



## **Standard Terms and Conditions for language services commissioned by LÓPEZ-EBRI Fachübersetzungen GmbH**

### **Preamble**

LÓPEZ-EBRI Fachübersetzungen GmbH, hereinafter referred to as “LÓPEZ-EBRI”, is a translation company with a quality management system certified to ISO 9001 and ISO 17100. At various stages of the translation, revision and/or review process, work is commissioned from external language service providers (“Translator/Reviser”). The business relationship between LÓPEZ-EBRI and the Translator/Reviser is subject to the terms and conditions set out below.

### **1. Commissioning**

#### **1.1.**

Language services are always commissioned in writing. The commission includes binding instructions on the work to be performed, delivery deadlines and price calculation. Verbal agreements of any kind must be confirmed in writing.

#### **1.2.**

The Translator/Reviser undertakes to carry out the commission in accordance with the work instructions provided and to exercise the necessary care and attention.

### **2. Deadlines and late delivery**

#### **2.1.**

The delivery deadlines agreed between LÓPEZ-EBRI and the Translator/Reviser are binding and must be adhered to under all circumstances.

#### **2.2.**

If the Translator/Reviser fails to meet agreed deadlines, he/she shall be deemed in default without LÓPEZ-EBRI being required to give written notification of this. In the event of default, LÓPEZ-EBRI is entitled to charge the Translator/Reviser for any additional costs or losses incurred as a result.

#### **2.3.**

The Translator/Reviser shall not be deemed in default if the late delivery is attributable to reasons for which the Translator is not responsible.

### **3. Right of utilisation**

Subject to the condition precedent of full payment of the Translator/Reviser’s fee by LÓPEZ-EBRI, the Translator/Reviser assigns to LÓPEZ-EBRI for an indefinite period the exclusive and irrevocable right to utilise the work supplied, within the meaning of §§ 15-22 UrhG (German Copyright Law).



#### **4. Invoicing**

It is not necessary for the Translator/Reviser to issue an invoice, as he/she shall receive a payment advice ("Gutschrift") from LÓPEZ-EBRI (see 4.1):

##### **4.1.**

The Translator/Reviser shall receive a numbered credit advice, sent by post on the 15th of each calendar month, in which all the commissions completed in the previous calendar month, including the respective commission number and the fee paid, are listed. The credit advice contains all the relevant accounting details and is recognised for tax purposes without the Translator/Reviser being required to issue individual invoices.

#### **5. Terms of payment**

The total amount indicated in the credit advice specified in 4.1. for the services provided during the preceding calendar month shall be transferred to the Translator/Reviser's bank account on the same date as the credit advice is sent.

#### **6. Contractual confidentiality**

##### **6.1.**

The Translator/Reviser shall maintain absolute confidentiality concerning the content of the commissions which he/she receives and concerning other aspects of the work relationship with LÓPEZ-EBRI.

##### **6.2.**

The Translator/Reviser is not permitted to cite or use LÓPEZ-EBRI Fachübersetzungen, whose name is a registered trademark, as a reference.

##### **6.3.**

The Translator/Reviser is also strictly forbidden to mention the name of any customer of LÓPEZ-EBRI.

#### **7. Customer protection**

The Translator/Reviser is not permitted to contact any customer of LÓPEZ-EBRI directly, including for the purpose of requesting reference material or information in connection with the commission. The latter is the sole responsibility of the QM Department at LÓPEZ-EBRI Fachübersetzungen GmbH, whose staff are available for the Translator/Reviser to consult regarding such matters.

#### **8. Severability**

If any part of these Standard Terms and Conditions is deemed void or unenforceable, the other terms shall remain in full force and effect.



## **9. Legal venue**

The contract and other business relations between LÓPEZ-EBRI Fachübersetzungen GmbH and the Translator/Reviser are exclusively subject to German law. The agreed legal venue and place of fulfilment is Bremen.