBRI GMBH. Supplementary verbal agreements are of no effect. Deviations from, and amendments or additions to, these Terms and Conditions must be validated through written confirmation by LÓPEZ-EBRI GMBH.

### 1. Placement of orders

- 1.1 When placing an order, the Client must specify target language, subject, technical field, length and intended use of the text to be translated, particular terminological requirements, as well as any requirements as regards format (appearance/layout of the translation, storing on particular storage media, readiness for printing (camera-ready copy), number of copies etc.). If the translation is intended for print or use on signs, labels or goods, the Client must provide LÓPEZ-EBRI GMBH with a copy for proof-reading purposes before printing.
- 1.2 When placing an order, the Client shall, without having to be requested, provide LÓPEZ-EBRI GMBH with any supplementary information material and documents that are required for carrying out the translation/interpreting work (e.g. company glossaries, illustrations, diagrams, tables, lists of abbreviations). Should the material provided not be sufficient, LÓPEZ-EBRI GMBH may request further information related to the subject from the Client.
- 1.3 In the case of translation contracts, the Client must provide LÓPEZ-EBRI GMBH with the source text in an appropriate, readily legible form. Interpreters must be instructed in the subject matter by the Client before carrying out the work.
- 1.4 The incurred costs of any errors that result from non-compliance with these obligations shall not be borne by LÓPEZ-EBRI GMBH.

### 2. Execution of orders, terms of delivery

- 2.1 All translations are produced in accordance with the principles of best practice. Unless precise instructions or documents have been supplied, technical terms shall be translated with the generally used, lexically justified or generally understood version.
- 2.2 Unless a particular format has been specified, translations shall be delivered by LÓPEZ-EBRI GMBH by electronic mail, facsimile or as a single printed copy by post. Should LÓPEZ-EBRI GMBH, on the request of the Client, send the translation to an address other than the contractual place of delivery, risk shall pass to the Client as soon as LÓPEZ-EBRI GMBH has handed over the translation to a carrier. Electronic transfer shall be at the Client's risk. LÓPEZ-EBRI GMBH does not accept liability for defective or detrimental transfer of the text, or for damage or loss incurred during electronic transfer.
- 2.3 Delivery periods and delivery dates shall only be binding if expressly agreed as such and confirmed in writing to the Client.
- 2.4 If the documents necessary for the realisation of the contract are not provided on time, or if incomplete, incorrect, misleading and/or illegible information and specifications are provided, LÓPEZ-EBRI GMBH shall not be bound by the delivery date agreed in the contract. If a specific delivery period is agreed as binding, this period shall commence on the date when LÓPEZ-EBRI GMBH has received all documents and information. The same shall apply to retroactive changes to the translation due to changes made to the source text by the Client. Such changes shall incur a separate charge.
- 2.5 Should LÓPEZ-EBRI GMBH be unable to meet an agreed binding delivery period or delivery date due to reasons within its control, or be in delay of performance for any other reason, the Client is obliged to accord an appropriate additional period of time. Only after the unsuccessful expiry of this additional period shall the Client be entitled to reduce the purchase price, terminate the contract and/or demand compensation.
- 2.6 If the length or degree of difficulty of the translation exceeds the agreements concluded in the order placement or in the order acknowledgement, or if an earlier delivery deadline than originally agreed is required, LÓPEZ-EBRI GMBH shall be entitled to increase the price to reflect the additional work involved. The same shall apply to interpreting services.
- 2.7 Interpreting services provided shall be charged for on the basis of the time expended. Incomplete hours shall be rounded up to the nearest 30 or 60 minutes. Travel time shall be invoiced at 50% of the respective rate charged for interpreting, and travel expenses at the level incurred. If a conference interpreting team (for simultaneous or consecutive interpreting) is provided, the terms of the AIIC (Association Internationale des Interprètes de Conférence, Geneva) shall apply in addition.

### 3. Invoicing and payment

- 3.1 Written invoices shall be issued. All invoices are due upon receipt, unless they specifically state a different payment date or period.
- 3.2 LÓPEZ-EBRI GMBH is entitled to request an appropriate advance payment. The Client will receive an invoice for this payment.
- 3.3 Final delivery of a translation can be made contingent upon prior full payment.
- 3.4 Should the Client cancel a contract without being legally or contractually entitled to do so, he shall remunerate LÓPEZ-EBRI GMBH for all work carried out up to cancellation and shall reimburse the costs incurred. If an interpreting contract is cancelled more than 30 days before the date agreed for the commencement of services, 10% of the remuneration shall be charged to the Client's account. Thereafter, and up to 14 days before the date agreed for the commencement of services, 50% of the remuneration shall be charged to the Client's account, and from then onwards 100% of the charges shall apply.

### 4. Notification of defects

- 4.1 If the Client makes a claim based on a non-negligible defect which objectively exists, this defect must be described in writing in as much detail as possible. The Client shall grant LÓPEZ-EBRI GMBH an adequate period of time for remedial action. If the outcome of this action is not satisfactory, LÓPEZ-EBRI GMBH shall be entitled to improve the translation a second time, again on the basis of as detailed as possible a description of the defects from the Client. Should this second remedial action also prove fruitless, the Client shall be entitled to either reduce the agreed remuneration or withdraw from the contract. In the case of the latter alternative, all rights to the translation shall be retained by LÓPEZ-EBRI GMBH. All other claims, including claims for compensation, are excluded.
- 4.2 If the Client does not notify any defects within 14 days of receipt of the translation, the translation shall be regarded as approved.
- 4.3 The period of limitation shall be one year, beginning with the acceptance of the translation.

**5 Liability, force majeure**

- 5.1 The Client shall have no right to claim compensation or reimbursement of expenditure incurred (hereinafter referred to as "combined compensation claims") from LÓPEZ-EBRI GMBH with the exception of LÓPEZ-EBRI GMBH's liability for intentional or grossly negligent breaches of obligation, for personal injury caused at least by negligence, for breach of material contractual obligations caused at least by negligence, or for absence of a warranted quality or fraudulent concealment of defects. In the case of a breach of material contractual obligations, the Client's compensation claim against LÓPEZ-EBRI GMBH shall be limited to the foreseeable loss or damage typical of the type of contract. The above limitation of liability also applies to the legal representatives, members of staff and other servants or agents of LÓPEZ-EBRI GMBH. The above provisions do not entail any reversal of the burden of proof to the detriment of the Client.
- 5.2 Furthermore, LÓPEZ-EBRI GMBH shall not be liable for delays or defects in performance – except as provided in 5.1 above – which occur as a result of ambiguous, incorrect or incomplete order placement by the Client. Nor shall LÓPEZ-EBRI GMBH be liable for delays in performance caused by force majeure, in particular (unforeseeable) strikes/business disruptions or unavoidable software, network or server failures. Finally, LÓPEZ-EBRI GMBH shall not be liable – except as provided in 5.1 above – for loss or damage which occurs due to deficient proof-reading on the part of the Client or for damage to the Client's software as a result of using the files processed by LÓPEZ-EBRI GMBH. If the Client does not specify at the time of placing the order that the translation is intended for print or production, or if the Client fails to provide LÓPEZ-EBRI GMBH with a proof copy before printing, and proceeds with printing or production without release by LÓPEZ-EBRI GMBH, there shall be no liability on the part of LÓPEZ-EBRI GMBH – except as provided in 5.1 above.

**6 Set-off, retention, reservation of title**

- 6.1 The Client may only offset claims that are undisputed, established at law or recognised by LÓPEZ-EBRI GMBH against the claims of LÓPEZ-EBRI GMBH. The Client shall only be entitled to assert a right of retention in respect of counterclaims that result from the same contractual agreement as the claims against which the right of retention is asserted.
- 6.2 The translation shall remain the sole property of LÓPEZ-EBRI GMBH until payment of all claims has been made in full. Until then, the Client shall have no right of use.

**7 Copyright, third-party rights**

Should a claim be made against LÓPEZ-EBRI GMBH for breach of an existing copyright by a translation, or should third-party rights be asserted, the Client is obliged to indemnify LÓPEZ-EBRI GMBH fully. If LÓPEZ-EBRI GMBH acquires copyright or other industrial property rights as a result of producing a translation, these rights shall explicitly remain with LÓPEZ-EBRI GMBH unless they are transferred to the Client by contract. The same shall apply to terminology lists and so-called memory databases that are created during the translation process.

**8 Confidentiality, data protection**

LÓPEZ-EBRI GMBH undertakes to treat as confidential all facts connected with the translation or interpreting work performed for the Client.

**9 Place of performance**

- 9.1 Unless otherwise stated in the acknowledgement of order, the place of performance shall be the registered office of LÓPEZ-EBRI GMBH.
- 9.2 The place of performance for interpreting services that are not carried out at the registered office of LÓPEZ-EBRI GMBH shall be the place designated in the acknowledgement of order.

**10 Applicable law, legal venue, severability**

- 10.1 The contractual relationship and further business relations between LÓPEZ-EBRI GMBH and the Client are exclusively governed by the law of the Federal Republic of Germany to the exclusion of international sales law.
- 10.2 If the Client is a merchant as defined by German law or a legal entity under public law, the legal venue shall be Bremen, Germany.
- 10.3 If any part of these Standard Terms and Conditions is or becomes unenforceable, this shall not affect the enforceability of the remainder of the Standard Terms and Conditions.

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As at: 20.05.2008