

# GENERAL TERMS AND CONDITIONS

## §1 GENERAL

- 1.1. All services will be rendered on the basis of the General Terms and Conditions specified below. Any deviations from these require our explicit, written consent.
- 1.2. Assignments will only be considered as binding for us if we have confirmed them in writing, by fax or by email.
- 1.3. Certain completion deadlines may only be binding if we have confirmed them in writing.
- 1.4. In executing an assignment, we retain the right to employ qualified third parties. We guarantee to select any such third parties with due diligence.
- 1.5. Customers may only transfer or assign the claims against us with our prior written consent
- 1.6. We reserve the right to use translations for other purposes, insofar as such usage does not infringe prevailing copyright laws nor has an alternative agreement been reached with the customer.

## § 2 CALCULATION OF REMUNERATION

- 2.1. Offers are subject to change without notice. All prices exclusive of VAT.
- 2.2. For translation work, lines of the source (original) text will be counted insofar as this is available in an electronic, automatically countable form and any vicarious agent engaged for the translation agrees to this calculation basis (usual case), else lines of the target (translated) text. A line comprises 55 keystrokes. Unless otherwise requested, the format of the translation will be analogous to that of the original (although the positions of page breaks may differ due to the difference in the lengths of the source and target texts).  
  
Assignments requiring overtime, or work at night, weekends or on public holidays will be subject to the surcharges regulated by our current price list. The same applies in the case of assignments needing to be completed within 24 hours.
- 2.3. Any costs incurred as a result of a customer requiring a translation to be dispatched using non-regular channels will be borne by the customer; otherwise, translations will be dispatched using normal mail, or by fax or email.
- 2.4. Cost estimates may only be regarded as approximate, unless an alternative agreement has been reached.

## § 3 TERMS OF PAYMENT

- 3.1. Payments are to be settled within 14 days of the billing date, notwithstanding the customer's right to lodge formal complaints. The customer is only entitled to net off indisputable or legally binding receivables. In the case of default of payment, we reserve the right to suspend any further provision of services.
- 3.2. In the case of the grace above-mentioned period being exceeded, we will charge 1 per cent interest in arrears for each commenced month for which the payment is in default; claims to further damages shall not be affected by the charging of such interest.
- 3.3. We are entitled to charge advance payments, if necessary. Should the customer default on such payments, we have the right to assert all claims arising from the business relationship.
- 3.4. All costs for transferring payments from abroad are borne by the customer.

## § 4 RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 4.1. The customer will provide us with an original which, as far as possible, is free of errors. The customer will be available to answer questions, should these arise. The text will be translated without the original being shortened, lengthened or altered in any other way.
- 4.2. The customer guarantees that the rights of third parties (also those abroad) have not been infringed. In the case of third-party rights having been infringed, the customer shall release us from any resulting claims.

## **§ 5 WARRANTY**

- 5.1. We will accept liability of up to a maximum of three times the billing amount under the following conditions. The customer is obliged to inform us if potential damages for the customer exceed this amount, or if an exceptionally high level of damages could ensue. Should we decide to accept such an assignment, we are entitled to take out special insurance, the cost of which will be billed to the customer.
- 5.2. We only accept liability in the case of gross negligence or intentional violation of contract.
- 5.3. All claims, including consequential damage as a result of errors, are struck by the statute of limitations, as regulated by the legal limitation period of six months.
- 5.4. Should performance be delayed, the customer may only cancel the assignment if he had given us an adequate deadline extension. Claims for damages as a result of delayed performance is inadmissible unless caused by gross negligence or intent.
- 5.5. Although our services are rendered with due diligence, this does not relieve the customer of his duty to check the translations, himself. Specific characteristics cannot be guaranteed by us. The customer must notify us of obvious deficiencies in writing within two weeks of having received the translation and, at the very latest, before the translation is used for other purposes. Hidden deficiencies must be reported as soon as they are identified, at the very latest, by the end of the warranty period; technical texts and marketing/advertising texts must be checked by the customer to determine their technical correctness or advertising effectiveness. We do not accept liability for the publication of translated texts. Technical terms which do not appear in common dictionaries must be provided by the customer or to be discussed with us after they have been checked. Our translators are available at any time and at no extra cost to answer further questions. The translation of diagrams will be charged additionally.
- 5.6. Customers may only withhold payments due to deficiencies to a limited extent. Payment of the translation by a third party rules out any further deficiency claims.
- 5.7. We must be given adequate time in which to rectify any deficiencies. The customer will be entitled to reduce payment if we do not observe said time limit or the improvements are unsuccessful or are refused by us. If agreement cannot be reached with respect to the amount of the reduction, the customer can demand cancellation of the assignment. Further rights of the customer are excluded. If an assignment is utilized (e.g. published in the Internet) - even in modified form - without complaints of deficiencies having been lodged beforehand - the work shall be deemed accepted by the customer.
- 5.8. Liability is expressly excluded, should customer documentation in our possession be lost due to burglary, theft, fire, water, storm or acts of God, or should it be lost in the post or email system.

## **§ 6 CANCELLATION**

If the customer rescinds his assignment without having the legal or contractual right to do so, he will be obliged to pay for all incurred costs and translation fees up to that time.

## **§ 7 PLACE OF PERFORMANCE, LEGAL VENUE**

The place of performance for both contractual parties is Seeheim-Jugenheim. The legal venue is Darmstadt.

## **§ 8 FINAL PROVISIONS**

The law of the Federal Republic of Germany, alone, shall apply in the case of all disputes arising from this Agreement. Should any individual provision or any part of any provision be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected.