

# **General Terms and Conditions**

**February 2009**

## **§ 1 Scope of Application**

These General Terms and Conditions (GTC) apply to all business transactions between HERZOtranslations – Sandra Haagen (the Translator) and the contracting party (the Client). The Client accepts these General Terms and Conditions by placing the order.

## **§ 2 Divergent Terms**

Any variations, changes or covenants have to be acknowledged in writing by the Translator. This also applies to the Client's General Terms and Conditions.

## **§ 3 Placing of Order, Client's Obligation to Cooperate**

(1) The order can be placed by the Client either via e-mail, fax, mail or telephone. If the order is placed via telephone, the Translator provides the Client with these GTC without delay. Any delay or defect in performance resulting from an unclear, false or incomplete placing of the order are at the expense of the Client.

(2) The placing of the order by the Client shall specify the target language, the area of expertise and the purpose of use of the text as well as particular terminology demands or requirements with regard to style (appearance of the translation, storage on a particular memory medium etc.). If the translation is intended for print, the Client has to submit a copy for proof-reading purposes to the Translator before generating the print version.

(3) Accompanying information material and documents required for the completion

of the translation as well as contact details of the relevant contact person for enquiries with regard to contents shall be submitted to the Translator by the Client unsolicitedly at the placing of the order. If the submitted information material does not suffice, the Translator may request additional topic-specific information material from the Client.

(4) Errors and delays resulting from non-compliance with these obligations are at the expense of the Client.

#### **§ 4 Execution of Order, Period of Delivery**

(1) The translation is produced for information purposes in complete form, in accordance with the grammatical rules as well as in conformity with the meaning of the text and the purpose of use of the translation to the best of the Translator's knowledge and belief. If the Client has not submitted any accompanying information material or special instructions, technical terms are translated in a commonly accepted and generally comprehensible form. A stylistic revision is only part of the translation service if explicitly demanded by the Client. The translation is submitted to the Client in the agreed form.

(2) In the case that the meaning of a word with several meanings can only be detected from the context, any translation errors are to the expense of the Client if the accompanying information material required for the translation has not been submitted to the Translator by the Client.

(3) The Translator may call in third parties for the execution of the order.

(4) Periods of delivery are specified to the best of the Translator's knowledge and belief and can always only be estimated dates which are not guaranteed bindingly.

(5) In accordance with the Client's demands, the transfer of the translation is performed either via e-mail, fax or mail. The Translator is not liable for any defects arising during the transfer. The Client is obliged to inform the Translator about the

receipt of the translation by means of a short message.

## **§ 5 Remuneration**

(1) Unless there are any individual divergent agreements, e.g. calculation of the remuneration on an hourly basis, allowance for additional formatting activities or lump-sum payment, the calculation of the remuneration is based on the number of standard lines of the translated text. One standard line contains 55 characters (without space characters).

(2) Unless there is any individual divergent agreement, remuneration is payable 2 weeks after receipt of the translation and invoice. The offsetting with contested claims is excluded.

## **§ 6 Rectification of Defects, Liability**

(1) The Translator shall be informed in writing about any defect. The notified defect shall be specified precisely. Obvious defects shall be notified to the Translator within 2 weeks after the transfer of the translation. The timely dispatch of the notice shall suffice to preserve the Client's rights.

(2) The Translator is entitled and obliged to rectify any notified defect of the translation. The Client may set a reasonable period for the rectification of the defect which shall be connected to the statement that any rectification of the defect is not accepted after the indicated deadline. After the end of the period, the Client is entitled to choose either to rescind from the contract or to reduce the remuneration.

(3) Liability for defects resulting from the violation of the Client's obligation to cooperate or from a defective, incomplete, poorly readable original text or an original text containing inaccurately used terminology is excluded.

(4) The Translator is liable in case of intention or gross negligence. In case of slight negligence, the Translator is only liable if any essential contractual obligation is

affected, unless there is any loss due to the violation of life, body or health resulting from a negligent violation of obligations by the Translator or from an intended or negligent violation of obligations by a legal representative or vicarious agent of the Translator.

### **§ 7 Third-Party Liability**

(1) The Translator is not liable for defects or damage caused by third parties. If the Translator uses the services of third parties for the execution of the order, the Translator is only responsible for the careful selection. § 6 (4)(2) remains unaffected.

(2) Any recourse to the Translator by the Client to enforce third-party (non-contractual partners') claims for damages is excluded.

### **§ 8 Force Majeure, Rescission**

(1) The Translator is not liable for any damage resulting from Force Majeure (natural catastrophes, power failures, any computer virus not detectable by regular anti-virus checks, traffic congestions etc.). In this case, the Translator is entitled to rescind the contract or to demand a reasonable extension of time from the Client to execute the order. Any claims for damages are excluded in this case.

(2) Before the completion of the translation, the Client is only entitled to rescind the contract for good reason. The rescission is only valid in written form. In case the Client rescinds the contract, the Translator is entitled to invoice the agreed remuneration. However, the Translator cannot charge any expenses saved by the rescission of the contract and the invoiced sum has to be credited against other gains acquired by any ulterior application of work capacity as well as against any gains the Translator averted maliciously.

### **§ 9 Reservation of Title**

(1) The Translator retains title to the translation until the remuneration has been

paid in full.

(2) With the complete payment of the remuneration, the Client acquires the right of use for the translation.

## **§ 10 Copyright**

(1) The Translator holds the copyright to the translation.

(2) The Client indemnifies the Translator from copyright claims resulting from the translation, which might be enforced against the Translator also by third parties.

## **§ 11 Data Protection**

The Translator is obliged to maintain silence with regard to the contents of the documents to be translated, the information material submitted in connection with the translation order as well as any facts noted in the context of the business transaction. The cooperation with any co-worker also bound to the duty to observe secrecy does not constitute a violation of this obligation.

## **§ 12 Applicable Law, Place of Jurisdiction, Modifications, Validity**

(1) German law is applicable to the contractual relations between the Translator and the Client as well as to any further rights and obligations resulting from these relations.

(2) Place of jurisdiction for both parties to the contract is Nuremberg (Nürnberg), Germany.

(3) The Client is informed about any modification to these General Terms and Conditions on the occasion of the placing of a new order.

(4) If individual provisions of these General Terms and Conditions become invalid or

void, this does not affect the validity of the remaining provisions.