

General Terms and Conditions

1. Scope of application

- (1) These General Terms and Conditions (Terms and Conditions) for language services form part of every order that the Client places with Verbum versus Verbum. Any terms that contradict these Terms and Conditions shall only be recognised by express written agreement. When an order is placed, only the Terms and Conditions underlying the offer in question shall apply, or only those Terms and Conditions published on the website www.verbum-versus-verbum.de at the time when the order is placed. The Client can read the latest version of the Terms and Conditions immediately before placing an order. The Terms and Conditions shall apply until further notice. They shall be replaced by a new or revised version if it should become necessary.
- (2) The Client's General Terms and Conditions shall only be binding on the Language Service Provider (LSP) if they have been expressly acknowledged by the LSP.

2. The Client's duty to cooperate and provide information

- (1) On placing the order and without special request the Client shall immediately provide the LSP with all information and documents that are necessary in order to complete the translation (examples: the Client's glossaries, illustrations, tables, drawings, acronyms/abbreviations).
- (2) Any misunderstandings and errors resulting from the Client's lack of cooperation shall be deemed the fault of the Client.

3. Execution of the work, correction of errors

- (1) The translation will be carried out according to proper professional standards. If the Client does not provide any materials or issue special instructions, technical terms will be translated in the usual way, as evidenced in dictionaries or as generally understood.
- (2) Unless otherwise agreed in writing, a working translation will be prepared and delivered. The LSP must be notified of any special wishes when the order is placed so that the necessary arrangements can be made. Such special wishes are understood as requests for certified translations, work ready for publication, the preparation and adaptation of advertising copy in foreign languages, text input, typesetting and printing work, formatting and conversion work, proofreading/editing, urgent assignments, the use of a certain terminology or glossary and the creation and expansion of such a glossary.
- (3) The LSP shall not be held responsible for mistakes in the translation due to barely legible, flawed or incomplete originals or resulting from erroneous or incorrect terminology provided by the Client.
- (4) If the Client complains about an objective error in the translation that is more than insignificant, the Client shall be entitled to demand that the LSP corrects this error. In such a case the Client must immediately contact the LSP in writing, precisely identifying the error and requesting that it be corrected. The Client must allow the LSP a reasonable amount of time in which to correct the error.
- (5) The Client shall not be entitled to have the error corrected, if the Client fails to give notice of the error within 2 weeks of the delivery of the translation.
- (6) If the corrections or the re-translation are not to the Client's satisfaction, the LSP's liability shall be limited to the value of the order.
- (7) Delivery periods and delivery dates shall be agreed when the order is placed and shall be binding. The LSP, however, shall not be in default if the translation is delayed for reasons that are not its fault. If force majeure is the reason why the LSP cannot deliver the translation by the agreed date, the LSP shall have the right to rescind the contract or to require a reasonable extension from the Client. In such cases the Client shall have no further rights and shall particularly not be entitled to claim damages. The delivery periods shall be re-negotiated if there is any change in the subject matter of the order.

4. Liability

- (1) The LSP shall be liable for a reasonable amount in the case of gross negligence and deliberate acts. Its liability, however, shall be limited to the value of the order. In the case of slight negligence the LSP shall only be liable if it is in breach of major contractual obligations.

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- (2) The LSP shall not be liable for damage to and the loss of the data and materials provided by the Client. The Client must ensure sufficient backup and protection for its data.
- (3) In the case of urgent assignments which require the work to be split between several translators the LSP cannot guarantee consistent terminology. The Client shall not be entitled to claim damages nor to short-pay the invoices.

5. Professional secrecy

The LSP undertakes to treat as confidential the information and documents that it receives in connection with the order. All of the LSP's internal and external staff and collaborators are duty bound to maintain secrecy in relation to the LSP and its customers and shall treat all information that comes to their knowledge as strictly confidential.

6. Basis for calculation

- (1) In accordance with the recommendations of the Federal Association of Translators, translations will be invoiced on the basis of the translated text in the target language. The basis of calculation is the number of standard lines, one standard line consisting of 55 characters, including spaces.

7. Rights of third parties

- (1) The Client shall ensure that the information, documents and other items provided to the LSP are not encumbered by the rights of third parties, preventing them from being processed, exploited and duplicated and/or preventing the translation from being published.
- (2) The Client shall indemnify the LSP harmless against all liability for claims of third parties based on the use, processing, exploitation or duplication of this information, these documents and other items.

8. Termination of the contract

The Client may only terminate the contract before the completion of the translation if there are important reasons for doing so. Notice of termination shall only be effective if it has been given to the LSP in writing. In this case the LSP shall be entitled to claim damages for the costs incurred.

9. Proper law

- (1) The order and all resulting claims shall be governed by German law.
- (2) If any parts of these Terms and Conditions should be or become void or invalid this shall not affect the validity of its remaining provisions.
- (3) Please note that the English translation of the German original *Allgemeine Geschäftsbedingungen* (see website) is a courtesy translation only. The German version shall be binding.

Rosbach v.d.H., Germany, 17 July 2009