



Standard Terms and Conditions

1. SCOPE - PARTIES TO THE CONTRACT

These terms and conditions apply to contracts between the company EUROTEXT Fachübersetzungen GmbH (Translator) and its customers, unless otherwise expressly agreed or prescribed mandatorily by statute. The customer accepts the terms and conditions when he issues the order.

The customer's Standard Terms and Conditions shall only be binding on the Translator if he accepts them expressly in writing.

2. SCOPE OF THE ORDER, LIABILITY

Orders of all types must show the object of the transaction without ambiguity; changes, confirmations or repeats must be marked as such.

Amendments and supplements shall be carried out by the management. Verbal agreements or declarations by other persons who have not been specially authorised by the Translator for this purpose shall only be valid if they are confirmed in writing by the Translator's management.

The Translator shall not be liable for delays or defects in quality that are the result of incorrect, incomplete, ambiguous and illegible information from the customer and in the translation specifications. This shall also apply to orders given verbally or by telephone.

If the customer wishes to publish the translation or to use it for advertising purposes he shall give the Translator a translation order for the text that is to be published or for the adaptation of the copy which shall be paid separately. If he withholds the above-mentioned uses from the Translator he shall not be entitled to demand damages if the publication or advertising has to be repeated because of an error in translation or a defective adaptation. In these cases the Translator reserves the right to submit claims for infringements of copyright.

The translation will be carried out diligently in accordance with the principles of the due exercise of a profession. The customer shall be given the contractually agreed copy of the translation. After the order has been completed in full the data provided by the customer will be deleted.

3. DUTIES OF THE CUSTOMER

The customer shall inform the Translator in good time of special forms for carrying out the translation (external format of the translation, translation on data carriers, number of copies, readiness for printing, etc.). If the translation is to be printed the customer shall provide the Translator with galley proofs. If he prints without a release from the Translator this shall be completely to his detriment.

The customer shall provide the Translator in good time and without request with documents and information (tables, illustrations, drawings, etc.) that are necessary for preparing the translation. The Translator shall not be responsible for faults that result from non-compliance with these obligations.

The Translator assumes that the customer will back up his data records, including after the date on which the translation is supplied.



4. IMPLEMENTATION BY THIRD PARTIES

The Translator may make use of third parties to carry out all business where he regards this as expedient at his own discretion. The Translator shall only be liable for the careful selection. However, he agrees to assign any claims against third parties to the customer on demand.

5. OFFERS, PRICES AND PAYMENT

Offers and prices are without obligation and non-binding. Prices are in euros unless another currency is agreed. In the case of contracts with private individuals VAT is included in the final price and shown separately. In all other cases it is calculated in addition where this is required by statute.

Payment shall be due immediately after acceptance of the translation. If the customer has not paid he shall be in default 14 days after the due date without any further declaration by the Translator.

Together with the agreed payment the Translator shall be entitled to reimbursement of the actually accruing expenses that are agreed with the customer. The Translator shall have the right to request a suitable advance payment at any time. In substantiated cases he may make the handover of his work dependent on the prior payment of his complete charges.

If the customer is in default with the payment the Translator shall have the right to demand interest of 5% above the then current base rate of the European Central Bank (ECB) from the respective date. The Translator reserves the right to show proof of greater damage.

If the amount of the payment is not agreed a payment shall be owed that is fair and usual with regard to the type and level of difficulty. In this case as a minimum the rates shown in the German Witnesses and Expert Witnesses (Reimbursement) Act ("Gesetz über die Entschädigung von Zeugen und Sachverständigen") shall be deemed to be fair and usual.

6. PERIOD FOR DELIVERY AND PERFORMANCE, DEFAULT OR DELAY IN DELIVERY

Dates or periods for delivery that are not expressly agreed as binding shall be deemed to be exclusively non-binding information.

In the event that the Translator is culpably unable to comply with an explicitly agreed delivery date or defaults for other reasons, the customer shall set a suitable period of grace, starting from the date of the receipt by the Translator of the written notification of default or delay. Following the expiry of this period of grace without result the customer shall be entitled to withdraw from the contract.

In the event of default or delay in delivery the Translator shall be liable to the customer pursuant to the statutory provisions if the default or delay in delivery is the result of an intentional or grossly negligent breach of an obligation. If the default or delay in delivery is not the result of an intentional or grossly negligent breach of contract for which the Translator is responsible, the Translator's liability shall be limited to the foreseeable damage that typically occurs.

If a default or delay in delivery for which the Translator is responsible is the result of the culpable breach of a material contractual obligation or of a cardinal obligation, the Translator shall be liable in accordance with the statutory provisions; in such cases the liability for damages shall be limited to the foreseeable damage that typically occurs.

The Translator shall have the right to make partial deliveries and part performances at any time.



7. DELIVERY

Delivery shall be by email, post or courier services chosen by the Translator. The Customer shall pay the costs of delivery unless the costs are in excess of an appropriate ratio to the value of the item delivered.

8. DISRUPTION, FORCE MAJEURE, VIRUSES

The Translator shall not be liable for damage that results from disruptions to his business, in particular through force majeure, e.g. acts of God and disruptions to traffic, network and server faults, line and transmission faults and other obstructions for which he is not responsible. In such cases the Translator shall have the right to withdraw from the contract wholly or partially. This shall also apply if the Translator shuts down or reduces his business wholly or partially for a defined period for good cause.

The Translator shall also not be liable for damage caused by viruses. When files are sent via email or any other form of remote data transmission the customer agrees to check the files and texts that were transmitted.

9. RESERVATION OF TITLE AND COPYRIGHT

The translation shall remain the property of the Translator until all claims have been paid in full. Until this happens the customer shall not have any right of use.

If the customer behaves in a manner contrary to the contract, in particular if the customer fails to comply with his payment obligation in spite of a reminder from the Translator, the latter may withdraw from the contract after fixing an appropriate time limit and demand the surrender of the translation that is still in his possession. Repossession of the translation shall be deemed to be withdrawal from the contract. The customer shall bear the delivery costs that accrue here.

The Translator reserves his copyright.

10. REMEDY OF DEFECTS

The Translator reserves the right to remedy defects. The customer shall have the right to remedy of any defects that the translation may contain. The customer shall notify the right to remedy of defects to the Translator in writing promptly after the date on which he detects a defect, with exact information on the defect. This provision shall not be deemed to be a time limit for the customer's defect rights.

Unless otherwise agreed the statutory guarantee rights shall be reactivated in the event that reworking or a substitute delivery is unsuccessful.

11. LIABILITY

In the case of intention or gross negligence by the Translator or a representative or vicarious agent the Translator shall be liable in accordance with the statutory regulations. The Translator shall otherwise be liable for injury to life and limb or health, or as a result of the culpable breach of material contractual conditions, or in so far as the Translator has maliciously concealed a defect or has provided a guarantee for the quality of the item delivered. However, the right to damages for a breach of a material contractual obligation shall be limited to the damage that is typical for the contract and foreseeable. Liability for damage to the customer's legal assets through the item delivered, e.g. damage to other objects, is excluded completely. The provisions of sentences 3 and 4 of this paragraph 1 shall apply in so far as the damage is the result of intention or gross negligence or because of liability for injuries to life and limb or health.

The provision in the above paragraph 1 shall cover damages together with performance and damages in the place of performance for any legal reason whatsoever, in particular for defects, breaches of obligations under the contractual obligation or for tort. It shall also apply to the claim for reimbursement of expenses to no purpose. However, liability for default or delay shall be governed by Clause 6.



This shall not affect the provisions of section 309 No. 7 of the German Civil Code ("BGB"), in particular with regard to the protected items referred to there.

12. PROFESSIONAL SECRECY

The Translator agrees to treat all facts in confidence that become known to him in connection with his work for the customer.

13. APPLICABLE LAW

The contract and all claims arising from it shall be governed by German law.

In the event that individual provisions of these contractual terms and conditions are ineffective or invalid this shall not affect the remaining provisions. The statutory regulations shall apply otherwise.

14. VENUE

The translator's headquarters, Essen, shall be the sole venue for all disputes arising from the contractual relationship, if the customer is a merchant.