



Übersetzungen – Korrektorat – Redaktion | Traductions – Correctorat – Rédaction

General terms and conditions (GTC)

All orders accepted and carried out by **SCRiBE** are subject to the following terms and conditions.

I. Placing of orders

Orders are deemed accepted when **SCRiBE** confirms such in writing (by email).

When placing an order, the customer shall give as detailed instructions as possible relating to the performance and delivery of the work: source and target language(s) of the translation, requested delivery date, requirements regarding document format, target audience, etc.

For certified translations, we need either the original documents or an officially certified copy thereof.

SCRiBE reserves the right to reject orders which we cannot perform due to delivery date, capacity or other reasons or which relate to unacceptable or unlawful texts.

II. Completion of orders

SCRiBE undertakes to perform the order in accordance with industry standards and our own commitment to exceptional quality within the specified time period.

Translations intended for publication must always be submitted to **SCRiBE** before printing ("printing approval"); otherwise, **SCRiBE** cannot be made liable for possible errors in the translated document. The primary and ultimate responsibility remains with the customer.

SCRiBE may withdraw from the order within seven days of receipt, if it is not possible to deliver the translation according to **SCRiBE**'s quality standards due to difficulty or length of the text, or if the order cannot be performed as a consequence of illness, accident or act of God. An order is deemed completed when it has left the email program of **SCRiBE** (or, in case of certified translations, has been dispatched by post).

SCRiBE cannot be held responsible if, for technical or other reasons, the translation does not reach the customer's email account. Furthermore, we cannot be held responsible for delays caused by technical malfunctions.

III. Pricing policy

The rates for translations, proofreading and other services can be found on the **SCRiBE** website. In case of deviations, the German-language website is binding. Prices do not include the statutory value-added tax at the date of the order. **SCRiBE** reserves the right to charge an express surcharge for urgent orders and/or to apply a quality reser-

vation. Deviations of up to 10% may occur on offers submitted in writing.

IV. Invoicing

Our invoices must be paid immediately or within 30 days of receipt. If an advance payment has been agreed for more extensive work, it will be noted on the invoice accordingly. If the customer wishes to deduct **SCRiBE** vouchers or special discounts, they must notify **SCRiBE** in writing before the invoice has been issued and return the corresponding voucher. Only one voucher per invoice may be used.

Should the customer be in default of payment, they will be notified by **SCRiBE**, if the payment is further delayed, **SCRiBE** will charge the customer a reminder fee of CHF 40.00 per reminder.

V. Due diligence / complaints

If the customer wishes to assert any deficiencies in the agreed service, they shall report this within 14 days upon receipt in writing, specifying the reasons; if they fail to comply with this deadline, they cannot subsequently claim any reduction of the invoice or indemnity.

If the customer is not satisfied with the agreed service, they can request a correction from **SCRiBE** within a determined period. If the supplementary amendments are not accepted, the customer and **SCRiBE** will attempt to agree on the further procedure. Possible further steps are:

- a) The order is deemed fulfilled, but **SCRiBE** grants a special discount on the basis of the unfulfilled expectations of the customer.
- b) **SCRiBE** and the customer are unable to agree on the quality of the delivered performance; a third, technically qualified person who is not involved in the contract will be engaged to re-assess the performance. The result of this analysis will be communicated to the customer in writing. If it appears that the service provided by **SCRiBE** does not meet the industry standards, the invoice issued (to the customer) will be adjusted downwards by **SCRiBE**.
- c) The customer mandates, at their own expense, a neutral third party to assess the unsatisfactory performance, and reports the result to **SCRiBE** in writing; depending on the outcome, **SCRiBE** will or will not adjust the invoice issued (to the customer) downwards.



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If the parties do not come to an agreement, each party is entitled to take legal action. Regardless of the damage suffered by the customer, the customer has in no case any right to claim damages from SCRiBE. No liability is assumed for errors in translations, which were caused by the customer's inaccurate or incomplete information or incorrect source texts. This also applies to illegible words and numbers in certificates or similar documents.

SCRiBE shall not be liable for the loss of any submitted documents in case of theft, fire, or act of God, nor for the loss thereof during the transmission by means of electronic or postal communication.

If claims against SCRiBE are not reported within 14 days, they shall become time-barred within one year.

VI. Confidentiality

The agency SCRiBE is obliged to maintain strict confidentiality about the content of the documents received. These documents are stored electronically for the purpose of further customer relationship management.

VII. Cancellation

If a translation order is cancelled or postponed by the customer, the customer owes the remuneration of all work and expenses incurred until the date of cancellation or postponement.

VIII. Jurisdiction

The sole place of jurisdiction for all disputes is Biel-Bienne. Any order placed with SCRiBE is subject to Swiss law.

Biel, November 2023