



General Terms & Conditions of Business

1. General

These General Terms & Conditions shall apply to all orders placed by you (the "Customer") with me (the "Translator") unless expressly agreed otherwise and confirmed by me in writing.

Any different general terms and conditions of the Customer shall be binding upon me only if expressly accepted by me in writing or text form at the time of order placement.

2. Performance

I will perform all ordered translations with reasonable due care. If the Customer requests a special form of translation (e.g. with regard to readiness for press, layout, style, etc.), such requirements must be stated at the time of placing the order; otherwise the translation work shall be deemed properly performed if and when the text has been properly translated from the source language into the target language.

3. Remuneration

The remuneration agreed upon at the time of order placement shall be due and payable upon full delivery of the translated text and shall be paid immediately after receipt of the related invoice.

In addition to the agreed remuneration, additional costs may be charged in the amount actually incurred by the Translator (e.g. delivery by courier, costs of materials, etc.), provided that such costs have been agreed upon between Customer and Translator.

Unless expressly agreed otherwise or stated elsewhere herein, the remuneration shall be in Euro plus VAT at the statutory rate applicable from time to time and shall be paid into the bank account designated by the Translator in available funds, free and clear of any charges.

Unless expressly agreed otherwise, the remuneration shall be calculated based on the number of words contained in the source text. If, instead of the foregoing, a fee based on lines is agreed, e.g. because the source text is not available in an editable form and a calculation based on the number of words would result in a disproportionate effort, the fee calculation will be based on the number of translated lines (in the target language) using a standardized line length of max. 55 characters per line.

Notwithstanding the first paragraph of this section 3, the Translator shall be entitled to request the payment of a reasonable advance or interim payment for extensive translations or, if justified in the individual case in the sole judgment of Translator, to request full payment of the agreed remuneration prior to the delivery of the translation work.

4. Ownership; Copyright

The translation work shall remain the property of the Translator until the amount invoiced as remuneration therefore has been paid in full and received by the Translator as set forth in section 3 above.

Any copyright, if any, in the translation shall be reserved by the Translator in each individual case.

5. LIABILITY; LIMITATION OF LIABILITY

THE TRANSLATOR SHALL BE LIABLE FOR WILLFUL CONDUCT OR GROSS NEGLIGENCE EXCLUSIVELY; ANY CLAIMS FOR LIABILITY EXCEEDING THE FOREGOING, INCLUDING BUT NOT BEING LIMITED TO ANY LIABILITY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER EXPRESS OR IMPLIED), SHALL BE EXPRESSLY EXCLUDED.

FURTHERMORE ANY LIABILITY HEREUNDER NOT EXCLUDED BY VIRTUE OF THE PRECEDING PARAGRAPH SHALL BE LIMITED TO THE AMOUNT OF REMUNERATION PAID UNDER SECTION 3 HEREOF.

6. Confidentiality

The Translator undertakes to keep in strict confidence all data and information obtained from Customer in the course of the performance of translation services hereunder.

7. Storage of Data

By placing the order, Customer agrees that Customer's personal data (name, address, communication details, etc.), any electronically submitted source documents, as well as the translated documents will be stored within my IT systems for the purposes of backup and evidence.

8. Applicable Law; Severability

Any order placed hereunder and any claims arising therefrom shall be governed by and construed under the laws of the Federal Republic of Germany. To the extent permitted by such laws, Translator and Customer agree to subject themselves to the exclusive jurisdiction of the competent courts having jurisdiction over the Translator's place of business with regard to any disputes that may arise hereunder.

If any one or more of the provisions of these General Terms & Conditions of Business shall be or become invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions hereof. Customer and Translator shall negotiate in such case to replace the invalid or unenforceable provision by a valid and enforceable provision coming as close as possible to the original intent of the parties.