

General terms and conditions for Uebersetzung-4u Translation Services

1. General

- a. The general terms and conditions are valid for all business dealings. The general terms and conditions are accepted by the customer and suppliers upon acceptance of the contract and are valid for the entire duration of the business relationship. They are also valid for any future business.
- b. Our offers are subject to alteration with respect to price, amount, delivery deadlines and form of delivery.
- c. Our conditions are accepted as valid and any regulations to the contrary are considered invalid, if within three days, no written objection to the conditions is received, which provides details of all those conditions that are deemed unacceptable and to what extent.
- d. Any arrangements such as delivery contracts, alterations, additions and sub-agreements, which are arrived at with our customer only become binding for us when confirmed in writing.
- e. The customer may raise no claims against us caused by obvious mistakes, any discrepancies in catalogues and diagrams, and spelling or errors involving false calculations.
- f. Any general terms and conditions of the customer are only binding for us, if we have recognised them explicitly.

2. Placing of order

- a. The customer issues the translation order in an electronic or other form. Telephone or other informal orders are also accepted in the interests of the smoothest possible cooperation. Any problems resulting from this are the responsibility of the customer.
- b. In that regard, the customer notifies us of the target language, subject matter, specific field of activity and scope of the text as well as any special terminological requests if necessary. The purpose and delivery deadline should be given as well.
- c. The customer can choose from among a range of data formats for the compilation of the translation e.g. RTF, ASCII, Microsoft® Word 97 and others.
- d. The text sent by the customer electronically will be confirmed by us. A contract is only granted when confirmed by us in writing.
- e. We are not liable for delays or deficits in the work done which are the result of the unclear, incorrect or incomplete issuing of an order contract, or mistakes and mistakable or even false formulations in the original text.

3. Work done by third parties

- We may use third parties to complete any of our business, to the extent that we regard this as serving our interests or as desirable. In this case we are only liable to ensure a careful choice. The need to show due care in choosing the third party is regarded as satisfied, if the third party is a translator or interpreter, who is legally sworn or authorised for the relevant language or is with a translation company, which we know and with whom we have already done successful business. Fundamentally, the business dealings exist only between us and the customer. Any contact between the customer and a third party of ours requires our approval.

4. Prices

- a. All offers and prices are subject to alteration. The prices are in Euros, as long as nothing to the contrary is agreed. In the case of large contracts, advance payments or payments by installments corresponding to the completed amounts of text may be demanded. All prices mentioned in our offers are net prices without value added tax.
- b. We may change any non-binding published price lists without notice. Prices and conditions previously offered do not justify the assumption that these will remain so without confirmation in the future.
- c. The customer will however be informed of deviations from previously published prices, sudden surcharges or additional requests for payment with the confirmation of contract at the latest. Dispatch costs, postage and other additional charges will not be included in the invoice to the customer assuming that these were not caused by the customer and are reasonable amounts.

5. Delivery deadlines

- a. Delivery deadlines will be specified to the best knowledge to the customer. They can only be estimated deadlines.
- b. A delivery is regarded as to have taken place if the translation can be proven to have been sent (dispatch protocol). The preferred method of transmission is email or FTP. The translation can be sent as a floppy disk or as printed documents according to the customer's wishes.
- c. We must be allowed at least 48 hours in order to complete the translation. All time data refers to Central European Time CET.

6. Disturbances, force majeure, closure and restriction of the business, network or server problems, viruses

- a. We are not liable for any damage caused due to a disruption of our business by in particular force majeure, e.g. acts of nature and traffic disruption, network and server problems, any other disturbances of the lines or transmission or any other obstacles not of our doing. In the case of such exceptions, we are justified in withdrawing from the contract either partially or completely. The same is valid, for our online service in particular, if for an important reason and a certain time we have to either partially or completely cease or limit our business.
- b. We are also not liable for any damage caused by computer viruses. We regularly use updated anti-virus software in order to avoid the risk of infection and recommend this to our customers as well. The customer is responsible for a final check of the texts and data transmitted in the case of deliveries of data by email, modem or any other remote transmission system. In this regard, any damage claims cannot be recognised.

7. Liabilities and complaints

- a. The contractor completes the preparation of the translation of the text to the best of their knowledge, in a grammatically correct manner, which corresponds to the purpose of the information, assuming no special agreements have been made or no specific requests are apparent from the nature of the contract.
- b. If the customer does not send a written objection without further ado and in any case at the latest within 5 working days (receipt by us) then the translation is regarded as approved. In this case the customer relinquishes all claims which he may have been able to make due to possible defects in the translation.
- c. If the customer makes a complaint about an obvious and not insubstantial deficit within the 5 day deadline, then this deficit must be described as precisely as possible, so that we have an opportunity to improve on it. The customer has the right to a reduction or annulment, if the improvement can be proven to be unsuccessful. More extensive claims, including claims for damages due to default are ruled out. Liability is limited to the level of the value of the contract concerned in any case.
- d. We are in every case liable in the case of gross negligence and intention; the liability for mild negligence is only admissible in the case of breaching essential contractual obligations. A recourse liability in the case of claims for damages of a third party is ruled out.
- e. We are not liable for translation mistakes which are caused by information or documents from the customer which are incorrect, incomplete or not available at the time required or by original texts which are erroneous or unreadable (also partially).

- f. The customer cannot make claims in the case of the purpose of the translation not being specified, when it is to be published or used for advertising purposes and later proves to be unsuitable due to it being badly adapted for publication or advertising and the translation has to be repeated or leads to damage to the reputation or image of the company.
- g. If the customer does not mention that the translation will be printed, does not provide us with a proof-read copy before going to press and prints without our approval, then any deficits which occur become his responsibility.
- h. The customer is liable for claims from us to the fullest extent if claims are made against us for violating copyright in the course of a translation or claims made against us by a third party.
- i. We accept no liability for materials, components of the contract, property warranties, dispatch manifests, processing instructions or similar items, which are from the customer, except for when there are specific written agreements to the contrary. We are not obliged to take these items into consideration in relation to the German Civil Code legal norms or for the purpose of the product liability law. In these cases the customer is liable to the fullest extent and releases us from any claims by a third party from the time of the acceptance of their contract.

8. Delay of delivery, impossibility of performance, withdrawal

- The customer is only entitled to withdraw from the contract due to our delay in delivering, if the deadline is exceeded by an unreasonable degree and he has already given us a reasonable new deadline in writing.

9. Relinquishment

- The customer's relinquishment of contractual rights requires our written agreement.

10. Conditions of payment

- a. In so far as nothing to the contrary is agreed, we will calculate the fee for the customer directly after the completion of the translation. Our fee is to be paid in net within 10 days of the invoice date by a bank transfer, check or cash and excluding any offset charges or retentions.
- b. The customer is in arrears, if the payment is not made by the date due and without us having to send any additional notification. In the case of arrearment, we are entitled to calculate interest and commission according to the usual rates of German banks for short term credits, and interest however at the level of three and a half percent per year at least above the respective discount rate of the German federal bank, irrespective of any other ongoing claims. If the customer is in arrears for payable amounts from the business contract or if we know of circumstances which reduce the creditworthiness of the customer (e.g. legal, legal administrative distrains, bankruptcy or settlement, negative disclosures from a recognised credit protection organisation etc) we can immediately make any further deliveries dependent on payments in advance, including deferred claims and bills of exchange taken in, irrespective of the period of the contract.
- c. We retain the right to change the conditions of payment of our offer to payment in advance or in the case of services in advance, demand a security, e.g. cash or a check, if the potential customer is shown to have negative rating by business credit agencies or any other data banks either via published information or as a known fact.

11. Retention of title

- The delivered translation remains our property until the complete payment of all demands. The customer has no right to use it until then. If the translation is for a third party we reserve the right to point out to the third party our unsettled demands and the consequent illegitimate use, and to possibly demand from them the settlement of the outstanding amounts as well as any overheads brought about.

12. Dispatch, transfer

- The dispatch and electronic transfer takes place at the customer's risk. We are not liable for a faulty or damaging transfer of the text or its loss or for any damage sustained on routes other than electronic transfer.

13. Confidentiality

- a. All texts are dealt with confidentially, and we adhere to secrecy concerning any facts which we learn of in the course of our work for the customer.
- b. In view of the electronic transmission of texts and data as well as other communications in electronic form between the customer and any other assistant personnel, we cannot guarantee the absolute security of business and information secrets or other confidential data and information. This is because it cannot be ruled out that unauthorised third parties may intercept the transmitted text during electronic transfer.

14. Protection from enticement of employees

- Our translators and interpreters must not be employed by the client either temporarily or full time, and not be assigned as freelance worker either directly or indirectly. Any violation of this provision entitles us to demand a penalty of 10.000 € for individual cases.

15. Applicable law and legal venue

- The contractual relationship and further business connections between us and the customer are only subject to German law with the exception of international commercial law. Tübingen, Germany is the only legal venue for all disagreements for both parties as long as admissible.

16. Final clause

- a. We are entitled to process and store personal details of the customer within the framework and limits of data protection regulations.
- b. The invalidity or nullity of one or several of these aforementioned conditions does not affect the validity of the other conditions. Rather, the invalid or void condition must in some way be amicably amended, so that it comes closer to its pursuant business purpose in a legally admissible manner.
- c. The laws of the Federal Republic of Germany are valid for the legal relationship between us and the customer.
- d. We will inform the customer in writing about any changes to the business conditions. Any changes are regarded as approved if the customer does not make a written objection within two weeks.