



General Purchasing Terms and Conditions for Translation Services, General Procurement Division (version: 01/06/2018)



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1 Scope

These terms and conditions apply to the provision of translation services, i.e. the written transfer of a text from the source language to the target language.

2 Validity of the contractual conditions/contractual elements

2.1

These conditions shall supplement

- The MAN General Terms and Conditions of Purchase, General Procurement Division.

2.2

The contractual elements shall appear in the following order, as far as available and not otherwise agreed:

2.2.1

- The MAN order letter

2.2.2

- The minutes of negotiation meetings in chronological order

2.2.3

- These Terms and Conditions of Purchase

2.2.4

- The MAN General Terms and Conditions of Purchase, General Procurement Division

2.2.5

- The MAN operational resources specifications

2.2.6

- The service request or service description (with particular, but not exclusive reference to the specifications) issued by MAN

2.2.7

- The relevant generally recognised rules for translations, if necessary supplemented by the specific regulations for technical translations.

3 Verification obligations of the contracting party

As far as possible and reasonable for the contracting party based on its own expertise, it shall be obliged to report separately to MAN any omissions, errors, ambiguities or similar present, in its view, in the translation document. The contracting party may correct such omissions, errors, ambiguities or similar that it has noticed, after consultation with the foreign languages management team.

4 Performance of the translation service

4.1

The contracting party shall be obliged to provide a stylistically faultless, error-free translation that remains true to the original. Section 3 of these terms and conditions shall also apply.

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4.2

The contracting party shall be obliged to provide the translation in full within the agreed period or by the agreed time. If no period or delivery deadline has been agreed and none is apparent from the other agreements between the parties, the contracting party shall be obliged to provide the translation in full within a reasonable period.

4.3

The contracting party shall be obliged to treat all facts and other circumstances of which it becomes aware in connection with its activities for MAN with the strictest of confidence. In particular, the contracting party must not make any information concerning commercial or technical details, developments, trials, new products or plans accessible to third parties.

The contracting party shall ensure by means of suitable and separate agreements with all its employees that they also comply with the duty of confidentiality in accordance with the aforementioned regulations.

4.4

Without the separate written consent of MAN, the contracting party must not forward to third parties, any documentation provided for whatever reason by MAN. The contracting party shall ensure by means of separate, suitable agreements with its employees that they also comply with the aforementioned obligation. At the latest after completion of the translation services, all documentation provided by MAN must be returned to MAN without it having to be requested.

5 Copyright

In the event that copyrights are generated as a result of the translation service provided by the contracting party, the contracting party shall grant MAN the exclusive right to use the translation to the full extent as determined by the purpose of the translation. If translations are carried out using translation memories, these translation memories shall become the property of MAN. The contracting party shall be obliged to immediately transfer possession of the translation memories for the benefit of MAN.

MAN shall have the unlimited right to change or supplement the translations or to use excerpts from the translations. Furthermore, MAN shall be entitled to transfer or grant its full right of use to third parties, with or without charge.

6 Contractual penalty

If the contracting party culpably violates its duty of confidentiality set out in Section 4.3 and 4.4, it shall incur a contractual penalty for each instance of violation of the duty of confidentiality amounting to double the fee for the translation service concerned. MAN shall be entitled to assert claims for further damages against the contracting party, taking into account the contractual penalty incurred.

7 Fees

7.1

The contracting party's fee is determined based on the regulations of the separate fee agreement.

7.2

If no separate fee agreement has been made pursuant to Section 7.1, the text line within the translation shall be taken as the basis for calculating the fee. The text line consists of between 50 and 55 keystrokes. Partial lines shall be counted as full lines. In the event that it proves impossible to calculate the fee on a line basis, the calculation shall be carried out on a word basis.

If the separate fee agreement pursuant to Section 7.1 stipulates that the fee is to be calculated on a page basis and the separate fee agreement does not provide any specifications regarding the number of lines per page, an A4 page shall be deemed to contain 25 lines.



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8 Acceptance

The translation service provided by the contracting party shall be accepted if it meets the requirements set out in Section 4.1 and 4.2.

9 Liability for defects

The contracting party's liability for defects is based on the legal regulations. The period of limitation regarding claims for defects shall be three years.

10 Place of performance

The place of performance for the contracting party's obligations shall be the place specified in the service request or the minutes of negotiation meetings.

If a place of performance is not expressly specified in this way and cannot be inferred from the agreements between the parties, Munich shall be deemed to be the place of performance.