

General Terms and Conditions (GTCs) Translation (Twostep Translations)

Scope

These General Terms and Conditions shall apply to all contracts between the supplier and the client unless stipulated otherwise between the parties or by law. These Terms and Conditions are accepted by the client upon confirmation of an order and shall remain valid for the entire business relationship.

Placing of orders

Translation orders shall be placed in writing. A translation order shall only be valid if the client has agreed, in writing, to these terms and conditions and if the supplier has confirmed this (usually via email).

Client's obligation to cooperate and provide relevant information

The client shall indicate the use of the translation.

If the source text contains any ambiguities, the supplier reserves the right to carry out the translation to the best of their understanding or to consult with the client.

If available, the client shall, without prior request and in good time, provide the supplier with relevant information (such as glossaries with company-own terminology, previous translations with relevant terminology, images, drawings, statistics, abbreviations, etc.) which might aid the translation process. If no client-specific terminology is provided the supplier shall translate technical terms into generally known equivalents.

Execution of order and delivery

If considered expedient, the supplier shall be entitled to use third parties to carry out any part of the translation process. The supplier shall be responsible for the careful selection and supervision of third parties.

The translation will be carried out according to the principles of proper professional practice and with the utmost possible care. A translation can be expected to meet the same quality standards as the source text. However, a translation cannot be expected to exceed the quality standards of the source text as it does not fall within the supplier's responsibility to make corrections to a source text without specific request. The client shall be liable for all errors in the source text including mistakes resulting from badly legible, incorrect or incomplete source texts or from incorrect client-specific terminology.

Complaints and correction of mistakes

In the event that the client is not satisfied with the quality of the translation, the client shall lodge a formal complaint with the supplier within 2 weeks of receipt of the translation. The alleged mistake(s) must be identified in writing. All complaints shall become null and void after expiration of the 2-week period.

The client shall grant the supplier an appropriate period of time to rectify any mistakes. If the mistakes are rectified by the supplier within the agreed timeframe, the client shall not be entitled to any price reductions.

Liability

The supplier shall only be liable in cases of gross negligence. Liability in cases of slight negligence is only accepted if substantial contractual duties are neglected. The liability of the supplier shall be limited to the amount invoiced.

The supplier shall not be liable for loss or damage incurred during delivery. It falls within the client's responsibility to ensure data backup and protection.

Date of delivery

Delivery dates shall be agreed upon before final placement of the order and shall be binding upon the supplier.

Data protection

All translation assignments will be treated confidentially.

Fees and basis for the calculation of fees

The fee for a translation will be calculated after receipt and review of the source text prior to final placement of the order on the basis of volume, specialist field and degree of difficulty of the source text. The volume of the source text is based on the amount of words or standard lines in the source text. A standard line shall be defined as 55 characters including spaces.

The fee is payable within 14 days after receipt of the invoice via bank transfer. All fees are net of value added tax.

Copyright

The translation shall remain the property of the supplier until payment has been settled. The supplier shall remain the owner of the copyright to the translation.

Termination of contract

In the event that the client cancels an order without being entitled to do so by law or contract, the supplier shall be paid for the services rendered up to the date of termination.

A contract can be cancelled by the supplier if it may be expected, due to delayed payment or other circumstances, that payment will not be settled in full or within the agreed timeframe.

Force majeure, computer and server failures, computer viruses

The supplier shall not be liable if their non-performance is caused by circumstances beyond their control. If the delivery date cannot be met due to force majeure or other reasons (for example sudden illness, family emergencies, computer or server failures, etc.), the supplier shall inform the client immediately. In such cases both parties can withdraw from the contract. Services already carried out up until this point shall be paid for by the client. Further rights, especially claims for damages shall be excluded for such cases. The supplier shall not be held liable for any damage incurred by computer viruses.

Applicable law and place of jurisdiction

These terms and conditions and other business relations between the supplier and the client shall be exclusively subject to the laws of the Federal Republic of Germany. Place of jurisdiction shall be the supplier's place of residence.

Validity

In the event that individual points become legally invalid, the remaining terms and conditions shall remain binding.