

## **EUROLINGUA General Terms and Conditions – Interpretation Services**

1. By accepting the offer submitted by EUROLINGUA/Heike Schomburg, the Client hires EUROLINGUA/Heike Schomburg to provide interpretation services for the languages, conferences, and times stipulated in the respective offer (quotation).
2. As stipulated in the offer (quotation), the interpreters are hired for consecutive/simultaneous/liaison interpretation. EUROLINGUA/Heike Schomburg and the interpreters shall only owe services in the agreed languages as stipulated in the offer.
3. Compensation
  - 3.1. The Client undertakes to compensate EUROLINGUA/Heike Schomburg for the agreed services and to pay the full amount as stipulated in the offer; claims for additional compensation and expenses are reserved.

The compensation is stipulated net plus the applicable VAT.

Furthermore, the Client shall compensate EUROLINGUA/Heike Schomburg for any expenses incurred relative to the services rendered (e.g. travel expenses, accommodation for all interpreters hired).

The agreed compensation covers a time on duty of 8 hours (see No. 1). The compensation is due even if the Client does not make use of the agreed interpretation services on site.
  - 3.2. In cases where the interpreters are on duty for a period exceeding 8 hours, they are entitled to receive an additional compensation. The amount of such additional compensation shall be calculated as a share of the respective daily rate as stipulated in 3.1.
  - 3.3. EUROLINGUA/Heike Schomburg shall also be entitled to claim additional compensation in cases where an extensive briefing session is held upon the Client's request.

The regular compensation agreed (3.1.) shall only cover the time starting 1 hour prior to the beginning of the conference to the end of the conference. In cases where a briefing session is held on a day other than the conference day, EUROLINGUA/Heike Schomburg shall be entitled to charge an additional compensation per interpreter amounting to the daily rate stipulated in the offer. A briefing session shall only be considered included and paid for if it is held on the conference day within the agreed time frame.
  - 3.4. EUROLINGUA/Heike Schomburg shall be entitled to additional compensation in cases where traveling is required on the conference day and the interpreters' active time exceeds 12 hours, even if interpretation time does not exceed 8 hours. Such additional compensation shall be payable per interpreter.
  - 3.5. In no case shall the interpreters be required to be on duty for more than 12 hours per day, not even in cases where an additional compensation is paid.
  - 3.6. In case the Client cancels or postpones the agreed date, EUROLINGUA/Heike Schomburg is entitled to the full compensation agreed payable by the Client.

- 3.7. In cases where interpretation services are required for considerably less than 8 hours and this situation being beyond EUROLINGUA/Heike Schomburg's control, the Client shall nevertheless pay to EUROLINGUA/Heike Schomburg the full compensation agreed.
- 3.8. EUROLINGUA/Heike Schomburg is entitled to request an advance payment by the Client amounting to 50% of the agreed compensation payable to EUROLINGUA/Heike Schomburg's account (IBAN: DE45 2545 0110 0126 0217 40, BIC: NOLA DE 21 SWB) no later than 10 days prior to the conference. In case an advance payment is agreed upon but not effected in due time, EUROLINGUA/Heike Schomburg shall be entitled to refuse services or withdraw from the contract as may be deemed appropriate.
- 3.9. The agreed compensation shall be due immediately after services are rendered, however, no later than at the end of the stipulated conference day. The Client shall be considered in arrears if he fails to pay the compensation upon receipt of a reminder submitted after the date when the amount was due for payment. Irrespective thereof, the Client shall be considered to be in arrears if he fails to pay the compensation on the calendar day stipulated in the contract or invoice, respectively. The legal provision whereby the Client is automatically in arrears 30 days upon receipt of the invoice shall remain unaffected.

EUROLINGUA/Heike Schomburg is entitled to charge a fee of EUR 10.00 flat for each reminder sent to the Client. Formal evidence shall not be required.

In case of such default on the part of the Client, EUROLINGUA/Heike Schomburg shall be entitled to charge interest on arrears amounting to 8% above the respective base interest rate. EUROLINGUA/Heike Schomburg may even charge a higher interest rate if evidence is provided that EUROLINGUA/Heike Schomburg permanently utilizes overdraft facilities at a higher interest rate amounting at least to the compensation claimed.
4. EUROLINGUA/Heike Schomburg shall be the only contact to the Client regarding the contractual relationship, issues relative to the execution of the order and any other relevant coordination thereof. The Client undertakes not to contact the interpreters directly. Any arrangements or agreements made with the interpreters directly shall not be binding upon EUROLINGUA/Heike Schomburg.
5. EUROLINGUA/Heike Schomburg shall not be responsible for the outcome of the conference intended or desired by the Client.
6. When choosing interpreters, EUROLINGUA/Heike Schomburg shall only be liable for intent or gross negligence. EUROLINGUA/Heike Schomburg shall be free in choosing interpreters and is entitled to exchange interpreters any time even if the interpreters are already known to the Client by name.
7. The interpreters shall not be obliged to test interpret.
8. The Client undertakes to inform EUROLINGUA/Heike Schomburg upon acceptance of the offer whether services shall be rendered by way of simultaneous or consecutive interpretation. The Client shall not be entitled to unilaterally choose the interpretation method on the conference day. The interpreters shall not be obliged to follow such

- a request as made by the Client unless it is submitted in due time.
9. In cases where EUROLINGUA/Heike Schomburg provides technical equipment within the framework of a contractual agreement on behalf of the Client (e.g. interpretation booths, portable interpretation systems etc.) EUROLINGUA/Heike Schomburg shall not be liable for the due functioning of such technical equipment. To the extent that EUROLINGUA/Heike Schomburg has any claims against the supplier of such equipment, EUROLINGUA/Heike Schomburg shall assign such claims to the Client. The Client shall reimburse EUROLINGUA/Heike Schomburg for any expenses incurred.

In case of loss of or damage to the above equipment (in particular headsets and receivers) EUROLINGUA/Heike Schomburg shall be entitled to compensation payable by the CLIENT up to the amount charged by the provider of the technical equipment. EUROLINGUA/Heike Schomburg in this case has a right of recourse versus the CLIENT. This shall not apply in cases where such loss or damage is caused by intent or gross negligence on the part of EUROLINGUA/Heike Schomburg.
  10. EUROLINGUA/Heike Schomburg shall be released from the obligation to perform in cases where the workplace provided to the interpreters by the Client (e.g. the interpretation booth) does not correspond to common standards, especially the German DIN standards.
  11. The Parties agree that sufficient breaks shall be granted to the interpreters subject to the international rules as drafted by the AIIC organisation. In cases where interpretation time exceeds 40 minutes, 2 interpreters are required.
  12. The Client undertakes to position the interpreters' booth suitable to allow for eye contact with the respective speaker. A screen provided is no adequate substitute for eye contact.

In cases where portable interpretation systems are used, the workspace of the interpreters shall be close to the speaker and suitable for interpreters to follow.
  13. EUROLINGUA/Heike Schomburg shall not be liable for the correct rendition of content in the stipulated language(s).
  14. EUROLINGUA/Heike Schomburg and the interpreters shall only owe interpretation services as stipulated and agreed upon in the contract or the offer, respectively. They shall not be obliged to translate written documents during the breaks or any other time during the conference.
  15. The copyright of EUROLINGUA/Heike Schomburg and the respective interpreters is explicitly reserved.

The Client is not entitled to request recording of interpretation without EUROLINGUA/Heike Schomburg's approval. The Client shall make sure to prevent such recording including any recording done by any third party.

In cases where EUROLINGUA/Heike Schomburg approves of recording, an additional compensation amounting to 50% of the daily rate stipulated in 3.1. shall be payable in addition. The Client undertakes to pay this additional compensation even if recording is done without EUROLINGUA/Heike Schomburg's approval or awareness.
  16. The Parties agree that films and video clips are generally not suitable for interpretation. The Client undertakes to notify EUROLINGUA/Heike Schomburg prior to the conference day if interpretation of films and video clips is requested.

It shall be within EUROLINGUA/Heike Schomburg's discretion whether interpretation is rendered on the basis of films and video clips. In any case the Client shall make sure that the respective material can be reviewed by EUROLINGUA/Heike Schomburg/the interpreters in advance and sound be transmitted directly into the interpretation booth with sufficient volume.
  17. The Client shall not be entitled to use the interpretation booth or allow use or put it at the disposal of any unauthorised third party. This explicitly includes use of the booth as a cloakroom, telephone booth etc. The interpreters shall not be obliged to place the interpretation system at the disposal of any third party. If the Client fails to meet this requirement, EUROLINGUA/Heike Schomburg/the interpreters shall be entitled to refuse interpretation services. In this case the Client shall nevertheless be obliged to pay the agreed compensation.
  18. The Client undertakes to arrange for accommodation and catering for the interpreters and to pay for their travel expenses (First Class train ticket or Economy Class flight within Germany, Business Class flight abroad).

EUROLINGUA/Heike Schomburg shall be entitled to charge an additional compensation for long haul and overseas trips. This shall explicitly apply in cases where travels on the conference day are unreasonable as e.g. interpreters have to get up in the night to allow for arrival on time. In such case the duration of interpretation time on site shall be irrelevant.
  19. The Client shall not be entitled to request surrender of any notes made by the interpreters during interpretation or a written summary. Interpretation services shall only comprise an oral rendition of presentations held in the agreed language(s) based on meaning.
  20. EUROLINGUA/Heike Schomburg undertakes to keep confidential any information relative to the Client that may be disclosed to EUROLINGUA/Heike Schomburg in relation to interpretation services.
  21. In cases where the Client is a legal entity consisting of several individuals, each of such individuals shall be considered authorised to receive notifications and accept services as performance in the capacity of an authorised agent.
  22. Unless otherwise agreed, the legal venue shall be Munich/Germany.
  23. The content of agreement shall only include the provisions in these Terms and Conditions and any other written agreements made between the Parties.
  23. In case of any discrepancies or disputes arising from the present Terms and Conditions, the German text shall prevail.