

# General terms and conditions

## General terms and conditions for translation agencies

### 1. Scope of service

1.1 Unless otherwise agreed in writing, the following conditions apply for the scope of service.

1.2 The client commits to advising what they want to use the translation for, e.g. whether it

1.2.1 is to be used only for information purposes,

1.2.2 for marketing and advertising purposes,

1.2.3 for legal purposes or patent processes,

1.2.4 or any other purpose for which a particular translation of the texts by the translator concerned is of importance.

1.3 The client may only use the translation for the stated purpose. In the event the client uses the translation for a purpose other than that for which it was contracted and delivered, the client cannot claim for damages against the translation agency, hereinafter known as the contractor.

1.4 If the contractor is not advised of the purpose of a translation, the contractor must carry out the translation to the best of their knowledge for the purposes of information (see point 1.2.1).

1.5 Unless otherwise agreed, translations must be provided by the contractor in a single, typed copy on A4 paper.

1.6 Unless otherwise agreed, the regulations of point 6.3 of DIN 2345 ("Translation Contracts") apply for formal layout.

1.7 Insofar as the client wishes for specific terminology to be used, they must advise the contractor of this upon sending the necessary documents for this. This also applies for language varieties.

1.8 The technical and linguistic accuracy of the source text is the exclusive responsibility of the client.

1.9 The contractor is entitled to forward the contract to equally qualified third parties. In this case, however, they remain the exclusive contractor.

1.10 The contractor's name may only be attached to the published translation if the entire text was translated by them or if no changes were made to which the contractor did not consent.

### 2. Fees

2.1 The fees (prices) for translations are determined according to the contractor's rates (price lists), which are to be applied for the respective type of translation.

Translations are charged based on lines of translated text, except for documents. The latter are charged on pages. 1 line = 50 to 55 characters, 1 page = approx. 20 typewritten lines (DIN A4). One page is charged as a minimum price.

2.2 Services exceeding simple word processing are charged as per an agreement (e.g. texts are delivered in special file formats; a particular graphic form requiring its own software is demanded by the client).

2.3 Unless otherwise agreed, the target text (the translation) forms the basis of the calculation.

2.4 If a quote is submitted, this only applies if it is made in writing.

2.4.1 Other quotes only apply as non-binding guidelines.

2.4.2 The quote is formulated according to the best specialist knowledge, but no guarantee can be made for the accuracy. If costs increase by more than 15% after the contract is awarded, the contractor will immediately inform the client of this. If this involves unavoidable excess costs of up to 15%, a separate agreement is not necessary and these costs can be invoiced without further notice.

2.5 Quotes submitted without viewing the translation documents only apply as non-binding guidelines. The client is also obliged, insofar as the contractor does not compile a new quote, to pay the actual translation costs in point 2.1 even without information according to point 2.4.2.

2.6 Unless otherwise agreed, contract changes or additional contracts can be charged at appropriate prices.

2.7 Collectively agreed salary/wage increases entitle the contractor to make subsequent price corrections.

2.8 Value stability of the claim together with incidental claims applies. The Consumer Price Index published monthly by the Austrian Bureau of Statistics or an equivalent index is used to calculate the value stability. The index number calculated for the month of the contract conclusion serves as the reference value. Fluctuations in the index number by up to 2.5% either way are not taken into account. Any exceeding of this margin, up or down, requires recalculation, whereby the first index number outside the respective margin must form the basis, both for re-establishing the claim amount and for calculating the new margin. The resulting amounts must be rounded to one decimal place.

**2.9** The full fee of an initial translation can be charged for proofing external translations.

**2.10** Appropriate surcharges can be charged for express and weekend work.

### **3. Delivery**

**3.1** The mutual written declarations are definitive for the translation delivery deadline. If the deadline is an important part of the contract accepted by the contractor, the client must expressly advise this in advance.

For the deadline to be upheld, all documents to be submitted by the client must be done so adequately and on time (e.g. source texts and all necessary background information), and the agreed payment conditions and other obligations must also be upheld. If these requirements are not met in time, the deadline is extended appropriately.

**3.2** Non-compliance with the deadline only entitles the client to withdraw from the contract if the deadline was expressly agreed as fixed (see point 3.1, first clause) and the client has met all the requirements in point 3.1, second clause. The client cannot claim for damages, except for damages caused on purpose or through gross negligence.

**3.3** Unless otherwise agreed, deliveries are made by post.

**3.4** The risks associated with the delivery (transfer) are borne by the client.

**3.5** Unless otherwise agreed, the documents provided to the contractor by the client remain in the contractor's possession after the translation contract is over. The contractor is not obliged to store these or handle these in any other way. The contractor must, however, ensure that these documents cannot be used illegally.

### **4. Force majeure**

**4.1** The contractor must immediately inform the client in cases of force majeure. Force majeure entitles both the contractor and the client to withdraw from the contract. The client must, however, compensate the contractor for expenses already outlaid or services already rendered.

**4.2** Force majeure is particularly considered: accident; work conflicts; acts of war; civil war; appearance of unforeseeable obstacles which verifiably and crucially affect the contractor's possibilities of completing the contract as per the agreement.

### **5. Liability for defects (Guarantee)**

**5.1** All complaints about the quality of the translation must be made within four weeks of delivery of the translation (sending by post). Defects must be sufficiently explained in writing and proven by the client.

**5.2** To correct the defects, the client must give the contractor an opportunity to redo the translation, and set an appropriate deadline for this. If the client refuses to do this, the contractor is exempted from liability of defects. If the defects are corrected by the contractor within the appropriate time, the client cannot claim for a price reduction.

**5.3** If the contractor lets this appropriate extension elapse without correcting the defects, the client can withdraw from the contract or demand a reduction in price. No withdrawal or reduction right exists in the event of insignificant defects.

**5.4** Guarantee claims do not entitle the client to withhold agreed payments or to charge.

**5.5** For translations used for print works, a liability for defects only exists if the client has expressly stated in writing in their contract that they intend to publish the text and if the contractor is provided with galley proofs (author's correction) up to and including the version of the text after which no more changes are made. In this case, the contractor must be paid an appropriate remuneration for the correction or an appropriate hourly rate to be charged by the contractor.

**5.6** No liability for defects exists for the translation of hard-to-read, illegible/incomprehensible master copies. This also applies for proof-readings of translations in point 2.9 and 5.5.

**5.7** Stylistic improvements/adjustments of specific terminology (particularly of industry/company-specific terminology) etc. are not considered translation defects.

**5.8** No liability for defects exists for contract-specific abbreviations not stated/explained by the client when awarding the contract.

**5.9** The contractor assumes no liability for correct reproduction of names and addresses for texts not written in Latin script. In such cases, the client is recommended to write the names and trade names on a separate sheet in block Latin letters. This also applies for illegible names and numbers in birth certificates or other documents.

**5.10** Numbers are only reproduced as per the manuscript. No liability is assumed for converting numbers, dimensions, currencies or similar.

**5.11** The contractor is liable for manuscripts, originals and similar documents provided by the client, insofar as these are not returned to the client with the delivery, as custodian according to the General Civil Code for four weeks after completion of the contract.

An insurance obligation does not exist. Point 3.5 applies accordingly for reimbursement.

**5.12** No liability is assumed for the assignment of translators or interpreters, except for damages caused on purpose or through gross negligence during selection.

**5.13** No liability is assumed for proof-readings according to point 2.9 if the source text is not provided.

**5.14** When sending translations by data transfer (such as email, modem etc.), the contractor is not liable for defects and damage (such as transfers of viruses, breaching of duties of non-disclosure) arising here, unless the contractor is grossly at fault.

## **6. Compensation**

**6.1** All compensation claims against the contractor are, unless otherwise urgently stipulated, limited to the invoice amount (net). Exceptions to this compensation restriction are cases in which the damage is caused on purpose or through gross negligence. No liability exists for lost profit or subsequent damage.

**6.2** If the contractor has taken out liability insurance for asset damage, compensation claims are limited to the amount covered by the insurance in specific cases.

## **7. Copyright**

**7.1** The contractor is not obliged to check whether the client is entitled to translate the source texts or have these translated, but can instead assume that the client is entitled to all rights to third parties which are necessary to execute the contract. The client expressly ensures that they hold these rights.

**7.2** The client must state the intended purpose for copyrighted translations. The client only acquires those rights corresponding to the stated intended purpose of the translation.

**7.3** The client is obliged to indemnify the contractor for all claims asserted by third persons and arising from breaches of copyrights, ancillary copyrights, other industrial property rights or intellectual property rights. This also applies if the client does not state the intended purpose or uses the translation for purposes other than those stated. The contractor must immediately advise the client of such claims and serve third party notice to them for legal action. If the client does not enter into the proceedings as part of the contractor's joinder in response of the third party notice, the contractor is entitled to acknowledge the plaintiff's claim and be indemnified by the client, regardless of the legality of the acknowledged claim.

## **8. Payment**

**8.1** Unless otherwise agreed, payment must be made in cash upon delivery of the translation or directly after making the delivery.

The contractor is entitled to demand an appropriate down-payment. Advance payment of the full contract total can be requested from private individuals and foreign clients. If collection is agreed on, and the translation is not collected on time by the client, the client's payment duty takes effect on the day the translation is made available for collection.

**8.2** If there is a payment delay, the contractor is entitled to withhold available contractual documents (e.g. manuscripts to be translated). During payment delays, default interest of 2% above the respective EURIBOR (Euro Interbank Offered Rate) is charged.

**8.3** If the payment conditions agreed on between the client and contractor are not upheld, the contractor is entitled to cease work on the contracts until the client complies with their payment obligations. This also applies for contracts for which a fixed deadline has been agreed on (see point 3.1). If the value of the payment obligation is grossly underweighted compared to the value of the documents, a withholding is only possible up to the value of the payment obligation. The ceasing of work does not result in any legal claims for the client, nor is the contractor prejudiced in their rights in any way.

## **9. Duty of non-disclosure**

The contractor is bound to confidentiality and must ensure that parties contracted by them are also bound to confidentiality. The contractor is not liable if this duty is not upheld by the subcontractors, except in cases of gross negligence in selecting the subcontractor.

## **10. Place of jurisdiction**

The place of execution for all contractual relationships underlying these general terms and conditions is the contractor's place of business. For legal disputes on the existence or non-existence of such a legal relationship, and for disputes arising from such contractual relationships, the place of jurisdiction is that of the contractor or the client's general place of jurisdiction, at the contractor's discretion, for suits made by the contractor. For suits against the contractor, the contractor's general place of jurisdiction is exclusively competent. Austrian law applies as agreed.

## **11. Contractual liabilities**

The rest of the contract remains binding even if individual points become legally invalid.