

# **BMP Translations AG**

## **General Terms & Conditions (GTC)**

### **1. Area of validity**

These GTC apply to all orders issued to BMP Translations AG (hereinafter referred to as "BMP") by customers. Any changes to or deviations from the GTC must be made in writing. Any individual agreements made in writing between the Parties shall take precedence over these GTC.

If a single provision of these GTC becomes invalid it shall not affect the validity of the remaining GTC. The remaining provisions shall be interpreted and, if necessary, supplemented in such a way as the Parties would have agreed upon in good faith on becoming aware of the partial invalidity. In such a case, the invalid provision shall be replaced by a legally valid one that approximates the invalid provision as closely as possible from a commercial standpoint.

### **2. Basis for calculation/price**

The fee shall be agreed between the Parties at the time of the first order accepted by BMP. Generally speaking, the fee shall be determined by the number of standard lines in the source text. A "standard line" comprises 55 characters including spaces. If the number of standard lines cannot be easily determined or if it is irrelevant (e.g. for updates and editing), an hourly fee shall be agreed. Unless otherwise agreed, subsequent orders shall always be calculated using the same line or hourly rate. Unless the fee has been explicitly agreed between the Parties, the usual rates applicable at BMP shall be valid for such an order.

The binding delivery time required for the work to be performed can only be stipulated after careful analysis of the documents by BMP. If, after receipt of the definitive source text, it is ascertained that the scope or difficulty of the text exceeds the capacity available to BMP in terms of time or human resources, BMP shall be entitled to refuse the order, request an appropriate extension of the delivery time or to re-negotiate the fee.

A binding quotation can be prepared upon request.

### **3. Engagement of auxiliaries**

BMP shall use qualified employees to provide the service and may also engage freelance staff if necessary.

### **4. Arrival of documents**

Orders sent to BMP without prior announcement shall be processed within the times customary for the translation industry. Shorter delivery times can only be guaranteed after prior agreement.

### **5. Checking/corrections**

The checking and correction of third-party translations or texts written in the respective language shall be billed by time. If BMP deems it necessary to re-translate a text, either in whole or in part, the customer shall be informed, and the new translation shall be billed at the customary line rate.

## **6. Certified translations**

A customer may request that translations of official documents be certified so that they will be recognized by the competent authorities. The time required for obtaining the certification and the certification fee shall be billed to the customer.

## **7. Transmission**

Unless otherwise specified by the party issuing the translation order, the completed documents will, as a rule, be sent to the e-mail address indicated by the customer. The customer acknowledges that transmission via e-mail is neither secure nor confidential. If the customer has not provided an e-mail address or if he/she specifically requests another form of delivery, the documents shall be sent by fax, A Mail, express post or courier, in accordance with the customer's wishes.

The work shall be deemed to have been delivered to the customer once it has been e-mailed, or handed over to the postal service or a courier service. Transmission of the work shall be at the customer's risk in all cases.

All transmission costs resulting from special wishes of the customer, including courier, COD, express post, registered mail, valuable letter, etc. shall be billed to the customer.

## **8. Translations for multiple use**

Translations are the intellectual property of the translator. Multiple use as a notice, circular letter, form, or through printing and reproduction may take place only with the translator's consent. This consent is deemed to have been granted once the customer has paid the invoice in full.

## **9. Special formats or formatting requests**

A surcharge shall apply to texts that have to be printed on the customer's stationery or for texts that entail time-consuming formatting and/or which require conversion (e.g. from PDF to Word).

## **10. Delivery deadlines**

Generally speaking, the close of business (5 p.m.) on the agreed delivery date shall be deemed to be the final delivery deadline (the time of the transmission as per section 7 is decisive). If a deadline requested by the customer cannot be met, owing to the translator's excessive workload or for other reasons, BMP shall be entitled to request the granting of an appropriate extension; this extension must be agreed with the customer without delay. If the work cannot be executed by the expiry of this extension, the customer shall be exempted from the obligation to pay the fee, and BMP shall be exempted from the obligation to provide the service. Claims for compensation resulting from non-compliance with the requested deadlines shall not apply, unless BMP has acted with intent or in a grossly negligent manner.

## **11. Copyright/legal guarantee**

If action is brought against BMP as a result of a translation it has delivered that is deemed to violate an existing copyright, the customer shall be obliged to hold BMP entirely harmless.

## **12. Liability and complaints**

Unless any special instructions or documentation have been provided, technical terms shall be translated according to the customary version.

Likewise, no liability shall be assumed by BMP for errors in translations caused by the customer as a result of incorrect or incomplete information or erroneous or misleading original texts.

If the work delivered to the customer contains an error/errors, the error(s) shall be corrected free of charge. This does not apply to stylistic preferences. If the customer does not wish to have the error corrected, regardless of the reason, this does not entitle him/her to refuse to pay for the work or to reduce the fee. For all complaints, BMP shall in all cases be entitled to correct the error within an appropriate time. If the customer does not grant BMP the opportunity to correct the error, no claim may be made for compensation except where the error was made intentionally or was due to gross negligence. If the outcome of the correction is unsatisfactory, the customer shall be entitled to request a reduction of the fee. Section 15 shall not be affected by this provision.

No liability shall be assumed for the correct rendering of names and addresses in documents that are not written in the Latin alphabet. In such cases, BMP recommends submitting this information separately. This also applies to illegible names and figures in documents, etc.

Although the customer's texts are checked carefully, BMP cannot guarantee that they will be absolutely error-free. BMP endeavours to offer the highest possible quality and to identify the greatest number of errors. The industry standard for professional proof-reading/copy-editing states an error identification rate of 90-95%.

Stylistic changes are largely a matter of preference and to be considered as suggestions for improvement. Content-related corrections affect the meaning of the text. Both types of corrections must therefore be checked by the customer. No liability is therefore assumed for proof-reading and/or for stylistic and content-related corrections.

Justified complaints must be asserted within 10 calendar days of the work being delivered, with the relevant points in the text highlighted or otherwise indicated. If no complaint is lodged, or a complaint is lodged after this time, the work will be deemed to have been accepted. In the case of justified complaints, BMP shall be granted an appropriate deadline to provide a second version. BMP shall not be held responsible for texts that have been subsequently changed by a third party, even within the stated period for submitting complaints.

### **13. Guarantee**

For direct losses demonstrably incurred as a result of mistranslation, BMP shall, in the case of translations intended for publication, assume liability for language-related and content-related accuracy up to an amount of the order as per the offer or confirmation of the offer which, however, shall not exceed CHF 50,000. Such liability presupposes that BMP be provided with a correction proof prior to the final printing and that the conditions set out in section 14 relating to corrections and an appropriate deadline for undertaking corrections be met.

### **14. Confidentiality**

All orders shall be treated as strictly confidential. All employees of BMP, including freelancers, shall also be required to observe strict confidentiality.

### **15. Loss**

BMP shall not assume any liability for the loss of texts and documents provided to BMP as a result of break-in, theft, fire, water or storm damage, force majeure or loss during carriage by the postal service.

This also applies to interventions in data transmitted or made available by BMP.

**16. Payment conditions**

Translations and proof-reading/copy-editing are services that are generally payable upon receipt of the invoice and without deduction of a discount. Any discounts etc. apply only in the event of prompt payment of the invoice in question. They shall not apply if, after a reminder has been sent to no avail, a third party is engaged by BMP to collect the amount due.

**17. Cancellation**

If a customer cancels an order, any work that has already been executed by the time of the cancellation must be paid for. Likewise, the customer shall bear any and all costs resulting from the engagement of auxiliaries.

**18. Place of performance, place of jurisdiction and applicable law**

The place of performance and place of jurisdiction for all claims and disputes arising from the contractual relationship between the Parties shall be Basel. BMP shall be entitled but not obliged to bring legal action against the customer at the latter's place of domicile or place of residence.

These General Terms & Conditions are subject to Swiss law.

The German version of these GTC is authoritative.