



## General Terms and Conditions

1. The services provided by the Contractor are subject exclusively to these General Terms and Conditions.
2. The Contractor is always authorised to subcontract the services.
3. The Contractor is not liable for any delay in delivering services that is due to force majeure like strike, lockout, requirement by authorities or similar causes. This applies even if binding deadlines have been agreed. However, these causes entitle the Contractor to delay delivery of the translations for the duration of the event plus a reasonable start-up period or to rescind the execution of individual orders in part or entirely. In general deadlines for delivery are binding only if the Contractor has confirmed them in writing.
4. Copyrights and other rights to use the translations delivered by the Contractor pass to the Client only after the corresponding invoice has been fully paid.
5. In case the Contractor has not executed delivery by the agreed deadline the Contractor will be in default only if the Client sends a reminder in writing and determines a period of grace the length of which is in reasonable relation to the amount of work required for executing the order. The grace period begins upon receipt of the reminder. The grace period is extended by the duration of the delaying events according to (3).
6. After the grace period has passed without any delivery having been made the Client may refuse to accept the translation and withdraw from the contract. This waives all and any claims of both parties.
7. The Contractor undertakes that they, their employees and freelance personnel will keep all and any texts to be translated totally secret. This applies in particular for the business and/or trade secrets included in these texts.
8. The Contractor undertakes to execute the translations in best possible quality; i.e. linguistically and grammatically correct. Technical terms will be translated with the generally applicable, lexicographically reasonable and/or generally understood terms. In case the Client wishes that particular terms are used or the text to be translated is to be published later the Client must mention this expressly when placing the order.
9. The Contractor may use electronic data processing systems for performing the services. In case the text is delivered on a storage medium or by email the Client is obliged to assure that the file/s is/are free from viruses. This is in their own interest, too. The Contractor warrants that they will use the most up-to-date anti-virus software available to them. However, the Contractor is not able to warrant that storage media and/or emails delivering translations will be free from viruses.
10. Invoices will be based upon the respectively current fee list. The Client will be informed of any changes of that list sufficiently in advance. Payments are due 14 days after the invoice date.
11. We are not liable for any mistakes in translations that are due to incorrect or incomplete information or faulty source texts supplied by the Client. We are not liable, either, for the correct spelling of names and addresses in translations from source texts in any other than the Latin alphabet (e.g. Russian, Greek, Japanese, etc.) For translations and linguistic information transmitted by telephone any liability is excluded.
12. In general the Contractor warrants for the correctness of the translation from the linguistic, contents and typing point of view. In case any fault is detected in a translation the Client is entitled to demand that the entire text or the faulty part is newly translated in case Client notifies the Contractor immediately after detecting the fault as required by the duty to minimise damages. The Client is not entitled to rescind the order or reduce the fee in case they do not allow for rectification of the translation within a reasonable period. Also claims for damages – in particular for consequential losses – will be excluded in case the Client does not offer the opportunity to rectify any faults. In any case the Client must prove that the fault in the translation and any consequential losses or damage have been caused by the Contractor and/or the persons employed by the Contractor for fulfilling the Contractor's obligations.
13. For excluding that the source text can get lost at the Contractor's any documents to be translated are to be provided as photocopies since we do not assume liability for the loss of originals.
14. Warranty claims expire six months from the date of delivery.
15. The Contractor has a liability insurance that covers claims arising due to faulty translations and processing. In case the Contractor employs subcontractors for having services provided the Contractor makes sure that the subcontractors, too, have a valid liability insurance.

16. Liability for property damage is currently limited to Euro 100,000.00 per case. The Client expressly accepts this limitation. The Contractor accepts any liability beyond this limit only for intent and gross negligence. Precondition for liability for the processing of a finished translation for printing is that the Contractor receives the proof of the text from the printing house for review before the actual printing.
17. In case the Client withdraws an order that had been awarded previously without being entitled to do so by law or according to the contract the Contractor may - at their own discretion - demand either a lump sum of 25% of the order value of the individual order as compensation for any cost or they may invoice the actual cost already incurred.
18. Place of performance and delivery is the Contractor's seat. Any order will be considered executed when the translation has been finished and transmitted as agreed. The way of transmission may be defined by the Client. The Client bears the cost and risk of transmission.
19. In case transmission or translation of a text supplied by the Client violate any copyright of any third party the Client bears sole responsibility for this violation. The Contractor is not obliged to check if any third party copyright is violated before executing any translation order.
20. The legal venue is Berlin. The awarding of orders is subject exclusively to German law.

Date:

09/2006

**IMPORTANT INFORMATION REGARDING EMAILS OR FILES SENT BY US:**

This information is meant exclusively for the person/s or organisation/s mentioned in the address and might contain confidential and/or privileged material. Persons or organisations for whom this material is not meant are not permitted to read, re-transmit, disseminate or use it in any way or to feel authorised to take any measures. In case you have received this message by mistake we request you to contact the sender and delete the material from your computer. You have requested us to communicate with you by email through the web. We point out that this kind of transmission may be lost, altered or falsified with or without third party involvement. Common emails are not protected against third party access and for that reason confidentiality may not be guaranteed. Due to the above we are not liable for the integrity of emails after they have left our control and we cannot compensate you for any resulting damage. In case any virus should enter your systems although we use anti-virus software we are not liable for any consequential damage. This limitation of liability applies only to the legally permitted extent.

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