

General terms and conditions of business

1. Scope

These general terms and conditions of business shall apply to all orders that clients place with “apoint Übersetzungen Ltd liab. Co” (referred to hereinafter as “apoint”). Any other specific terms and conditions that the client and apoint may have negotiated shall, however, have priority. Such specific terms and conditions shall only apply if made in writing.

The client, in placing an order with apoint, recognizes these general terms and conditions of business as binding.

If any provision or any part of any provision in these general terms and conditions of business for any reason is found to be or becomes partly or wholly invalid, this will not affect the validity of other parts of the particular provision or other provisions, which shall all remain fully effective. In this event such invalid provision shall be replaced with a version which is formally valid and which most closely approximates to the original in terms of content and purpose.

2. Calculation of fees

Our fees for translation are normally based on our rate per standard line. The standard line for our purposes comprises 55 keystrokes including spaces. We count the number of keystrokes in the target text. If the number of lines cannot be counted in this way, e.g. certain special types of document, we charge for translation work at an hourly rate. We also charge an hourly rate for proofing, adapting, and editing texts and for consultation. Our minimum charge per order is CHF 20.

3. Rates

Orders will be invoiced according to the rates applicable at the time the order is placed. We reserve the right to modify our rates as and when we see fit. Special rates deviating from our standard rates may in special cases be negotiated and agreed with the client. Our price structure is based on the recommendations of the Dolmetscher- und Übersetzervereinigung (DÜV) (Interpreters’ and Translators’ Association).

4. Receipt and confirmation of orders

Translation orders can be submitted to apoint by e-mail, telephone, post, or fax. Apoint will confirm receipt of the order by e-mail, telephone, or fax. It is only with this confirmation that apoint actually accepts the order as binding.

5. Involving the client

The client shall make available to apoint any documentation and reference material, e.g. older versions in the target language or glossaries, that apoint may consider necessary in order to duly complete the order.

6. Certification

Apoin can, if the client so requests, have its translations of official documents and deeds officially certified. In this case the client will be billed additionally for the stamp fee and a certification fee (visit to the certification office).

7. Subcontracting to third parties

Apoint reserves the right to subcontract translation orders (in particular for languages that apoint itself does not offer). In such cases apoint shall only be liable for carefully selecting and instructing the subcontracted party.

8. Requests for special presentation

Presentation of the target text will normally be based on that of the source text. If, however, the client prefers the target text to be presented in some special way or if the task of formatting the target text, given the poor layout and formatting of the source text, is excessively time-consuming, this additional work will be billed either at an hourly rate or with a fixed surcharge for special presentation.

9. Delivery deadlines

The completed order will usually be delivered to the e-mail address specified by the client. Any other form of delivery, e.g. next-day delivery, courier, fax, or collection in person by the client, must be explicitly requested by the client and agreed in advance with apoint. Apoint will invoice the client for any postal or courier costs at cost price.

The required delivery deadline must be specified by the client when placing the order and must be accepted by apoint when confirming the order. If the degree of difficulty, the volume of text, or time-consuming formatting makes it impossible to deliver on schedule, apoint reserves the right to negotiate an appropriate extension with the client.

10. Copyright

The target text shall remain the property of apoint until the invoice has been duly settled in full.

The client shall indemnify apoint against any copyright claims referring to the target text.

11. Complaints / liability

The client may complain about the target text within the period of one week after delivery. Any complaint must be made in writing. In such event apoint agrees to rework the text free-of-charge and by an appropriate deadline. If the client does not give apoint this opportunity to rework the text apoint shall not be liable for any loss or damage unless it can be proved that apoint acted wilfully or with gross negligence.

If the client makes any alteration to a text delivered by apoint all liability on the part of apoint shall cease immediately.

Apoint shall be liable for any loss or damage which can be proved to be the direct result of apoint failing to complete the order correctly; such liability shall be subject to a maximum equal to the value of the order in question.

12. Confidentiality

Apoint and any third party that apoint may have subcontracted shall treat all orders as strictly confidential.

13. Force majeure

ApoinT accepts no liability for any loss or damage that can be attributed to “force majeure”, e.g. power failure, communications or transmission interruptions, or natural events.

14. Terms of payment

All invoices issued by ApoinT shall be due for payment net within 30 days. ApoinT reserves the right to request payment in advance.

15. Cancellation

A client wishing to cancel an order is requested to do so at the earliest possible opportunity. Any work completed up until the moment the order is cancelled will be invoiced according to the applicable rates.

16. Venue for jurisdiction / Applicable law

Venue for jurisdiction for any disputes arising from the contractual relationship shall be Sursee, Switzerland. Swiss law shall apply.

17. Original text

These general terms and conditions of business are available in the German original and in Dutch, English, and French translations. In case of doubt the original German version shall be decisive.