

## **General Terms and Conditions for Translators**

### **1. Scope**

- (1) These Terms and Conditions apply to contracts between the translator and the customer, insofar as no other agreements have been made or are legally mandatory.
- (2) General Terms and Conditions of the customer are only binding for the translator, if he/she has expressly accepted them.

### **2. Scope of the Translation Contract**

The translation is carefully carried out according to the principles of proper professionalism. The customer receives the contractually agreed-on copy of the translation.

### **3. Customer's Duty to Participate and Inform**

- (1) The customer has to inform the translator on time of the desired format of the translation (purpose, delivery on data media, number of copies, readiness for printing, external format of the translation, etc.). If the translation is assigned for printing, the customer gives the translator a proof sheet on time prior to printing so that the translator can correct any errors. Names and numbers are to be reviewed by the customer.
- (2) The customer makes information and documents that are necessary for the preparation of the translation available to the translator when assigning the contract (terminology of the customer, pictures, drawings, tables, abbreviations, internal terms, etc.).
- (3) The translator shall not be held responsible for errors and delays that result from the lack of or delayed delivery of information material and instructions.
- (4) The customer takes on the liability for the rights to a text and ensures that a translation may be prepared. He/she relieves the translator from corresponding claims of third parties.

### **4. Customer's Rights in Case of Deficiencies**

- (1) The translator reserves the right to subsequent fulfillment. The customer is initially only entitled to correction of possible deficiencies contained in the translation.
- (2) The claim to subsequent fulfillment must be made by the customer stating the exact deficiency.
- (3) If the translator does not correct the claimed deficiencies within an appropriate time period or he/she refuses to correct the deficiency or correction of the deficiency is to be considered as having failed, the customer can have the deficiencies corrected by another translator after a hearing of the contractor and at his/her expense or demand alternatively the reduction of the compensation or withdraw from the contract. The correction of deficiencies is considered as having failed if even after several correction attempts the translation continues to contain deficiencies.

### **5. Liability**

- (1) The translator is liable in case of gross negligence and intent. Not to be classified as gross negligence are damages that are caused by computer failures and transmission problems when sending e-mails or by viruses. The translator guards against this with anti-virus software. Liability in case of slight negligence applies exclusively in case of violation of primary obligations.
- (2) The customer's claim for compensation against the translator of damages according to No. 5 (1) sentence 4 is limited to EUR 5,000; in individual cases an explicit agreement on a higher damage claim is possible.
- (3) The exclusion or the limitation of the liability according to No. 5 (1) and (2) does not apply to damages of a consumer from injury to life, body, or health.

- (4) Claims of the customer against the translator because of deficiencies of the translation (§ 634a German Civil Law Code [BGB]) fall under the statute of limitations within one year after acceptance of the translation, as far as no fraudulent intent exists. (*Please note: This term only applies to contracts with companies, however, not to contracts with consumers*)
- (5) Liability for consequential damages is contrary to § 634a of the German Civil Law Code [BGB] restricted to the legal limitation period. § 202 sec. 1 of the German Civil Law Code [BGB] remains unaffected by this.

## **6. Professional Confidentiality**

The translator promises to maintain confidentiality of all facts that become known to him/her in connection with an activity for the customer.

## **7. Involvement of Third Parties**

- (1) The translator is entitled to enlist colleagues or expert third parties for the completion of the contract.
- (2) When enlisting expert third parties, the translator has to ensure that they commit to discretion according to No. 6.

## **8. Remuneration**

- (1) The invoices of the translator are due and payable without deductions within 14 days after the invoice date.
- (2) All prices are net plus the legal value-added tax.
- (3) In addition to the agreed-on fee, the translator is entitled to the reimbursement of actually incurred expenses that are agreed on with the customer. In all cases, the value-added tax, as far as legally required, is calculated additionally. The translator can demand an appropriate advance in case of extensive translations. The translator can arrange with the customer previously in writing that the delivery of his/her work depends on the prior payment of his/her full fee.
- (4) If the amount of the fee is not arranged, a compensation appropriate and usual according to type and difficulty is owed. This compensation is not less than the respectively applicable rates of the German Judicial Remuneration and Compensation Act ([JVEG](#)).

## **9. Reservation of Ownership and Copyright**

- (1) The translation remains the property of the translator until complete payment has been received. Until then, the customer has no right of utilization.
- (2) The translator reserves the right to any generated copyright.

## **10. Right of Withdrawal**

As far as the awarding of the translation contract is based on the translator's offer of the preparation of translations on the Internet, the customer renounces his/her possibly existing right of withdrawal in case the translator has started the translation work and notified the customer hereof.

## **11. Applicable Law**

- (1) The contract and all claims resulting from it are subject to German law.
- (2) Place of performance and fulfillment is the residence of the translator or his/her registered office.
- (3) Place of jurisdiction is the place of fulfillment.
- (4) The contract language is German or English.

## **12. Severability Clause**

The validity of the remaining provisions of these General Terms and Conditions shall remain unaffected if individual provisions are rendered void or invalid. Any void provision is to be replaced with another provision permitting as closely as possible the same economic success.

### **13. Changes and Amendments**

Changes and amendments of these General Terms and Conditions are only valid if they have been agreed-on in writing. This also applies to changes of the requirement for written form.