

Terms and Conditions.

1. Subject of contract

(1) These terms and conditions are valid for all contracts between the translator and her clients, unless specifically stipulated otherwise or mandatorily specified by law.

(2) The terms and conditions of the client are valid only if expressly accepted by the translator.

2. Translation contract scope

The translation will be carried out thoroughly and in accordance with the rules of exercise of the profession. The client will receive the translation as defined by contract.

3. Client´s duty to cooperate and provide information

(1) The client is to brief the translator in good time about any special requirements for the translation (e.g. media to be used, number of copies, ready for print status, formats etc.). If the translation is to go to print, the client must provide the translator a proof to check in advance.

(2) All information and documents necessary for the translation (glossaries, illustrations and graphics, tables, list of abbreviations etc.) must be provided by the client to the translator unsolicited and in good time.

(3) The translator will not be liable for errors resulting from failure by the client to adhere to the above.

4. Correction of faults and errors

(1) The translator reserves the right to correct any errors. The client is entitled to have possible translation errors corrected. The client must exercise his/her right to correction by exactly specifying the errors in question.

(2) Should the rectification work or a substitute consignment also fail, then the statutory warranties will be reactivated, unless an alternative agreement has been reached.

5. Limitation of liability

(1) The translator will only be liable in the case of gross negligence and criminal intent. In the case of ordinary negligence, liability will only apply if contract obligations are substantially breached.

(2) The translator will only be liable for damages if she has checked and released the proofs for final print.

6. Observance of secrecy

The translator is obliged to observe secrecy about any information she receives in connection with the contract and client in question.

7. Payment conditions

(1) Payment is due immediately upon acceptance of the completed translation. The translation is considered accepted one week after delivery.

(2) The translator also has a right to reimbursement for any additionally accumulated and previously agreed upon costs. In the case of larger translation projects, the translator may demand an advance payment, which may be necessary to complete the translation. In certain cases, delivery of the total consignment may be withheld until full payment has been received.

(3) If the payment amount has not been agreed upon, an appropriate and customary fee is to be paid according to the type and complexity of work. In such a case, the legally defined fees for attestors and specialists apply.

8. Reservation of ownership and copyrights

(1) The translation remains in the ownership of the translator until full payment has been received. Up to that point, the client does not have the rights of use of the consignment contents.

(2) The translator retains her intellectual property rights.

9. Applicable laws

(1) This agreement and all claims arising herefrom are subject to German law.

(2) The validity of these terms and conditions in general is not affected by the invalidity and ineffectiveness of individual clauses.