

General terms and conditions

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1. Extent of performance

- 1.1 Unless otherwise specified in writing, the following conditions on the extent of performance apply:
- 1.2 The client is obliged to communicate the purpose for which he wants to use the translation, i.e for the purpose of:
 - 1.2.1 information alone
 - 1.2.2 publication and publicity
 - 1.2.3 legal purposes or patent procedures
 - 1.2.4 any other purpose which may require the translator to translate the text in a particular way.
- 1.3. The client may only use the translation for the given purpose. If the client uses the translation for another purpose than the one specified when the job was commissioned, the client has no claims on damages against the translation agency, hereafter referred to as the contractor.
- 1.4 If the client does not give a purpose for the translation, the contractor must do the translation to the best of his ability for the purpose of information (see 1.2.1)
- 1.5 Translations are, unless otherwise specified, to be submitted by the contractor as simple copy in typewritten form on A4 paper.
- 1.6 Unless otherwise specified, the formal organisation under the regulations of

point 6.3 of the German Institute for Standardization 2345 ("translation work") applies.

- 1.7 If the client requires the use of specific terminology, he has to provide the necessary documents at the same time as the source text. This also applies to language variants.
- 1.8 The correctness of the language and subject matter of the source text is the exclusive responsibility of the client.
- 1.9 The contractor has the right to pass the job on to qualified third persons. In this case, he still remains the sole contractor.
- 1.10 The name of the contractor may only appear on a published translation if he was responsible for the entire translation and no changes were carried out without the contractor's agreement.

2. Fees

- 2.1 The fees (prices) of the translations are determined by the rates (price lists) of the contractor for the respective form of translation. Translations are charged according to the number of lines, except for documents, which are charged according to the number of pages.

1 line = 50 to 55 Keystrokes (characters with spaces)

1 page = about 25 lines (DIN A4).

The minimum price is the equivalent of one page.

- 2.2 Translations requiring more than simple word-processing will be calculated by arrangement (i.e. Text that is delivered in a special file format; a particular graphic form that requires its own software).
- 2.3 Unless otherwise specified, the calculation of the fee will be based on the target text (the result of the translation).
- 2.4 Quotations are only valid if submitted in writing.
 - 2.4.1 Other quotations are only seen as guidelines without any obligation.
 - 2.4.2 Quotations are made using specialist knowledge. However, their correctness cannot be guaranteed. If the cost is going to be more than 15% above that quoted on accepting a job, the contractor must inform the client without delay. Where there will be an unavoidable cost increase of less than 15% there is no need for special arrangements and the revised costs can be included in the final bill.
- 2.5 Quotations made without seeing the original document are considered as a

non-binding guideline. The client has to pay the real price of the translation described under point 2.1 if, under point 2.4.2, no new quotation has been given.

- 2.6 Unless otherwise specified, the contractor can charge for additions or changes to the job at a reasonable price.
- 2.7 Collective-contractual wage increases entitle the contractor to apply a subsequent price correction.
- 2.8 The worth of the work has to remain stable. This stability is calculated through the monthly consumer price index of the Austrian central statistic office "Österreichisches Statistisches Zentralamt" or one of its corresponding indexes. The base factor is the calculated index number for the month of completion of the contract. Fluctuations of the index number of up to 2.5% in either direction need not be taken into consideration. This margin will be newly calculated after each transgression upwards or downwards, where the first index outside this margin always forms the basis of the new calculation of the cost as well as the calculation of the new margin. The amounts arising are to be rounded up to one decimal place.
- 2.9 The full price of a new translation can be charged for corrections of translations done by a third party.
- 2.10 An adequate supplement can be charged for rush jobs or weekend work.

3. Delivery

- 3.1 The mutual written agreements apply where the delivery deadline is concerned. Where the delivery deadline is an important factor in the job accepted by the contractor, the client must make this absolutely clear in advance.. The delivery deadline can only be met if the relevant documents (e.g. source text plus any background information) are sent on time and in their entirety by the client as well as the agreed payment conditions and other obligations. In the case that these requirements are not fulfilled on time, the delivery deadline will be adjusted accordingly.
- 3.2 The breach of the delivery deadline only entitles the client to cancellation of the contract if the delivery deadline was specifically stipulated (see point 3.1 first paragraph) and the client respected all the conditions under point 3.1 second paragraph. Damages claims from the client are not allowed except in the case of damages caused intentionally or through gross negligence.
- 3.3 Unless otherwise specified, delivery is made by post.
- 3.4 The client carries the risks associated with the delivery (or transfer).
- 3.5 Unless otherwise specified, the documents provided with the order remain with the contractor after the end of the translation work. The contractor has no

obligation to store or otherwise handle these documents. However it is the responsibility of the contractor to ensure that these documents are not used in contravention of the contract..

4. Force majeure

- 4.1 The contractor has to contact the client without delay in the case of force majeure. Force majeure entitles the contractor as well as the client to withdraw from the contract. However, the client must compensate the contractor for all work already done.
- 4.2 Cases of force majeure are considered to be chance occurrences, strikes, wars, civil wars or any unforeseeable event that clearly make it impossible for the contractor to complete the job as planned.

5. Liability

- 5.1 Any complaint about the quality of the translation has to be made within four weeks after delivery (posting date). Deficiencies must be comprehensively explained in writing by the client along with the appropriate evidence.
- 5.2 The client has to allow the contractor a reasonable time period to correct the errors as well as the opportunity to do so. Should he not do so, the contractor is then free of his obligations under the terms of liability. If the contractor remedies the errors within this period of time, then the client is not entitled to any price reduction.
- 5.3 If the contractor lets the time pass without correcting the errors, the client is then either entitled to withdraw from the contract or to demand a reduction of the costs. There is no right to any price reduction in the case of a minor mistake.
- 5.4 Warranty claims do not entitle the client to withhold payment or to reduce the price to pay.
- 5.5 Liability is only valid for translations due for print if the client specified in writing that he intended to publish the work and if the contractor received all galley proofs (author's corrections) for every version of the text, after which no new corrections were made. The client has in this case to recompense the contractor adequately for the proofreading work or to pay the contractor an appropriate hourly fee.
- 5.6 The contractor does not accept liability for translations from unreadable, illegible, or unintelligible texts. This also applies to the proofreading of translations described under points 2.9 and 5.5.

- 5.7 Stylistic improvements or reconciliation of specific terminologies (in particular in-house terminology of a particular branch or company) are not recognized as translation errors.
- 5.8 The contractor does not accept liability for job-specific abbreviations if they had not been explained by the client when the job was commissioned.
- 5.9 The contractor does not accept liability for the correct transcription of names or addresses from documents, which are not written in a Latin script. In this case the client is advised to provide a transcription of the names or designations in a separate document. This also applies to names and numbers in birth certificates or other documents.
- 5.10 The reproduction of numbers will only take place according to the manuscript. There is no liability for the conversion of numbers, measurements, currencies and such.
- 5.11 The contractor is responsible under German Civil Code for all manuscripts, original documents and other such items for a period of four weeks after completion of the job, assuming these were not returned with the completed translation. There is no obligation to take out insurance. Compensation is dealt with under point 3.5.
- 5.12 The contractor does not accept liability for the supply of translators and interpreters, except in the case of damages caused intentionally or through gross negligence in their selection.
- 5.13 The contractor does not accept liability for proofreading jobs described under point 2.9 if the original text has not been made available.
- 5.14 Where translations are sent electronically (i.e. by email, fax etc) the contractor is not liable for any faults and impairments that may occur (such as virus transmission, violation of confidentiality agreements) except in the case of gross negligence on the part of the contractor.

6. Damages

- 6.1 Unless otherwise legally prescribed, the liability is limited to the amount of the bill (net), except in the case of damages caused deliberately or through gross negligence. The contractor does not accept liability for lost profit or other consequential losses.
- 6.2 If the contractor took out personal liability insurance, the damages are then limited to the amount refunded by the insurance.

7. Payment

- 7.1 Unless otherwise specified, payment must be made in cash upon delivery of the translation or shortly after its reception. The contractor has the right to demand an adequate deposit. He is also entitled to demand payment in advance of the full amount of the bill from private individuals or foreign clients. If a date for collection of the translation from the client had been agreed and the client does not collect the translation on time, the amount of the bill is due on the day the translation is made available.
- 7.2 The contractor is entitled to retain the documents put at his disposal (e.g. the manuscript to be translated) if the payment conditions agreed between him and the client are not met. In the case of a delay in payment, an interest rate of 2 % over the national bank base rate will be charged.
- 7.3 The contractor is entitled to cease his work if the payment conditions agreed between him and his client are not met until such time as the client meets them. This applies to jobs with a fixed deadline (see point 3.1). If the value of the retained documents is considerably more than the value of the delayed payment, the value of the documents retained can only be up to the value of the delayed payment. The cessation of the work does not give any right to damage claims on the part of the client nor does it affect the rights of the contractor.

8. Confidentiality

The contractor is obliged to maintain complete confidentiality and he also has to ensure that the same applies to his agents. He takes no responsibility for any breach of confidentiality by one of his agents except in the case of gross negligence in the selection of the agent.

9. Jurisdiction

The place of jurisdiction for all contracts under these general terms and conditions is the place of business of the contractor. For legal disputes about the existence or non-existence of such a contractual relationship or for legal disputes about such a contractual relationship, the place of jurisdiction is, for claims from the contractor, at his choice his jurisdiction or the client's jurisdiction, or, for claims against the contractor, only the contractor's jurisdiction. The application of Austrian law is assumed.

10. Contractual obligations

If some parts of the contract prove legally ineffective, the contract remains legally binding in all other points.

These terms and conditions have been translated from the German. In case of dispute the original German version will prevail.
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