

General Terms and Conditions

(Last updated: 2010)

1. Applicability

- 1.1. These General Terms and Conditions apply to contracts between the Translator and his Clients (hereafter referred to as "Client" or "Clients"), unless arrangements to the contrary have been expressly agreed upon or are required by law.
- 1.2. The Translator is not bound by the Client's General Terms and Conditions, unless the Translator expressly acknowledges them in writing.

2. Provision of information

- 2.1. When placing an order, the Client is required to inform the Translator sufficiently ahead of time of any particular requirements regarding the execution of the translation (e.g. delivery format, number of copies, publication standard, layout etc.). The intended purpose of the translation is to be specified. If a translation is intended for publication, the Client shall submit a typeset proof of the translation to the Translator before printing.
- 2.2. The Client is required to provide the Translator in a timely manner with any information and documentation required to prepare the translation (such as Client's glossaries, illustrations, drawings, tables, abbreviations, prior translations etc.).
- 2.3. Expenses for mistakes which result from the Client's failure to comply with his/her duties shall be borne by the Client.

3. Execution of translations and remedy of defects

- 3.1. The Translator shall execute the translation carefully and in accordance with the principles of good professional practice (i.e. to the best of his ability, knowledge and beliefs). Should the Client fail to provide documents or to detail specific instructions, technical terms will be translated into a lexically justifiable and generally understood version.
- 3.2. The Translator is not responsible for translation defects which are attributable to badly legible, inaccurate or incomplete source texts or to erroneous terminology provided by the Client.
- 3.3. The entitlement to corrective measures is excluded if the notice of defects is not received within two weeks of receipt of the completed translation.
- 3.4. If no other agreement has been made, statutory warranty rights shall come into force in cases where the Translator fails to deliver a correction of his translation defects.

- 3.5. Delivery deadlines are agreed upon when an order is placed. These deadlines are binding. The Translator is not considered in default of his duties if a delivery deadline cannot be met due to circumstances outside of his control. Delivery deadlines and fees are to be renegotiated if changes are made to the contract matter. The Translator is authorised to withdraw from the contract or to request an appropriate deadline extension if the failure to meet a delivery deadline arises due to force majeure. Further rights, in particular claims for damages, are excluded in such cases.

4. Liability

- 4.1. The Translator is liable up to a reasonable amount for damage caused by gross negligence and intent. Liability for damage caused by slight negligence is only accepted for infringements of duties arising from substantial provisions of the contract.
- 4.2. With the exception of original certificates, liability for damage to or loss of materials provided by the Client is excluded. The Client has to provide for a sufficient back-up copy of his/her data.

5. Professional confidentiality

The Translator is bound to professional secrecy in respect to any information, documents or facts relating to all translation orders.

6. Remuneration and calculation of prices

- 6.1. The prices for translation orders are calculated on the basis of the amount of standard lines in the source text. A standard line is classified as comprising 55 characters (including spaces).
- 6.2. Payment is due within 14 days of receipt of the completed translation.
- 6.3. In addition to the agreed upon fees, the Translator is entitled to reimbursement of actual expenses incurred. Correction work is calculated according to complexity and time required to complete the corrections. With large orders, the Translator may request an advance payment, if such a payment is necessary for the execution of the translation. The Translator can make the delivery of his translation contingent upon the prior payment of his entire fee.
- 6.4. If the Client and the Translator do not agree upon the amount of the fee in advance, the Client shall pay the Translator appropriate remuneration according to the difficulty of the executed translation. In such cases, the rates specified in the German Court Payment and Reimbursement Act (Justizvergütungs- und Entschädigungsgesetz - JVEG) shall be considered as minimal rates in respect to the translation fee.

7. Reservation of proprietary rights and copyright

- 7.1. The translation remains property of the Translator until full payment has been received. Until this point, the Client has no right of use. The Client can only use the translation once payment in full has been received.
- 7.2. The Translator remains the owner of the copyright of the translation.

8. Termination of contract

If a justifiable reason is cited, the Client may cancel the contract at any time prior to completion of the translation. The cancellation is only effective if provided for in written form. The right to damages in respect to loss of earnings to the amount of the contract value remains reserved.

9. Applicable law

- 9.1. Within the framework of the present contract, all translation orders and any claims arising from such are governed by German law. The courts of Berlin shall have exclusive jurisdiction.
- 9.2. If some individual provisions of these General Terms and Conditions are rendered void or invalid, the validity of the remaining provisions remains unaffected.

In the event of any discrepancies between the German and English language versions of these General Terms and Conditions, the German language version shall apply.