

General terms and conditions of purchase for interpreting services, VW AG / general purchasing division (current as of 01.05.2018)

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General terms and conditions of purchase for interpreting services, VW AG / general purchasing division (current as of 01.05.2018)

1. Scope of application

These terms and conditions shall apply to interpreting services, i.e. to the verbal translation of a spoken or read text from a source language to a target language.

2. Validity of the contractual conditions / contractual elements

2.1

These conditions shall supplement the general terms and conditions of purchase, VW AG / general purchasing division.

2.2

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

2.2.1

- the VW order description

2.2.2

- the negotiation records in chronological order

2.2.3

- these terms and conditions of purchase

2.2.4

- the general terms and conditions of purchase / general purchasing

2.2.5

- the operational resources guidelines 1.01

2.2.6

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

2.2.7

- the relevant generally recognised rules and formalities observed during the provision of interpreting services.

3. Contractual partner's verification obligation

The contractual partner shall be obliged to advise the responsible superiors of any omissions, errors, ambiguities or similar and to create clarity as regards the content to be interpreted by querying the above, this as far as possible.

4. Execution of the interpreting services

4.1

The contractual partner shall be obliged to provide an accurate verbal translation of the spoken or read text from the source language to the target language, this in terms of its language and content. The contractual partner shall hereby work to the best of its knowledge and ability, and shall also observe the principles of due care and diligence as far as possible.

4.2

The contractual partner shall be obliged to treat all facts and other circumstances of which it becomes aware in conjunction with its activities for VW with the strictest of confidence. In particular, the contractual partner may not make any information regarding commercial or technical details, developments, experiments, remanufactures and designs available to third parties under any circumstances.

The contractual partner shall be obliged to ensure that all its employees observe the obligation to secrecy in accordance with the aforementioned provisions, this via suitable and separate agreements.

4.3

The contractual partner may not pass on documentation placed at its disposal by VW to third parties under any circumstances without obtaining VW's express prior consent. The contractual partner shall ensure that its employees

also observe the above obligation, this via separate, suitable agreements.

The contractual partner shall be obliged to return all documentation placed at its disposal by VW to the latter's premises without being asked, this after the conclusion of the interpreting services in question at the latest.

5. Copyright

In the event that copy rights are generated as a result of the interpreting services provided by the contractual partner or a recording of the same, the contractual partner shall be obliged to transfer the exclusive usage rights pertaining to the entire scope of the commissioned interpreting services to VW.

VW shall be entitled to transfer or pass on its full usage rights to third parties in return for payment or gratuitously, this as it sees fit.

6. Contractual penalty

In the event that the contractual partner violates its obligations to secrecy in accordance with figures 4.2 and 4.3, above, it shall be obliged to pay a contractual penalty amounting to double the fee for the interpreting service involved in this neglect of duty as a result of the said breach. VW shall be entitled to assert additional damage claims against the contractual partner by off-setting the contractual penalty imposed.

7. Remuneration

7.1

The remuneration received by the contractual partner shall be paid in accordance with the provisions stipulated by the separate fee agreement.

7.2

The contractual partner shall be entitled to a recording fee in the event that the

interpreting service in question is recorded for public media purposes. In the event that this recording fee is not agreed separately, it shall amount to half of a daily interpreting fee.

7.3

In the event that an accepted commission is cancelled within 6 weeks of the start date, the interpreter shall be entitled to receive payment in the event that he or she was unable to find an alternative commission despite endeavouring to do so. The contractual partner shall be obliged to submit a concrete written payment claim to VW (one claim for each commission cancelled) in the wake of any cancellation within two weeks of the expiry of the original commission. A signed copy of the contract should be returned to VW despite the said cancellation. The fee for (pro-rata) cancelled days shall equate to (a maximum of) the agreed daily fee for the cancelled day(s). In the event of cancellations made earlier than 6 weeks prior to the commission's start date, VW shall only reimburse the contractual partner for the inevitable costs directly associated with the assignment of the commission in question; a cancellation fee shall not be paid in this instance.

8. Liability

The contractual partner shall be liable in accordance with the applicable legal regulations.

9. Place of performance

The place of performance as regards the contractual partner's obligations shall be the location specified in the order description.