

22.09.2020



1. General

These Terms and Conditions (T&Cs) of Ka-Ve Kalla & Verboonen-Deuster GbR (hereinafter “Ka-Ve”) apply for all business relationships between Ka-Ve and the customer (hereinafter the “Customer”). Both natural and legal persons are considered Customers.

The Customer acknowledges these T&Cs by placing an order. They will apply for the entire duration of the business relationship with the Customer, even if Ka-Ve no longer expressly refers to them when accepting subsequent orders. Therefore, these T&Cs also apply for future transactions with the Customer.

Any of the Customer’s terms and conditions of purchase and sale that differ from these T&Cs, and any of the Customer’s conflicting or supplementary terms and conditions, do not apply. Terms and conditions of this kind will only become part of the contract if Ka-Ve has expressly acknowledged them in writing in a particular case.

2. Translation and foreign language typesetting

2.1 Enquiry and quotation, contract conclusion

The Customer’s enquiries must clearly state the object and scope of the services to be rendered by Ka-Ve. Ka-Ve will produce a quotation based on the files provided with the Customer’s enquiry. Additional verbal agreements or changes to the enquiry or the order must be confirmed in writing by Ka-Ve in order to be valid.

The quotation produced by Ka-Ve will state the price of the translation itself, of any additional services (text conversion, formatting, certification, delivery, etc.) and - if requested - of layout services, as well as a completion date for the services. The quotation will remain valid for 14 days, unless another period of time is stated. Ka-Ve will send the quotation to the Customer by email, fax, or post.

The contract will legally enter into force when the Customer accepts the quotation. The Customer must also declare such acceptance by email, fax, or post.

The Customer must provide Ka-Ve with its correct billing address as soon as a contract enters into force. If the Customer fails to do so, the invoice will be issued to the Customer’s company for the attention of the person who commissioned the work. In principle, it is not possible to make invoicing changes after an order has been placed.

If the Customer does not request a quotation and Ka-Ve does not produce a quotation before an order is placed, Ka-Ve will execute the contract on the usual terms and conditions.

2.2 Pricing for translation services

The price per line stated in the quotation for translation services is based on 55 characters per line of the source text, including spaces, as calculated by MS Word. The price per line also takes into account the level of difficulty of the source text. Ka-Ve uses counting programs for determining the word count of the text to establish the size of it and the rate of any repetitions.

22.09.2020

For some languages, the quotation provided by Ka-Ve may be based on the target text. In such cases, Ka-Ve will expressly indicate this in its quotation.

Additional services will be required if the source text is not available in an editable file format (MS Word, MS Excel, MS PowerPoint, etc.); these will be shown separately on the quotation.

A fixed price may also be offered for all the services.

The price for the translation includes translation by the translator and a check of the translation by the translator himself/herself, as well as sample checking of the translation by Ka-Ve.

On top of this, the following additional services can be offered at the request of the customer:

- Comparison of the source-text content with the target-text content by a revisor, who is not the same person as the translator.
- Review of the technical accuracy which takes into account the relevant conventions of the respective text type (specialist review).
- Proofreading for inconsistencies and execution of appropriate corrective measures.

2.3 Minimum order value

The minimum order value is € 60.00 per language combination for translations and €60.00 per language combination for layout services, plus VAT at the statutory rate.

2.4 Source text/file when enquiring and commissioning work

If the source text to be translated or the source file to be processed that the Customer sends to Ka-Ve when commissioning work is not the same as the source text/file sent with the enquiry, Ka-Ve will have a claim to payment of the extra cost. However, Ka-Ve shall inform the Customer of this when confirming the order.

The Customer is solely responsible for the technical accuracy of the source text. The Customer is also responsible for the linguistic accuracy and correct spelling of the source text. If technical and linguistic inaccuracies, incorrect spelling, or ambiguities in the source text lead to defects in the translation, the Customer will be solely responsible for this. Ka-Ve is not obliged to point out such defects to the Customer.

Additionally, the Customer is obliged to provide the source text to Ka-Ve in a clearly legible format. Ka-Ve cannot be held liable for defects resulting from texts that are hard to read or illegible. Ka-Ve also cannot be held liable for delays or defects in the performance of its work resulting from incorrect, incomplete, unclear, and illegible information provided by the Customer, including that in the translation specifications.

2.5 Naming of a contact person by the Customer and reference documents

When placing its order, the Customer shall name a contact person who will be responsible for technical issues while Ka-Ve carries out its work. This person must be able to respond quickly to technical queries and other enquiries by Ka-Ve. If the questions asked by Ka-Ve during processing are not responded to quickly, Ka-Ve will no longer be bound to the agreed delivery date.

22.09.2020

The Customer usually provides reference documents to Ka-Ve when placing its order, including a glossary of the specialist terminology it uses. If, when placing its order, the Customer does not provide any information on the specialist terminology it uses, Ka-Ve will use the standard and lexicalised specialist terminology. In this case, the Customer may not make a complaint on the grounds of incorrect specialist terminology after the translation has been delivered.

2.6 Delivery of the translation and the processed typesetting file

The translation and typesetting file will be delivered by email or post. A fee of € 10.00 plus VAT will also be charged for delivery by post within Germany. A fee of € 12.00 plus VAT will be charged for delivery by registered post within Germany. In principle, certified translations are delivered to the Customer by registered post. Ka-Ve shall notify the Customer of the price for international delivery by post on a case-by-case basis.

2.7 Revision of source text/source file during processing

If the Customer makes changes to the source text/source file while Ka-Ve is processing it, it must notify Ka-Ve of these in writing by email, fax, or post. Ka-Ve will then check which effects the changes will have on the agreed price and the agreed deadline for completion, and shall notify the Customer in writing by email, fax, or post.

2.8 Cancellation of the order during processing by Ka-Ve

If the Customer cancels its order for a reason that Ka-Ve is not responsible for while Ka-Ve is processing it, the Customer will remain liable for payment of the agreed fee in full.

2.9 Copyrights

By placing an order, the Customer gives its assurance that it holds all copyrights required for Ka-Ve to execute the contract and transfers the rights required to execute it to Ka-Ve. The Customer shall also indemnify Ka-Ve against all third-party claims, including the associated legal costs.

2.10 Reservation of translator and capacity for foreign language typesetting

If the Customer books translator capacity and/or capacity for layout services for a specific day or period of time in advance, Ka-Ve shall keep these capacities free for the Customer and give the Customer appropriate confirmation of this. However, if the Customer does not use the booked capacity, it will be charged a fixed fee for the translator of 60 % of a translator's daily rate plus VAT, based on average daily output for a translator of 300 standard lines. A fixed fee for 4 hours' foreign language typesetting work at € 86.00 per hour will be charged for failure to make use of typesetting services.

3. Interpreting Services

3.1 Enquiry and quotation

The Customer's enquiries must clearly state the object and scope of the services to be rendered by Ka-Ve. Ka-Ve will produce a quotation for the interpreter services that the Customer has enquired about. This quotation will include the price for the interpreter service itself, as well as the associated extra costs (travel to and from the site, expenses, interpreting booths and equipment, etc.).

22.09.2020

The quotation will remain valid for 14 days, unless another period of time is stated. Ka-Ve will send the quotation to the Customer by email, fax, or post.

The contract will legally enter into force when the Customer accepts the quotation. The Customer must also declare such acceptance by email, fax, or post.

Additional verbal agreements or changes to the enquiry or the order must be confirmed in writing by Ka-Ve in order to be valid.

The Customer must provide Ka-Ve with its correct billing address as soon as a contract enters into force. If the Customer fails to do so, the invoice will be issued to the Customer's company for the attention of the person who commissioned the work. In principle, it is not possible to make invoicing changes after an order has been placed.

3.2 Commissioning and order processing

After the Customer has accepted a quotation, Ka-Ve shall immediately make binding arrangements for the interpreter(s) required for the assignment and, if applicable, for the necessary interpreting booths and equipment.

The interpreters bound by Ka-Ve work to the best of their knowledge and belief. The purpose of their assignment is solely to provide the interpreting service itself. Therefore, the interpreting service does not include additional services such as translation work.

The Customer shall send the documents required for preparation to Ka-Ve 14 days before an agreed interpreting assignment. This may include the schedule, the agenda,

event brochures and similar. If a text will be read out or a presentation or a film will be shown during the assignment, these must also be provided to Ka-Ve in good time. The Customer must name a contact person on-site for the assignment. A shorter deadline for sending the documents for preparation for the interpreting assignment may be agreed in certain cases.

The business relationship in which the interpreting service is provided is solely between Ka-Ve and the Customer. Prior express written consent from Ka-Ve is required for direct business contact with the interpreter(s) used by Ka-Ve. This does not include contact regarding the interpreting service itself.

3.3 Copyright and confidentiality

The service provided by the interpreter(s) is intended to be heard instantaneously. It may only be recorded with prior written consent from the interpreter(s).

The Customer has an obligation to Ka-Ve to ensure that third parties observe this provision. The interpreter holds the copyright to his/her work.

The interpreter(s) used by Ka-Ve is (are) obliged to treat the content of the interpreting service as strictly confidential. This confidentiality obligation also remains in force following the interpreting assignment.

3.4 Cancellation

In the event of cancellation of an order, the Customer must pay Ka-Ve for the services provided up to the date of cancellation, but at least 50 % of the order value. If the Customer cancels an order on a date

22.09.2020

that Ka-Ve has already bound an interpreter/interpreters to and, if applicable, has already arranged the interpreting booth and equipment for, the full order value must be paid.

4. Acceptance, warranty, defect rectification

In the event of defects in a translation or another service, Ka-Ve reserves the right to remedy them. The Customer thus has a right to the rectification of defects in a translation or other service. It must assert this claim in writing by email, fax or post to Ka-Ve, stating the defects precisely. In the event of justified defects that are properly notified, Ka-Ve has the right to have two attempts at remedying the defective translation or other service or to do it again, as its discretion. Even if there are defects, the Customer remains obliged to accept the work and pay the agreed fee.

If a defect is not reported to Ka-Ve within 14 days of delivery of a translation or other service, the translation or other service will be considered to have been accepted as free from defects.

In the event of defects in the foreign language typesetting, Ka-Ve also reserves the right to have two attempts at rectifying the defects. The Customer's right to the rectification of defects lapses when it approves the foreign language typesetting.

If a defect is not reported within 14 days of receipt of the typesetting, the typesetting will be considered to have been approved and accepted.

Defect notifications that, on close examination, are clearly incorrect are grounds for a claim by Ka-Ve for the reimbursement of costs incurred in this regard.

5. Liability

Ka-Ve cannot be held liable for whether the relevant service is permitted or suitable for the Customer's intended application. In the case of translations of texts intended for publication (such as websites or brochures) in particular, Ka-Ve can only be held liable if the Customer has informed it of its intention to publish the work prior to commissioning it and if the texts are again provided to Ka-Ve prior to publication in the format to be published for review and approval. If the translation must be checked more than once as a result, Ka-Ve will have the right to charge a reasonable fee for this on an hourly basis.

In order to avoid this from the outset, Ka-Ve recommends having certain texts checked by Ka-Ve before publication. The Customer must commission this work separately.

Ka-Ve's liability is precluded if the Customer provides it with inadequate information as stated in subparagraph 2.4 or if texts themselves are defective, incomplete, hard to read or illegible.

Further claims (except for those on the grounds of breaches of material obligations, loss of life, physical injury, damage to health and intent or gross negligence on the part of legal representatives, employees, or other agents) are precluded. Ka-Ve's liability is limited in amount to the order value.

22.09.2020



6. Payment conditions

6.1 Payment term

Invoices are payable within 14 days of receipt. The place of performance for payments is Bad Vilbel/ Germany.

The prices provided are in euros unless another currency has been agreed. The prices stated in the quotation are subject to VAT at the statutory rate. Discounts or other deductions are not granted, unless expressly agreed.

If a customer based outside Germany, but within the European Union, provides his local VAT-number with the order, the VAT will not be charged.

6.2 Default of payment

If the Customer defaults on payment, default interest and damages will be charged in accordance with sections 286 and 288 BGB (Bürgerliches Gesetzbuch [German Civil Code]).

Ka-Ve also reserves the right to suspend execution of the Customer's other ongoing contracts for the duration of payment default.

7. Copyright and right of use

7.1 Copyright

Ka-Ve reserves copyright to the translations itself and to glossaries, terminology data bases, translation memories, etc. derived from it.

7.2 Right of use

The translation and the typesetting will remain the property of Ka-Ve until payment in full. Only after receipt of the full fee will the right of use be transferred to the Customer in the scope of the agreement reached.

8. Confidentiality/data protection

8.1 Ka-Ve shall treat all content received from the Customer as confidential. The content will solely be used for the purpose of processing by Ka-Ve and its legal representatives, employees, or other agents, and will not be passed on to third parties.

If particularly strict confidentiality obligations must be observed when processing an order, the Customer must expressly notify Ka-Ve of this before placing the order and, when placing the order, provide Ka-Ve with the passwords and access codes it uses.

22.09.2020

8.2 The Customer's personal data will solely be stored for the purpose of executing the contract concluded with the Customer. The data will only be passed on to third parties or otherwise disclosed if this is necessary for the purpose of executing the contract or for invoicing purposes, or if the Customer has given its consent beforehand. Personal customer data is not disclosed to other third parties. When the entire contract has been executed and the invoice settled in full, the data will be blocked so that it can no longer be used, and it will be deleted after the periods relating to tax and commercial law have lapsed. We ensure that the requirements of the GDPR (General Data Protection Regulation) are met.

8.3 Ka-Ve's data protection declaration in the version dated 16.08.18 applies. (See web page www.ka-ve.com).

9. Non-solicitation agreement

The Customer may not poach any translator, interpreter or other employee working for Ka-Ve and/or hire them as its own employee, employ them or commission them for a period of 2 years after a service has been provided. The Customer shall pay Ka-Ve a contractual penalty of € 10,000.00 for each case of violation. This does not affect the assertion of damages claims.

10. Severability clause

Should individual provisions of these Terms and Conditions be ineffective or unenforceable, or become ineffective or unenforceable after contract conclusion, this will not affect the validity of the other provisions. In this case, the invalid or unenforceable provision will be replaced by the applicable legal provisions.

11. Place of performance, jurisdiction and law

Unless otherwise agreed, the place of performance is Ka-Ve's place of business. The place of jurisdiction is Frankfurt am Main/ Germany, provided that the Customer is a business within the meaning of the law.

German law applies, to the exclusion of the United Nations Sales Law.

Bad Vilbel, 22/09/2020

Ka-Ve Kalla & Verboonen-Deuster GbR