

General terms and conditions of Übersetzungsbüro Language Center Limited

1. General

The general terms and conditions are valid for all business transactions with our clients. The client accepts the general terms and conditions by placing an order, and the general terms and conditions are valid for the whole period of the business relation. They are also valid for future business transactions.

2. Translating / Interpreting services

2.1. Order placing

The client places the translation orders in electronic or other form. In the interest of a smooth co-operation, orders via telephone or other informal orders are accepted, too. However, any problems resulting from this are borne by the client. In order to place an order, the client informs us about target language, subject matter and specialist field of the text as well as about possible special terminology requirements. In addition, the client has the opportunity to tell us the intended use of the translation. This is important if the translated text is to be published or printed. The client can choose among several file formats for the translation. We accept no liability for delays or faults caused by an unclear, incorrect or incomplete order placing.

2.2. Fulfillment by third parties

We may engage third parties for the fulfillment of all orders if we regard this as adequate or necessary. We only accept liability for the careful selection. The contact between the client and a third party engaged by us is only allowed following our approval. The business relation exists only between the client and us.

2.3. Prices

All offers and prices are subject to change without notice. The prices are given in Euro unless otherwise agreed. In case of large orders, a down payment or payment by installments according to the completed amount of text can be demanded. The minimum order per document/language is € 50.00. All prices given in our offers are net prices without VAT.

2.4. Delivery periods

Delivery periods are determined to the best of our knowledge and belief. These can only be probable periods. A delivery is deemed to have taken place when the translation has provably (sender protocol) been sent to the client.

2.5. Disruption, force majeure, termination and limitation of operations, network and server errors, viruses

We do not accept liability for damages caused by a disruption of our company, above all by force majeure, e.g. Acts of God and disruptions of traffic, network and server errors, possible other line and transmission faults and other obstructions we have no control over. In such exceptional cases we have the right to a complete or partial rescission of contract. The same is valid if important reasons lead to the complete or partial termination or limitation of our operations, especially our online service, for a certain time. We do not accept liability for damages caused by viruses. In the case of delivery of files via email, long-distance data transmission (modem) or any other long-distance transmission, the client is responsible for the final check of the transmitted files and texts. Claims for damages regarding this cannot be accepted.

2.6. Liability

If no special agreements regarding the qualitative requirements of the translation have been concluded and by the type of the order no specific requirements are evident, the supplier translates the complete text to the best of his/her knowledge and faithfully and grammatically correct. If the client does not immediately raise any written objections, at the latest within 5 days (confirmed by us), then the translation is deemed to be accepted. In this case the client waives any and all claims that he/she could be entitled to due to possible faults of the translation. If the client notifies within this period of 5 days an objectively existing, not only immaterial fault, then this fault has to be described as exactly as possible and we have to have the opportunity to remedy the fault. If a remedy of the defect is verifiably unsuccessful, then the client is entitled to deduction. Further claims, including claims for damages due to failure of performance, are excluded. In any case, the liability is limited to the value of the respective order. We only accept liability for willful negligence and premeditation; the liability in case of slight negligence only applies in the case of breach of material obligations. Recourse liability in the case of third parties' claims for damages is expressly excluded. We do not accept liability for translation errors caused by the client because of incorrect or incomplete information or documents, or information or documents not provided in good time or because of (also partly) incorrect or illegible source texts. If the client does not inform us about the intended use of the text, above all if it is to be published or used for advertising purposes, then the client cannot claim damages resulting from the fact that the text is not suitable for the purpose or that due to a faulty adaptation the publication or advertising has to be repeated or leads to disparagement or loss of image of the company. If the client does not inform us that the translation is to be printed, and if the client does not provide us with a galley proof before the document is printed and prints it without our approval, then any and all faults are borne by the client. If claims are filed against us because of infringement of copyright due to a translation, or if claims by third parties are asserted, then the client relieves us completely of liability.

2.7. Delay in delivery, impossibility of performance, rescission

The client is only entitled to rescission from the contract in those cases of delay in delivery and impossibility of performance caused by us if the delivery has been unduly long exceeded by us and if the client has given an adequate extension.

2.8. Transfer of the rights

The transfer of the rights resulting from a contract with the client requires our written approval.

2.9. Terms of payment

Our fees are payable upon delivery, at the latest within 14 days after the invoice date without any deduction, excluding the right to withhold.

2.10. Reservation of ownership

Until payment of all receivables has been made in full, we have the title to the delivered translation. Until then the client has no right of use.

2.11. Delivery, transfer

The delivery or the electronic transfer is carried out at the client's risk. We assume no liability for an imperfect or detrimental transmission of the texts or for their loss as well as for their damage or loss on the non-electronic way of transport.

2.12. Classification

All texts are treated as confidential and we pledge to maintain silence concerning all facts that become known to us in connection with our work for the client. Given the electronic transmission of texts and data as well as any other electronic forms of communication between the client, ourselves and possible subcontractors, we cannot guarantee an absolute protection of operational and information secrets and other confidential data and information as it cannot be excluded that unauthorized third parties electronically seize the transmitted texts.

2.13. Effectiveness

The initial or later occurring invalidity of one or more provisions of the General Terms and Conditions does not affect the validity of the other provisions. In that case, a valid provision shall be deemed agreed that is closest to the legal and economic purpose.

2.14. Applicable law and jurisdiction

The contractual relation and other business relations between ourselves and the client are exclusively subject to German laws excluding international sales law. Subject to admissibility, the exclusive jurisdiction for all disputes shall for both parties be Wiesbaden, *Germany*.