

## General Terms and Conditions of Contract

### 1. Scope of application

- 1.1 These Terms and Conditions apply to contracts on translation services concluded between Eva Schwarz (referred to as "the Translator" in the following), and her clients (referred to as "the Ordering Party/ies" in the following), unless stipulated otherwise between the parties or by law.
- 1.2 The General Terms and Conditions of the Ordering Party are only binding if the Translator has explicitly accepted them.

### 2. Conclusion of the contract and cancellation of orders

- 2.1 The contract is concluded by the Translator's acceptance of the Ordering Party's written order. Orders are accepted either per written confirmation, per telephone or tacitly, where express or small orders are concerned.
- 2.2 The Ordering Party may cancel a translation order during its execution only for justified reasons. Notice of cancellation must be given in writing. The Translator is entitled to receive compensation for the translation work completed up to the time the cancellation notice was received, and reserves the right to claim damages to the amount of the lost profit if the Ordering Party's reasons for cancellation are not attributable to the Translator.

### 3. Execution of translation orders

All translation work and related services will be executed conscientiously on the basis of the standards and principles of the profession and in accordance with good practices. The Translator reserves the right to entrust a third party with translation or proofreading work. She will only entrust experienced colleagues or proofreaders who have the necessary qualification for their tasks. The Ordering Party will receive the agreed copy of the translation at the date agreed in the contract.

### 4. Ordering Party's obligation to cooperate and inform

- 4.1 The Ordering Party shall inform the Translator as to any special requirements regarding the form or execution of the translation (printed copies, copies on data carriers, number of copies, readiness for printing, layout of the text, certification, etc.)
- 4.2 The Ordering Party shall provide any information and documents (glossaries, illustrations, drawings, tables, abbreviations, etc.) required for the preparation of the translation in a timely manner without the prior request of the Translator, and answer any questions about the contents of the source text raised by the Translator during the translation with the minimum possible delay.
- 4.3 The Translator shall not be held responsible for errors deriving from non-compliance with this obligation.

### 5. Confidentiality, secrecy

The Translator commits herself to treat all non-public information confided to her during her professional activities for the Ordering Party with strict confidentiality. Unless explicitly otherwise agreed, the Translator is entitled to charge a second translator with the translation or the proofreading of the translation, notwithstanding her obligation to treat all information in connection with the translation confidentially and execute the translation in accordance with good practices. The Translator will also impose the pledge to secrecy on all third parties involved in the execution of the order.

## **6. Delivery and performance**

- 6.1 The translation consists of the written transfer of a text into one or several target languages. Any additional work, such as the export and import of files, formatting work, processing of texts in graphical form, etc. is not automatically included in the translation service and should be agreed explicitly in writing prior to the commencement of the translation.
- 6.2 As a rule, the translation is delivered per e-mail in the form of a file. Any other forms of delivery must be explicitly agreed in writing. A translation is deemed to be delivered in time if it was transmitted to the e-mail address specified by the Ordering Party by the agreed deadline and no error or disturbance occurred during transmission or was reported subsequently. The delivery mail provides evidence of delivery.
- 6.3 Only explicitly agreed delivery deadlines are binding for the Translator. If delivery is impeded by circumstances that are not attributable to the Translator (power cut, transmission failure, force majeure), this does not constitute a case of delayed delivery. Delivery will be made as soon as possible after the impeding circumstances have ended.

## **7. Remuneration**

- 7.1 The deadline for the (tacit) acceptance of delivered translations is 14 (fourteen) days maximum. Payment is due within 14 (fourteen) days of the receipt of the invoice at the latest. According to German and EC legislation, interest on overdue accounts will be charged from the 31<sup>st</sup> day of receipt of the invoice. The legal basis for this is Art. 286 Para. 3 and Art. 288 Para. 1 of the German Civil Code, and Art. 3 Para. 1c Sec. ii of EC Directive 2000/35/EC.
- 7.2 Any services extending beyond the scope of the quotation will be invoiced separately. This applies in particular to subsequent modifications of the source text by the Ordering Party.
- 7.3 The quoted fee is exclusive of VAT.
- 7.4 For the execution of extensive translation orders, the Translator can demand advance or partial payment after the delivery of each part of the translation. In well justified cases and for translation orders from abroad, the Translator can make the delivery of the translation conditional upon the prior payment of the total fee.
- 7.5 If the fee was not agreed in advance, the remuneration to be paid shall be appropriate to the nature and level of difficulty of the translation. The fee is based on the prematurely agreed rates per word and/or line. If nothing was agreed, the rates stipulated in the pricelist will apply. For work other than translation work, compensation is due on an hourly basis.

## **8. Reservation of title and intellectual property rights**

- 8.1 The translation remains the property of the Translator until she has received payment of the total fee. The Ordering Party has no right to use and, in particular, to publish the translation without prior written consent of the Translator, until the fee has been paid in full.
- 8.2 The translator reserves her intellectual property rights.

## **9. Complaints and correction of errors**

- 9.1 The Ordering Party must report any alleged errors he/she believes have a negative effect on the translation to the Translator without delay by describing the error as precisely as possible. Complaints regarding alleged errors are excluded two weeks after the delivery of the translation, those regarding hidden errors two weeks after the detection of the error. Any claims for the correction of errors are statute-barred after a period of one year. The verification and handling of non-compliant and/or unjustified complaints will be at the Ordering Party's charge.
- 9.2 The Translator reserves the right to correct factual, linguistic or typing errors. The Ordering Party shall grant her an appropriate delay for the correction. The Ordering Party has no right to reduce the fee or refuse payment if correction is possible and the Translator is prepared to do so. All further claims are excluded irrespective of their legal cause. If the Ordering Party revises or changes the translation or commissions a third party to do so, his/her right of complaint is forfeited.

## **10. Liability**

The translator shall only be liable for gross negligence and intent. In the case of slight negligence, the liability of the translator can only be asserted if she has violated substantial contractual obligations. Her liability is limited to the amount stipulated in her consequential loss insurance. If the Translator is liable, the statutory period of limitation for liability claims is one year from the date of acceptance of the translation.

## **11. Place of jurisdiction, applicable law**

- 11.1 The translation contract and any resulting claims shall be governed by German law. The place of jurisdiction is Landau in der Pfalz.
- 11.2 If any or several stipulations of these Conditions should be or become unenforceable or invalid, this will not affect the validity of the other stipulations.