

GENERAL TERMS OF CONTRACT

1. Scope of Application

(1) These terms and conditions shall apply to contracts by and between Übersetzungsbüro Jutta Kreienbaum (hereinafter called "Contractor") and its customers (hereinafter called "Customers"), as far as no other agreement has been expressly concluded or is necessarily required by law.

(2) The Customer's General Terms and Conditions shall only be binding on the Contractor, if expressly confirmed and recognized by the latter.

2. Scope of Translation Order

The translation shall be carried out with due diligence according to the principles of due exercise of the profession. The Customer shall receive the agreed execution of the translation.

3. Customer's Duties of Assistance and Information

(1) The Customer shall inform the Contractor of any special forms of execution of the translation (translation on data carriers, number of copies, ready for press execution, external form of translation a.s.o.). In case the translation is intended for printing, the Customer shall make a proof sheet available to the Contractor.

(2) The Customer shall make any information and documents being required for carrying out the translation available to the Contractor in due time and even without having been requested to do so (glossaries of the Customer, illustrations, drawings, tables, abbreviations etc.).

(3) The Contractor shall not be responsible for any mistakes resulting from the non-observance of these duties.

4. Removal of Defects

(1) The Contractor shall reserve the right to remedy defects. The Customer shall be entitled to claim the removal of any defects inherent in the translation. The claim to the removal of defects shall be asserted by the Customer by clearly indicating the defect.

(2) In case of failure of the rework or of a substitute delivery, the statutory warranty rights shall be reinstated, unless a contrary agreement was made.

5. Liability

Contractor shall be liable in case of gross negligence and intent. No liability shall be assumed in case of slight negligence, unless in case of infringement of essential contractually agreed duties.

6. Professional Secrecy

The Contractor shall not disclose any facts coming to his knowledge in connection with his activities carried out on behalf of the Customer.

7. Remuneration

(1) The remuneration shall become payable immediately upon acceptance of the completed translation. The translation shall be deemed accepted, if no complaints are received from the Customer within 1 week after delivery of the completed work by the Contractor.

(2) Apart from the agreed fees, the Contractor shall be entitled to reimbursement of the charges actually incurred and agreed with the Customer. In case of contracts concluded with private Customers, the value added tax shall be included in the final price - separately indicated. In all other cases, it shall be charged in addition, as far as legally required. In case of large-volume translations, the Contractor shall be entitled to claim a down-payment which is objectively required for the execution of the translation. In justified cases, the Contractor shall be entitled to claim full payment of its total fees before handing over its work.

(3) In case no rate of fees has been agreed, remuneration shall be owed, which is adequate and usual in view of the kind and level of difficulty. In such case, the rates listed in the German Act on remuneration of witnesses and experts (ZSEG) shall be deemed appropriate and usual at the minimum.

8. Retention of Title and Copyright

(1) The translation shall remain the property of the translator until complete payment. Until such date, the Customer shall have no right of utilization.

(2) The Contractor shall reserve its copyright.

9. Applicable Law

German law shall apply to the contract, and all claims resulting therefrom. The invalidity of individual clauses hereof shall not affect the validity of these terms and conditions.