



## General Terms and Conditions

### **1. Scope of application**

(1) These General Terms and Conditions are applicable to all contracts between the translator and his clients unless differently explicitly agreed upon or unalterably required by law.

(2) The clients General Terms and Conditions are only binding if explicitly confirmed and agreed by the translator.

### **2. Extent of translation assignment**

The translation shall be conducted accurately according to the principles of orderly professional work. The client shall receive a copy of the translation as specified in the contract.

### **3. Clients obligation of co-operation and information**

(1) The client shall inform the translator in a timely manner about the desired style of the translation (such as but not limited to the intended purpose, delivery on data media, number of copies, readiness for print, appearance of the translation, etc.). If the translation is intended for printing, the client will supply the translator with a proof prior to printing so that the translator may correct possible errors. Names and numbers must be checked by the client.

(2) The client shall supply to the translator upon the placing of the order any information and documents (such as but not limited to clients terminology, illustrations, drawings, tabulations, abbreviations, internal terms, etc.) that are necessary for the translation.

(3) Errors and delays that result from the lack of information or the lack of proper instructions shall not be at the expense of the translator.

(4) The client accepts the liability to the rights of the text and assures that a translation may be carried out legally. The client shall indemnify and hold harmless the translator from any related claims brought by third parties.

### **4. Clients rights in the event of faults**

(1) The translator reserves the right to supplementary performance. The client may initially only claim the removal of any fault possibly contained in the translation.

(2) The claim for supplementary performance must be asserted by stating the exact specification of the fault.



(3) Should the translator fail to rectify the claimed faults within an appropriate amount of time or should he refuse to rectify the claimed faults or should the rectification be regarded as failed, the client may, after a hearing of the supplier, choose to have the faults rectified by another translator at the expense of the supplier or may demand a reduction of the payment or may withdraw from the contract. The rectification of faults shall be regarded as failed if the translation still contains faults after several attempts at the rectification.

## **5. Liability**

(1) The translator shall be held liable only in the case of gross negligence or intent. Losses incurred by computer malfunction or e-mail transmission errors or computer viruses shall not be classified as gross negligence. The translator shall take precautions by using anti-virus-software. The liability in the case of slight negligence shall apply only if primary obligations have been breached.

(2) The clients claim against the translator for the compensation of losses incurred according to no. 5 (1) phrase 4 is limited to 5 000 EUR. The explicit agreement to higher compensations in individual cases is possible.

(3) The exclusion or limitation of liability according to no. 5 (1) and (2) does not apply in the case of death or injury to body and health of a consumer.

(4) Any claims of the client against the translator arising out of translation faults (§ 634a German Civil Code) are time-barred after one year after the acceptance of the translation unless in the case of fraudulent intent.

(5) The liability for consequential harm caused by a fault is limited contrarily to § 634a German Civil Code to the statutory period of limitation. § 202, paragraph 1 German Civil Code remains unaffected by this.

## **6. Confidentiality**

The translator commits himself to keep secret all facts that become known to him in the context of a task performed for a client.

## **7. Third party co-operation**

(1) The translator is entitled to consult with colleagues or competent third parties in order to conduct the translation.

(2) In the case of third party consultation the translator shall ensure that the third party also commits itself to secrecy according to section 6.



## **8. Payment**

(1) All invoices are due and payable without deduction within 30 days after invoice date.

(2) The translator is, additionally to the agreed translation fee, entitled to the compensation by the client of all actual accrued and agreed expenses. In all cases the VAT shall be added where legally required. The translator may in the case of extensive translation projects ask for an adequate advance payment. The translator may agree beforehand with the client in writing that the translation shall not be delivered to the client unless the fee is paid in full.

(3) In the case that a translation fee has not been agreed upon, a fee adequate and common to the type and difficulty of the source text is due. This fee shall not go below the rates specified in the German Judicial Remuneration and Compensation Act (GJRCA).

## **9. Reservation of property rights and copyright**

(1) The translation remains the property of the translator until full payment of his fees. Until then the client has no right of utilisation.

(2) The translator reserves the right to claim a possible copyright arisen from the translation.

## **10. Right of withdrawal**

Where an order has been placed upon the offering of translation services by the translator via the internet, the client waives the possible right to withdraw from the contract in such cases as the translator has already begun his work and has informed the client of this.

## **11. Applicable rights**

(1) The contract and all claims arising from it are subject to German law.

(2) The place of contract fulfilment is Sinsheim.

(3) The place of jurisdiction is Sinsheim.

(4) The contract language is German.

## **12. Severability clause**

The validity of these General Terms and Conditions as a whole shall not be affected by the voidness or invalidity of any individual clause. The void or invalid clause shall be replaced with a valid and legal clause to the effect, that the intended economic result or the intended purpose is approximated as closely as possible.



### **13. Modifications and amendments**

All modifications or amendments to these General Terms and Conditions are only valid if agreed in writing. This applies also to the modification or amendment of the requirement of written form itself.

Judy Kipper

A handwritten signature in black ink that reads "Judy Kipper".