

## **General Terms of Contract**

### **1. Scope**

(1) These General Terms of Contract apply to contracts between the Translator and the Ordering Party in as far as other conditions are not explicitly agreed or legally compulsory.

(2) General Terms and Conditions of the Ordering Party shall only be binding if the Translator has expressly agreed to them.

### **2. Extend of the translation contracted**

Any translation shall be diligently completed according to the policies of proper professionalism. The Ordering Party receives the contractually agreed translation.

### **3. Obligation to co-operate and duty of disclosure of the Ordering Party**

(1) The Ordering Party shall duly inform the Translator in regards to the required style (designated use, submission on data medium, amount of copies required, set up of document etc.). Is the translation to be used as a print media, the Ordering Party shall duly submit a proof so the Translator is able to amend possible errors. Names and figures are to be checked by the Ordering Party.

(2) Information and documentation required for the translation are provided by the Ordering Party at time of order (terminology used by the Ordering Party, pictures, drawings, tables, abbreviations and all other terms etc.)

(3) Errors and delays resulting from non- or delayed delivery by the Ordering Party does not constitute defects by the Translator and shall not be at her expense.

(4) The Ordering Party shall be liable for the rights in regards to a text and ensures that a translation can be produced. The Ordering Party shall indemnify the Translator from respective claims by third parties.

### **4. Rights of the Ordering Party in case of defects**

(1) The Translator reserves the right to subsequent performance. The Ordering Party may initially demand rectification of the possible error contained in the translation.

(2) Any demand for subsequent performance shall be asserted stating the exact error.

(3) In case of the Translator not rectifying said error within a reasonable time or refusing rectification of error or rectification of error failed, the Ordering Party may, after hearing the contractor, request rectification by another Translator at the contractors cost, or chose between reduction of payment or the cancellation of contract. The rectification of error shall be deemed failed if the document still contains errors after multiple attempts to rectify these.

### **5. Liability**

(1) The Translator shall be liable in case of gross negligence and wilful intend. Not deemed gross negligent is any damage caused by computer and/or email transmission failures or any virus attack. To prevent such occurrences the Translator

shall take precautionary measures. Liability for slight negligence solely applies in case of violation of the primary obligation.

(2) The compensation claim by the Ordering Party against the Translator for damage caused according to no 5 (1) sentence 4 shall be limited to € 5,000. In individual cases an express agreement regarding a higher claim for damages is possible.

(3) The exemption or the limitation of the liability according to no 5 (1) and (2) shall not apply for damages of any consumer from harm to life, body and health.

(4) Claims of the Ordering Party against the Translator because of errors in the translation (§ 634a German Civil Code [BGB]) shall become time-barred within a year after acceptance of the translation, except in case of fraudulent intent.\*

*\* This provision solely applies to a conclusion of contract with a commercial enterprise.*

(5) Liability for consequential damages through errors shall be, contrary to § 634a German Civil Code [BGB] limited to the statutory limitation. § 202 section 1 German Civil Code [BGB] shall remain unaffected.

## **6. Professional Secrecy**

(1) Translator is committed to confidentiality in regards to any and all information becoming available through her work for the Ordering Party.

## **7. Involvement of Third Parties**

(1) The Translator reserves the right to use employees or to consult with competent third parties for the fulfilment of a contract.

(2) When consulting third parties the Translator shall ensure that such parties are committed to confidentiality according to no 6.

## **8. Remuneration**

(1) Unless agreed otherwise all invoices are due and payable immediately without deduction.

(2) All prices are net prices plus current statutory VAT.

(3) Besides the agreed fee the Translator reserves the right of reimbursement of accrued expenditure agreed with the Ordering Party. VAT, if statutory applicable, is charged. The Translator may, in case of extensive translations, claim advance payments. The Translator may also agree in writing to hand over against cash with the Ordering Party.

(4) If remuneration is not agreed, an adequate and customary fee for the manner and complexity of the translation is owed. This fee shall not be below the applicable rates of the Justizvergütungs- und entschädigungsgesetzes (JVEG) [Judicial Allowance and Compensation Act]

## **9. Retention of Title and Copy Right**

(1) The translation remains the property of the Translator until full payment has been effected. Until such time the Ordering Party shall not have any right of use.

(2) The Translator reserves copy right.

#### **10. Right of Rescission**

In as far as a translation contract was granted due to the Translator having offered a translation via the internet, the Ordering Party relinquishes any possibly existing right of withdrawal in case of the Translator having already begun work on the translation and having informed the Ordering Party thereof.

#### **11. Applicable Law**

(1) German law applies to the contract and all subsequent claims.

(2) Contractual language is German.

#### **12. Severability**

Should one or more of the agreements of any contract become invalid, in whole or in part, it shall not affect applicability of the remaining provisions. The Parties agree that any such invalid provision shall be replaced with such valid provision that comes closest to the economic intent and the purpose of such invalid provisions of this contract.

#### **13. Changes and Amendments**

Any changes or amendments to this Agreement shall require written form. This also applies to any agreement to a waiver of requirement of written form.