



General Terms and Conditions for Translations

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General provisions

These General Terms and Conditions of business (hereinafter "TCB") apply to all current and future business transactions between Silvia Fritzsching Sprachdienstleistungen (hereinafter the "Contractor") and the Customer unless otherwise expressly agreed between the Contractor and Customer in writing or by email.

Any General Terms and Conditions published by the Customer contradicting these TCB are expressly excluded unless the Contractor has agreed to them in writing or by email.

The effectiveness of these TCB shall remain unaffected by the invalidity or ineffectiveness of individual provisions thereof. Should any of the provisions of these TCB be deemed invalid or ineffective, it shall be replaced by an effective clause that comes as close as possible to the economic intent of the original clause.

Any change or addition to these TCB must be made in writing. This includes this written form requirement.



The laws of the Federal Republic of Germany apply. Cologne is the place of jurisdiction.

These TCB are made out in German. The English version is a convenience translation. In the event of a contradiction between the German original and English translation, the German version shall prevail.

Offer

The Contractor shall prepare a written offer to the Customer based on the information provided by the Customer. A quotation marked as a general or framework offer applies to all subsequent orders placed by the Customer for the services described in the offer. It is valid until the specified expiry date or until a new offer is made.

If it is evident from the text of the offer that it applies to a specific assignment or project ("individual offer"), the offer is only valid for this assignment or project.

Individual offers are always subject to the actual volume of work involved. In the event that the text that served as the basis for preparing the offer differs from the actual text to be translated in terms of amount of text, difficulty or the actual amount of work required, the Contractor is entitled to revoke the offer.

The delivery dates stated in individual quotations are subject to prompt acceptance of the offer (order placement) by the Customer. If the delivery deadline for an assignment is more than four working days in the future, the order should generally be placed within a period of 24 hours after the submission of the offer, unless explicitly otherwise provided in the offer or cover mail/letter. If the delivery deadline is up to four days in the future, the order should generally be placed on the day the offer is submitted, unless explicitly otherwise provided in the offer or cover mail/letter. Orders for urgent (express) assignments must usually be placed within one hour after submission of the offer explicitly otherwise provided in the offer or cover mail/letter.

After expiry of the acceptance period, the Contractor can no longer guarantee the promised delivery dates.

Contract

Upon acceptance of the offer in text form (email), a contract is concluded between the Contractor and the Customer according to the conditions stated in the offer.

Execution of translations

The Contractor prepares her translations in person. If, in exceptional cases, she is unable to prepare the translation herself in full or in part, she assigns the translation to qualified fellow translators known to her and personally carries out a professional quality control of the work.



The Contractor is not entitled to certify translations, therefore translations requiring certification are passed on to qualified fellow translators.

In any event, a contractual relationship exists solely between the Customer and the Contractor. of the Customer shall exist exclusively with the Contractor.

Additional work such as checking the source text, capturing text, converting file or text formats, adaptations of texts, typesetting, printing and formatting work, or creating or maintaining terminology lists or glossaries, are not part of the contract, unless expressly agreed otherwise in writing.

If a text to be translated contains non-editable elements (such as: legends of tables, captions of graphics, etc.), these are also not part of the contract, unless expressly agreed otherwise in writing.

Confidentiality

The Contractor shall treat all Customer information and any documents or materials obtained from the Customer in the course of the contractual relationship confidentially and undertakes not to use such knowledge for any other purposes than the contractual purposes without the Customer's explicit written consent, and not to pass on any such information to third parties unless this is required by law or necessary for the fulfilment of the contract.

Passing on information to third parties for the purpose of translation in fulfilment of the contract is permitted. The Contractor undertakes to obligate any such third party to non-disclosure.

If stricter confidentiality obligations are to be observed for certain documents, the Customer must expressly notify these conditions in writing when placing the order and to provide the programs, codes and passwords to be used.

The Contractor will archive the files received from the Customer for translation and her translations in electronic format.

Delivery, delivery deadlines

The Contractor will deliver the finished translation in the same format as the original text was received, provided that the source text has been provided in an editable format. Otherwise, the translation is delivered as a Word document.

Delivery will be made by email to the email address provided by the Customer. A translation is deemed delivered when the Contractor's email server marks it as sent.

Authentications/certified translations will be delivered by regular mail to the address specified by the Customer. If the Customer requires delivery by registered letter or registered letter with return receipt, the Contractor must be notified in good time. The Contractor reserves the right to charge any shipping costs that may be incurred.



Delivery deadlines stated in individual quotations are subject to the timely placement of the written order (see "Offer"). Likewise, the stated deadlines are subject to the timely delivery of the source text in its final version.

If the Contractor is unable to comply with a specific delivery deadline that has been agreed in writing and if the Customer cannot reasonably be expected to accept a delay, the Customer shall be entitled to withdraw from the order. However, any work performed up to this point in time shall be reasonably remunerated by the Customer. The Customer is not entitled to damages.

Modification or cancellation of orders

Any major changes made by the Customer after placement of the order entitle the Contractor to adjust the price and/or delivery date for the respective order retrospectively or withdraw from the order. Any work performed up to this point shall be reasonably remunerated by the Customers. The Contractor shall provide the results of the work performed so far to the Customer but cannot warrant its quality.

Should the Contractor have reserved capacity for such an order, she is entitled to bill 50% of the agreed price for the work that has not yet been performed to the Customer.

Intellectual property and usage rights

The translation remains property of the Contractor until payment has been made in full. Until then, the Customer has no right of use. Upon full payment of the due remuneration, the Contractor shall transfer to the Customer the exclusive usage rights to the translation without limitation in terms of time, content and location.

Naming the Contractor as translator when texts translated by her are published requires the Contractor's agreement. When it is agreed that the Contractor shall be named in a publication, the final version of the translated text to be published must be made available to her for approval.

Pricing and payment

All prices are stated exclusive of applicable value added tax. Unless otherwise explicitly agreed, all prices are stated in euros. Exchange rate risks shall be borne by the Customer.

Unless otherwise explicitly agreed, translations are charged per standard line with 55 characters including spaces. Standard lines are calculated based on the source text, provided it is available in a countable format. If not, the number of standard lines is calculated in the target text. Texts that require disproportionately high amount of work, proofreading and other forms of text processing (e.g. formatting, extraction of text) are charged per hour based on the actual hours worked.

Payments must be made to the bank account stated in the invoice. Any bank or transaction fees that may be incurred are borne by the Customer.

The agreed compensation is due, unless expressly stated otherwise, net 14 days after invoice date.



Quality

The Customer must immediately check the translation for deficiencies upon delivery. Obvious faults in the translation must be reported to the Contractor immediately in writing, hidden faults immediately after their discovery.

If a written complaint is not made within 14 days at the latest, the translation shall be deemed to have been performed and accepted in accordance with the contract.

The Customer is liable for faults in the original text.

Should the translation not be compliant with the agreed requirements, the Customer shall set the Contractor a reasonable period of time to remedy the discrepancy. The Contractor is not obliged to remedy discrepancies caused by the Customer e.g. through incorrect or incomplete information, faulty source texts or changes made to the source text after placing the order without prior written agreement.

If the Contractor is duly notified of a deficiency, she has the right, at her own discretion, to either repair the translation at least twice or to create a new translation. The Customer remains obligated to accept and pay for the service rendered.

This right to repair of the translation lapses if the Customer has edited the part of the translation to which the complaint relates or has passed it on to a third party for editing, regardless of whether the Customer has subsequently delivered the product to a third party or not.

Subsequent changes to the source text do not entitle the Customer to free post-processing of the translation.

Liability

The Contractor shall only be liable for damages that are demonstrably a direct consequence of an error attributable to her. Under no circumstances is the Contractor liable for any other damages, such as consequential damages or loss of profits.

In the event of slight negligence, liability shall be limited to the invoice value of the order in question. In the event of gross negligence, liability shall be limited to twice the invoice value of the damage-causing service. In any event, the Contractor's liability is limited to a maximum of 5,000 euros. The liability limit is reduced to one third if the Customer is insured against the damage caused.

The Contractor is not liable for ambiguities in the text.

The Customer must ensure that third-party rights to the source texts exist which might prevent them from being edited, translated or passed on to third parties for translation. The translator is not under obligation to check such rights. The Customer therefore undertakes to indemnify and hold the Contractor harmless from and against any claims by third parties arising from actual or alleged infringements of rights in connection with the performance of her contract.