

General Terms and Conditions

1. Scope of Validity

These General Terms and Conditions govern the business relations between the "Interpreters' and Translators' Association (DÜV) (hereinafter referred to as "DÜV") and its agency customers in the fields of translation and the proofreading and editing of texts (hereinafter referred to as "services").

2. Standard of Service and Use of Third Parties

The services are carried out with due diligence in accordance with the principles of the correct exercise of the profession.

DÜV may have the services provided by either its own employees or third parties (hereinafter referred to as the "persons entrusted with providing the service").

3. Prices

Unless expressly agreed otherwise, the quotation prices are guide prices. The work is charged on the basis of the agreed price per line and the actual number of lines (of the target text), or on the basis of the agreed price per hour and the actual number of hours spent. The actual price charged may only exceed the quotation price by a maximum of 15%.

If the customer makes additions or modifications to the original text once the order has been placed, the permitted margin of a maximum of 15% by which the actual price charged may exceed the quotation price shall not apply. Additions will be made at the agreed price per line, and the extra work involved in making the changes will be charged at the agreed or the standard hourly rate.

DÜV can make the handing over of its services dependent on prior payment of the full price and/or – in the case of lengthy translations, in particular – may require an advance payment.

Unless agreed to the contrary, the customer is required to pay the price charged, plus value added tax, within a period of 30 days of the date of the invoice.

Once this payment deadline has passed, the customer is in arrears, without a reminder needing to be sent, and DÜV is entitled to demand 5% interest on arrears.

4. Deadlines

DÜV regards observing the agreed deadlines as an essential part of the services it offers. In the event of the customer making considerable subsequent changes to the content, DÜV is to be granted an appropriate extension of the deadline.

5. Assistance from the Customer

The customer must notify DÜV in good time of special requirements regarding the form in which the services are to be delivered (type of data carrier, fonts, format and presentation, etc.). Information and documents that are available at the customer's and that are necessary or useful for carrying out the services (e.g. parallel texts, internal company designations and acronyms, specific glossaries, illustrations, drawings and tables, etc.) should be made available to DÜV unasked and in good time.

6. Customer's Rights in the Event of Shortcomings

The customer is entitled to the rectification, free of charge, of any significant shortcomings in the services. The customer's claim for the rectification of shortcomings must be submitted in writing, within a period of 30 days of delivery of the service, specifying said significant shortcomings. DÜV must be given an adequate period of time to rectify the shortcomings.

If, after the services have been revised, they still contain significant shortcomings, the customer will be entitled to demand a renewed revision or an appropriate reduction in the price within a period of 30 days of the revised services being delivered.

The customer forfeits their rights in the event of shortcomings if no notification of the shortcomings is submitted within 30 days of the service being delivered. If the notification of shortcomings has been submitted on time, the statute of limitations for the customer's rights in the event of shortcomings is one year after the original delivery of the service.

7. Limitation of Liability

DÜV's liability to pay damages is excluded insofar as is legally permissible.

8. Professional Secrecy / Privacy

DÜV undertakes to treat all customer documents in confidence, especially the original text, plus all other information received in written and spoken form (hereinafter referred to as "customer data") and to use said documents solely for the provision of the services.

The persons entrusted with providing the services will be obliged, by DÜV, to maintain secrecy concerning the customer data. If the customer so requires, a special confidentiality agreement can be concluded between the customer and the persons entrusted with providing the services.

Unless expressly specified to the contrary, DÜV assumes that the customer agrees to the unencrypted electronic transmission of the services and the customer data via the internet. The customer bears the associated risk of the loss of privacy and loss of data.

9. Rights over Immaterial Property

DÜV assumes that the customer holds the necessary processing rights over immaterial property for the original text as are required to carry out the service and that these rights are granted to DÜV to the extent necessary for performing the service.

10. Place of Jurisdiction / Applicable Law

The contractual relationship between the customer and DÜV is subject to Swiss law. Disputes will be settled exclusively by the courts of Zurich.

Zurich, April 2007