

# **General Terms and Conditions (translations4u.de)**

© Matthias Marquardt 1999

## **1. Applicable Law and Jurisdiction**

The contractual relationship and any other business relations between the client and translations4u.de (Matthias Marquardt) are subject exclusively to German law. The UN Sales Convention is expressly excluded. Insofar as it is legally admissible, the sole place of jurisdiction for any and all disputes for both parties is Weimar (Thüringen), Germany.

## **2. General Provisions**

These General Terms and Conditions apply to all business dealings between translations4u.de (Matthias Marquardt) and our clients. By placing an order, the client accepts our General Terms and Conditions, which apply for the entire duration of the business relationship. Thus, the General Terms and Conditions shall apply not only to the initial business transaction, but to all future transactions as well.

Our quotes are subject to change with regard to prices, volume, delivery schedules and terms as well as the capability to deliver until an order has been placed and accepted.

Our General Terms and Conditions shall be deemed accepted and any conflicting General Terms and Conditions are deemed superceded, unless we receive a written notice within three days stating the term or condition that is not acceptable and the extent to which it is not acceptable.

Agreements regarding deliveries, changes, additions, and ancillary agreements made with our clients shall become binding only after we have confirmed them in writing. No claims can be made by the client in the event of obvious errors, discrepancies with the catalog, descriptions, or illustrations, and/or spelling or arithmetical errors.

The client's General Terms and Conditions shall be deemed binding for us only if we have explicitly recognized and accepted them in writing.

## **3. Order Placement**

The client shall place an order in electronic format or another format. In the interest of making our collaboration as efficient and as smooth as possible, we also accept orders placed over the phone or other informal orders. Any potential problems arising from orders that have not been submitted in writing and any attendant costs that are incurred shall be borne by the client.

For this purpose, the client shall specify the target language, topic, subject area, and the length of the text and, if applicable, any special wishes regarding terminology. The client shall indicate the purpose of the translation and date of delivery. The client can select the desired format for the translation from several different possibilities.

Texts sent by the client electronically will be acknowledged in written form (e.g. e-mail). An order shall be considered as actually placed only if we have acknowledged it in written form (e.g. e-mail). We cannot be made liable for delays or faulty workmanship resulting from unclear, incorrect, or incomplete order placement or from errors or ambiguous, misleading, or incorrect wording in the source text.

## **4. Performance by Third Parties**

We are entitled to employ third parties to help us provide our clients with services, if we find this to be appropriate or necessary. Our liability in this case is limited to careful selection of these third parties. Our obligation of due diligence is fulfilled, if the third party is a translator or interpreter who has been sworn or certified by a court for the respective language or with whom we or other agencies or translators who are known to us, have worked successfully in the past. The business relationship exists exclusively between the client and translations4u.de (Matthias Marquardt). Any contact between the client and a third party employed by us requires our prior consent.

## **5. Prices**

All estimates and prices are subject to change. Prices are quoted in US-DOLLARS (USD), unless otherwise stated. For large-scale jobs, we may request partial payment in advance or in installments according to the completed amount of text. All prices quoted are net, excluding VAT.

Any published, non-binding price lists are subject to change without notice. Prices quoted or invoiced or

conditions granted in the past do not imply the same prices or conditions for future jobs, except by written agreement. Deviations from published prices, surcharges for rush delivery or other additional charges shall be communicated to the client with the confirmation of the order. The client will be charged for shipping, postage, and other services.

## **6. Delivery Schedules**

Delivery schedules are specified according to the best of our knowledge and intention. However, they are always only approximate deadlines. Delivery is deemed to have been made when the translation has been verifiably (sent log) sent to the client. The usual method of delivery is via e-mail. Upon the client's request, the translation can be faxed, sent on a CD or as a hard copy via post.

All deadlines and times are CET (Central European time).

## **7. Disruption, Force Majeure, Closing or Curtailment of Business Operations, Network and Server Errors, Viruses**

We cannot be held liable for damages resulting from disruptions of our operations, including but not limited to force majeure, e.g. acts of God and disruption of communications or traffic, network and server errors, other potential line or transmission disruptions, or other: obstacles that are beyond our control. In such exceptional circumstances, we are entitled to withdraw from the agreement in whole or in part. The same applies to temporary closure or curtailment of business operations in whole or in part for good cause, including but not limited to our online services.

Likewise, we cannot be held liable for damages caused by viruses. To avoid the risk of virus infections, we use anti-virus software with virus definitions that are regularly updated and recommend that our clients do likewise. If files are delivered via e-mail, modem, or any other data link, the client is responsible for a final check of the transferred files and/or texts. Claims for compensation for damages resulting from events as stipulated herein above are excluded.

## **8. Liability & Complaints**

Unless a separate agreement has been made regarding the quality of the translation and/or unless special requirements are apparent from the type of work order itself, we will translate the text for the purpose of information in accordance with our highest standards so that the translation is both grammatically correct and true to the spirit of the source text.

Unless the client promptly, but no later than within five days (receipt in our office), makes an objection in writing, the translation shall be deemed approved and accepted. In this event, the client waives any and all (legal) claims he would have had based on any potential shortcomings in the translation.

If the client gives notice within this five-day period of an objectively existing, significant error or defect, this error or defect must be described as precisely as possible, and we must be given the opportunity to revise this part of the text. This also applies to rush jobs with very short deadlines. If a revision remains verifiably unsuccessful, the client is entitled to a price reduction or is entitled to cancel the work order. Further claims, including compensatory damages for failure to perform or nonfeasance, are excluded. Liability is limited to the maximum value of the corresponding work order.

We are liable solely in the event of culpable or gross negligence or intent; liability for simple or minor negligence is applicable only when significant contractual obligations have been breached.

In the event of damage claims by third parties, any right of recourse is expressly excluded. We are not liable for errors in the translation that are caused by faulty, incomplete, or late information or files provided by the client or by faulty or illegible (in whole or in part) source texts.

If the client does not indicate that a translation is to be published and if no galley proof is sent for review prior to going to print and if the text is printed without our approval, any shortcomings or errors are the client's responsibility.

If a claim is made against translations4u.de (Matthias Marquardt) due to copyright infringement or third party claims, the client shall indemnify and hold us harmless to the fullest extent from liability for such claims.

We are not responsible or liable for materials made available by the client, work order components, warranted qualities, shipping instructions, processing guidelines, etc. unless a written agreement to the contrary has been made with the client. We are not responsible for inspecting or reviewing these with

regard to their compliance with the Product Liability Act and/or the BGB (German Civil Code) with respect to compliance with statutory standards and/or norms. In such cases, the client is unconditionally liable and shall indemnify and hold us harmless to the fullest extent from any and all claims by third parties from the time such claims are made.

## **9. Late Delivery, Impossibility of Delivery, Cancellation**

The client has the right to cancel the agreement in the event of late delivery or impossibility of delivery for which we are responsible only if the delivery date agreed upon has been unreasonably exceeded and the client has given us written notice stating a reasonable grace period.

## **10. Reservation of Ownership**

The delivered translation and the copyright thereto shall remain our property until all receivables have been fully paid. Prior to this point in time, the client has no right of use or exploitation. In the event that the translation has been prepared for a third party, we retain the right to notify this third party of our unpaid receivables and the resulting illegality of the use or exploitation of said translation and to request payment of receivables and associated costs from this third party.

## **11. Assignment**

The assignment of rights under an agreement by the client requires our prior consent in writing.

## **12. Terms of Payment**

Unless otherwise agreed, we shall invoice the fee for our service to the client immediately after the translation is completed. Payment is due no later than 14 days after the invoice date, net, with no discounts, by bank transfer, credit card, check, or cash; set-off claims and the right to retention are excluded.

If payment has not been received on the due date, the client shall be deemed in default of payment, with no further notice required. In the event of payment default, we are entitled, without prejudice to any additional claims, to invoice interest and commissions in accordance with the standard rates of German banks for short-term loans, with a minimum interest of 3.5% p.a. over and above the current discount rate of the European Central Bank. If the client is in arrears with his obligations within the scope of our business relationship, or if we receive notice of conditions that diminish the creditworthiness of the client (e.g. execution of a court or administrative court judgement, commencement of bankruptcy or settlement proceedings, negative information from recognized credit reporting organizations, etc.), we are entitled to make further deliveries subject to advance payment and to immediately call due any deferred receivables.

## **13. Shipping, Risk of Transfer**

Shipment or electronic transmission is at the client's risk. We are not liable for faulty or detrimental transfer of texts.

## **14. Confidentiality**

All texts are treated as confidential, and we undertake to keep all information that we learn within the scope of our work for a client in the strictest confidence. Due to electronic transfer of texts or data and other forms of electronic communication between the client, ourselves, and our subcontractors, we cannot guarantee the absolute confidentiality with regard to any information or business or trade secrets or other confidential data and information, as the risk cannot be excluded that unauthorized third parties can access the transmitted texts electronically.

## **15. Concluding Provisions**

In accordance with and within the limits of data protection regulations, we are entitled to process and store the client's personal data.

Should one or more of the clauses of these General Terms and Conditions be or become null and void, this shall not affect the validity of the remaining clauses. The invalid clause shall be replaced or amended as agreed by both parties in such a way that the originally intended economical purpose shall be achieved to the greatest extent possible within the limits prescribed by law or regulations.

The contractual relationship between the client and translations4u.de (Matthias Marquardt) is subject to the laws of the Federal Republic of Germany.