



General Terms & Conditions for translators - Susanne Steinbicker

1. Scope of application

- i. These Terms and Conditions apply for contracts between the Translator and the Customer, unless different conditions are explicitly agreed or legally required to be applied.
- ii. General Terms and Conditions of the Customer are only binding if the Translator has accepted them in writing.

2. Scope of translation contract

- i. The translation is carried out in accordance with professional standards and due diligence. The Customer receives the contractually agreed copy of the translation.

3. Cooperation and clarification by the Customer

- i. The Customer shall inform the Translator early on about the manner of execution of the translation (purpose, delivery of data, number of copies, readiness for publication, specified form of the translation etc.). If the translation is to be printed, the Customer shall forward a galley proof early enough before printing to the Translator, in order to allow the Translator to rectify any potential mistakes. Names and figures shall be checked by the Customer.
- ii. The Customer shall hand over any Information and material required to carry out the translation to the Translator at the time of contract award (terminology of the Customer, illustrations, drawings, tables abbreviations, internal terms etc.).
- iii. Mistakes and delays resulting from missing or delayed delivery of such information and material are not counted towards the Translator's obligations.
- iv. The Customer bears the liability for the exploitation rights of a text and is obliged to ensure that a translation may be carried out. The Translator is exempted from any property or personal rights of third parties.

4. Rights of the Customer in case of defects

- i. The Translator has the right to subsequent performance. The Customer is entitled to claim for rectification of defects within the translation.
- ii. The Customer's claim for subsequent performance needs to be filed promptly and stating exact details of the defect.

THANK
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Übersetzung und Lokalisierung

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iii. In case the Translator does not rectify the defects within a reasonable time frame or rejects the rectification of defects or the rectification of defects is declared a failure, the Customer is, after hearing the Translator, entitled to have the defects rectified by another translator at the Translator's expense, or to request a price reduction, or to withdraw from the contract.

5. Liability

- i. The Translator bears liability in case of gross negligence or wilful breach of duty. Damage caused by computer outage, delays in e-mail delivery or caused by viruses are not deemed gross negligence. The Translator takes precautions by installing anti-virus software.
- ii. Liability in case of ordinary negligence does only apply in case of breach of significant contractual duties.
- iii. The Customer's entitlement to compensation for damages in accordance with No. 5 (ii) is limited to 5.000 EUR; in individual cases it is possible to explicitly agree to a higher limit of liability.
- iv. The exclusion or limitation of liability in accordance with No. 5 (i), (ii) and (iii) does not apply in case of damages to life, body or health.
- v. The Customer's claims for defects (§ 634a BGB) lapse one year after acceptance unless the Translator has acted with fraudulent intent.

6. Professional confidentiality

- i. The Translator is bound to maintain confidentiality regarding all knowledge that he acquires in connection with the work performed for the Customer.

7. Cooperation of third parties

- i. The Translator has the right to involve staff members or knowledgeable third parties in the execution of the contract.
- ii. In case of the involvement of knowledgeable third parties, the Translator shall oblige them to confidentiality in accordance with No. 6.

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8. Fee

- i. The invoices of the Translator are due and payable without deductions 14 days after the invoicing date.
- ii. In addition to the contractually agreed fee, the Translator shall be reimbursed for incurred cost subject to approval of the Customer. In case legally required, value added tax shall be added to the invoice. The Translator is entitled to a reasonable advance payment towards his fee.
- iii. In case the fee is not specifically agreed, a reasonable fee based on type and difficulty of the work shall apply. This reasonable fee shall not be lower than the official rates of the Justizvergütungs- und -entschädigungsgesetzes (JVEG).

9. Ownership and property rights

- i. The translation remains in the Translator's ownership until its full payment.
- ii. The Translator reserves his rights to any potentially created property rights.

10. Right of withdrawal

- i. If the contract award is based on the Translator proposing his services via the internet, the Customer waives his potential right of withdrawal in case the Translator has started his work on the translation and has informed the Customer accordingly.

11. Applicable law

- i. The contract and all rights pertaining to it shall be governed by German law.
- ii. The contractual language is English.

12. Severability clause

- i. The validity of these Terms and Conditions shall not be affected by the invalidity of singular clauses. The invalid clause shall be replaced by a valid one, which shall be as close as possible to the economic result or the intended purpose.

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13. Changes and amendments

- i. Changes of and amendments to these General Terms and Conditions are subject to written notice. This shall also apply to the requirement of the written form.

München, Date

Susanne Steinbicker

Customer

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