

General Terms and Conditions of Business Allround Service

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§ 1 Terms of the contract

1. The subject matter of the contract agreed between the customer and contractor is described in the contractor's quotation. The General Terms and Conditions of Business included here relate to both interpreting contracts and translations, transcriptions, as well as transcription contracts (dictations) and copy-writing, unless specific separate agreements have been made in relation to these.
2. The customer shall provide all the information required for completion of the contract. The contractor shall treat all files and information confidentially. Special requirements in interpreting, transcription and translation, such as the use of specific terminology / specialist language or the use of a specific language variant, shall be agreed upon separately.
3. In the case of interpreting contracts, the customer shall immediately provide the materials required for preparation, in accordance with the information in the quotation, , in particular scripts of speeches which will be given and documents which will be referred to during the event.

§ 2 Acceptance / Obligations on the customer

1. In principle, article 640 of the German Civil Code applies to the acceptance of works like translations, unless otherwise agreed in these General Terms and Conditions of Business.
2. Acceptance may be explicit or implied. Implied acceptance can in any case be seen in the use of the translation. Publication and / or printing of the translation shall in particular signify implied acceptance.
3. Acceptance shall occur within twenty-four hours per 5,000 words delivered, after the translation is delivered as a hard copy or electronically. If acceptance is not declared explicitly by the customer within the aforementioned deadline or explicitly refused, it shall be deemed accepted on expiry of the deadline.
4. If acceptance is refused, it shall be done explicitly in written form in accordance with article 126 of the German Civil Code.
5. If the customer refuses acceptance without sufficient reason, then he shall be in default. The reasons for refusing acceptance shall be given in writing in full and definitively with the refusal to accept.
6. The customer shall proof-read the work delivered before acceptance or have it proof-read by a third party. The customer shall notify the contractor that said check has been carried out.

§ 3 Quality defects / Rectification of defects

The contractor shall deliver the translation work as per the quality agreed in the context of the intended use agreed in the quotation. In the absence of such an agreement, the contractor shall deliver a translation for normal use. A quality defect shall not exist if a translation meets the standards of DIN EN ISO 17100 or is reasonable under these standards. The contractor reserves the right to remedy defects.

§ 4 Payment

1. The payment mentioned in the quotation shall be due on conclusion of the contract if it is a fixed price. It shall be paid within the period indicated on the particular invoice. In the case where billing by hours worked is agreed in the quotation, the amount shall be due on the date of invoicing.
2. The contractor is entitled to charge reasonable advance payments and make the start of the work subject to the payment of the advance.
3. Invoices issued shall be checked immediately on receipt by the customer. The invoice or where appropriate, the time indicated shall be deemed accepted, unless an objection is raised in writing, giving reasons and no later than 14 days after receipt of the invoice.
4. Once the period specified on the invoice has expired, the customer shall be in default.
5. If receipt of payment cannot be established, the contractor shall be entitled to suspend the works ordered – if these have not yet been performed – until the invoice is paid.
6. The customer is obliged to pay in advance under article 320 I a.E. of the German Civil Code.

§ 5 Termination / Customer's liability to pay damages

1. Statutory termination of the contract shall be fundamentally excluded for both parties. This shall not affect the right of termination in exceptional cases for good cause.
2. In the event of extraordinary termination of an interpreting contract by the customer, the parties to this contract shall agree a pro-rata payment by way of a lump sum compensation despite the fact that the actual mutual duties to perform were not fulfilled – calculated in percentage points of the amount of the agreed net contract value plus VAT – as follows:

25%	in the event of cancellation 30 to 15 working days before the start of the event
50%	in the event of cancellation 14 to 8 working days before the start of the event
75%	in the event of cancellation 7 to 4 working days before the start of the event
100%	in the event of cancellation 3 or less working days before the start of the event
3. The customer may prove that the contractor has incurred no damages or minor damages. The customer is free to prove and claim greater damages.
4. Any costs agreed and already incurred for travel, technical equipment and the like shall be reimbursed in full.

§ 6 Liability

1. The contractor shall only be liable in cases of intent or gross negligence in accordance with statutory provisions. This liability criterion shall not apply to damages from injury to life, limb or health, due to a negligent breach of duty on the part of the contractor.
2. The claim for compensation for the culpable breach of essential contractual obligations shall however be limited to foreseeable damages typical of the contract, unless another of the exceptional cases listed in Sentence 1 or 2 of Paragraph 1 exists.
3. The contractor's liability shall also be limited in cases of gross negligence to foreseeable damages typical of the contract, unless one or more of the legal interests mentioned in Paragraph 1, Sentence 2 is affected.
4. The provisions of the previous paragraph 1 shall apply to all claims for compensation (in particular to compensation in addition to the performance and compensation for damages in lieu of

performance), regardless of the legal grounds, including but not limited to defects, breach of contract or tort. They shall also apply to claims for compensation for expenditure made in vain.

5. The contractor shall be liable in accordance with statutory provisions if performance is delayed in cases of intent or gross negligence. However, the contractor's liability shall be limited, in cases of gross negligence, to foreseeable damages typical of the contract. Apart from cases specified in Sentence 1, the contractor's liability for delayed performance; for compensation in addition to performance; and for compensation for damages in lieu of performance; shall be limited to a total of 100% of the value of the performance; any further claims by the customer shall be excluded – even after expiry of any time limit set for performance by the contractor. The aforementioned limitations shall not apply in the case of liability due to injury to life, limb or health. The aforementioned provisions shall likewise not apply to compensation for expenditure made in vain.
6. The aforementioned provisions shall not constitute a change in the burden of proof to the detriment of the customer.
7. Under the liability criterion of this § 6, the contractor shall not be liable for damages, incurred as a result of a breach of obligations by the customer under § 2 No. 6 of these General Terms and Conditions of Business. This applies in particular to damages incurred by the printing of delivered translations.

§ 7 Copyright

1. Unless otherwise agreed in the contract or in writing, the customer shall retain the copyright to translations and interpreting activities.
2. Subject to payment in full, the irrevocable, transferable right, unlimited in time and space, to use translations is granted to the customer.
3. This right excludes publications on the Internet, unless they have been agreed separately in writing or in particular have been listed in the quotation.
4. The customer assures the contractor that he holds the relevant rights to the text to be translated, which authorise him to commission the paid translation by the contractor.
5. The customer shall indemnify the contractor against all claims raised against the contractor by third parties due to breaches of copyright, rights to a name, patent or trademarks or similar rights.
6. Recording and exploitation interpreting services by the customer shall only be permitted, if explicitly agreed in writing.

§ 8 Severability clause

If any of the provisions are unenforceable, this shall not affect the enforceability of the remaining provisions. The invalid provisions shall be replaced by statutory regulations. Any loopholes in the contract shall be replaced by supplementary interpretations of the contract, which come as close as possible to the meaning and purpose of the contract and the intention of the parties to the contract.

§ 9 Choice of law

The legal relationships between the parties to the contract shall be governed by German law, without reference to the principles of International Private Law.

§ 10 Jurisdiction

The sole venue for all disputes arising from the contractual relationship shall be the registered offices of the contractor in Munich.