

General Business Conditions

Only the original German version shall be applicable. This translation is for reference only.

1. Scope

- (1) These General Business Conditions shall be applicable for contracts between Translator and Client, unless otherwise agreed or legally required.
- (2) General Business Conditions of the Client shall only be binding for the Translator if they were expressly recognized by him.
- (3) For interpreting services, separately agreed business conditions shall apply.

2. Scope of the translation order

The translation shall be made carefully in accordance with the principles of orderly professionalism. The Client shall receive the contractually agreed copy of the translations.

3. Client's duty to cooperate and provide information

- (1) The Client shall be obliged to inform the Translator in due time on special formats in which the translation is to be provided (translation on storage media, number of copies, readiness for press, appearance of the translation etc.). If the Translation is intended for printing, the Client shall be obliged to leave one galley proof to the Translator.
- (2) The Client shall provide the Translator without explicit request and in due time with information and documents required for preparing the translation (Client's glossaries, images, drawings, charts, abbreviations etc.).
- (3) The Translator shall not be liable for errors resulting from non-compliance with these obligations.

4. Removal of errors

- (1) The Translator shall reserve the right to remove errors. The Client shall have the right have possible flaws in the translation removed. The claim for the removal of flaws is to be asserted by the Client by making a detailed statement of such flaws. If the rectification of flaws or a replacement translation fails, the legal warranty rights shall revive, to the extent that no other agreement was made.

5. Liability

The Translator shall be liable in case of gross negligence and intent. Liability in case of minor negligence shall only be applicable if material contractual obligations are violated.

6. Professional secrecy

The Translator shall be committed to observe secrecy regarding any confidential facts or information obtained in connection with his activity for the Client.

7. Remuneration

- (1) Remuneration shall be due immediately after acceptance of the translation. The period of acceptance shall be reasonable.
- (2) In addition to the agreed fee, the Translator shall be entitled to be refunded the expenses that were incurred and agreed on with the Client. In case of contracts with private Clients, VAT shall be included – separately listed – in the final price. In other cases, it shall be calculated additionally if required by law. In case of voluminous translations the Translator shall be entitled to demand such advance payment which is objectively required to make the translation. In justified cases, he shall have the right to make the delivery of his work dependent on the prior payment of his full fee.
- (3) If the amount of the fee is not agreed on, appropriate remuneration in terms of the type and degree of difficulty shall have to be paid. In this context a minimum of the rates stated in the German Court Payment and Reimbursement Act shall be deemed appropriate.

8. Retention of title and copyright

- (1) Until full payment is made, the Translator shall retain title of the translation.
- (2) The Translator reserves his copyright.

9. Applicable law

- (1) German law shall be applicable for for the contract and all claims resulting from it.
- (2) If individual provisions are void and invalid, the application of the these General Business Conditions shall not be affected thereby.
- (3) The courts of Wiesbaden shall have exclusive jurisdiction.