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Fachübersetzungen

General Terms and Conditions (AGB)
discover legal Besendahl & Lehnich
Übersetzer & Dolmetscher Partnerschaft,
Am Ree 19, 22459 Hamburg

1. General

1.1 These General Terms and Conditions are applicable to all contracts, services and agreements between discover legal Besendahl & Lehnich Übersetzer & Dolmetscher Partnerschaft (Translator) and the Client, unless otherwise provided for by law or written agreement between the Translator and the Client.

1.2 Upon placing an order, the Client expressly recognizes these General Terms and Conditions, which shall be applicable without requiring any further agreement to the entire business relationship including subsequent orders. Deviating terms and conditions on the part of the Client are refused expressly and deemed non-binding.

2. Placing of orders

Orders are generally placed in writing via email, fax or mail.

The order is not deemed accepted before the Translator has issued a written confirmation.

Any defects in connection with performance and/or delays that were caused by unclear, incorrect or incomplete placement of order are the responsibility of the Client.

3. Scope of order

3.1 The translation services are performed in accordance with the principles of proper practice of the profession, thereby exercising the due care required in business. Notwithstanding any deviating written agreement, the Client shall in principle receive the contractually agreed copy of the translation in a data format compatible with Windows.

3.2 The scope of performance to be rendered by the Translator does not include any additional or specific tasks, such as a certain layout of the texts, formatting, design or any adjustments required to match Client templates.

If the Client requests use of a specific set of terminology or a special style, this is to be agreed separately upon placement of the order.

4. Client's duties to cooperate

4.1 The Client shall provide without charge and in a timely manner the Translator with all the information and documents, such as illustrations, drawings, glossaries and parallel texts, which, according to the Translator's specifications, are required for understanding and translating the content. Any mistakes or delays resulting from non-compliance with this duty shall be the responsibility of the Client.

4.2 The Translator reserves the right to independently correct obvious mistakes or inaccuracies in the original text to the best of his/her knowledge based on the understandable content of the original text and to translate these into stylistically impeccable language; such deviations shall be marked separately.

4.3 In all other cases, the Translator shall consult the Client; any delays resulting therefrom shall be the responsibility of the Client.

The Client shall ensure that all approvals and transfers of rights required for utilisation of third party copyright or utilisation rights are obtained.

5. Cooperation with third parties

The Translator is entitled to involve competent third parties in the performance of the order, either fully or in parts, also without the Client's explicit consent.

In this case, the Translator is responsible for carefully selecting these agents, whereby the Translator guarantees that they have the required competence.

The Translator shall ensure that the aforementioned agents observe the standards relating to data security and confidentiality set forth in the following .

6. Compensation, invoicing

6.1 Compensation is calculated on the basis of a standard line of 55 characters including spaces. If the original text has more or less characters per line, every 55 characters are deemed a line.

The minimum compensation amounts to EUR 60.00, independent of the

number of lines or characters.

In exceptional cases, a lump-sum compensation amount may be agreed upon.

Upon payment of the compensation, all the Translator's services, including proofreading, are settled.

6.2 Any requests for changes by the Client that are not based on faulty translation of the original text, are charged separately. This shall be calculated on the basis of the compensation per line that was charged for the original translation.

6.3 Urgent translations are subject to a 30% surcharge on the normal price. Translations that are to be completed within a period of 48 hours following order confirmation, translations that require translation work of more than 150 lines per day and translations that cannot be completed without overnight work or work at the weekend are deemed urgent translations.

6.4 Prices will be quoted individually on the basis of the language combination, the difficulty and the urgency of the translation. The assessment of the level of difficulty is at the Translator's discretion and takes account of the content and language of the text.

6.5 Translations are generally transmitted electronically via email. Upon request, the Translator offers the possibility to exchange data via the Translator's server.

Any other forms of transmission or storage of the translation on a data carrier are subject to an additional charge.

6.6 Value-added tax as applicable at the time will be added to the compensation agreed upon.

6.7 If the Client cancels the order after confirmation thereof or if the order is not performed or not performed in full due to circumstances, for which the Client is responsible, the Translator is entitled to receive the agreed compensation for the part of the translation, which was already completed. For the part of the translation, which was not completed, the Translator is entitled to receive the agreed compensation less expenses saved.

6.8 If the estimated total compensation exceeds EUR 1,000.00, the Translator is entitled to issue invoices on account at appropriate intervals.

6.9 Invoice amounts are due and payable without any discounts within 14 calendar days after the date of the invoice; cash discounts are excluded.

7. Data security and confidentiality

7.1 The Translator shall treat all the texts and information submitted strictly confidentially and shall refrain from passing these on to third parties, unless these are passed on within the admitted scope to employees or sub-contractors. The Translator undertakes to observe secrecy with regard to all facts he/she obtains knowledge of in the scope of services performed and to also subject any agents or sub-contractors to this confidentiality obligation.

7.2 The Translator further undertakes to return all the documents received in the scope of performing the services to the Client upon the latter's request without undue delay.

7.3 The Client agrees that the Translator will store the original text and the translation electronically on data carriers. The Translator undertakes to protect these data from third party access by using an antivirus program as well as a firewall.

7.4 The Translator offers the Client the possibility to exchange data safely through the Translator's server. The Translator assumes no liability and warranty whatsoever for the safety of data that is transmitted via email.

8. Defects

8.1 In case of defects in the translation, the Client shall notify the Translator thereof in writing within a period of 14 calendar days after transmission of the translation to the Client.

After this period, any liability for defects is excluded.

8.2 If the notification of defects is justified, the Translator has the right to subsequent performance; in this case, the Client shall specify the claim and the reason for notification of defects, thereby stating the defects in detail.



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Fachübersetzungen

8.3 If the Translator fails to rectify the defects within an appropriate period or if the Translator decides definitely to refuse subsequent performance or rectification of defects, the Client is entitled to rescind the contract or request reduction of the compensation.

Any further rights or claims, particularly claims for damages, are excluded in such cases; the same applies to recourse with regard to third party claims for damages.

9. Liability

9.1 In principle, the Translator is only liable in cases of intent and gross negligence; the same applies to the liability of any agents or sub-contractors involved and to liability for poor choice of agents.

Liability for ordinary negligence is limited to breach of material contractual duties.

9.2 Liability for translation mistakes due to incorrect, incomplete, illegible original texts, documents or information or delayed provision thereof is excluded.

The same applies to force majeure and technical difficulties outside the Translator's sphere of influence and responsibility.

9.3 The Translator is not liable for loss or damage that occurs during transmission or transport; in the event of transmission via electronic data exchange, the Translator is only liable in terms of paragraph 1 if duties relating to the observance of data security were breached.

9.4 In cases of ordinary negligence, liability is limited to a maximum amount of EUR 5,000.00; in all other cases, liability is limited to the order value.

This does not apply to damage resulting from injury to life, limb and health of a consumer.

9.5 Liability for consequential harm caused by a defect is limited to the statutory periods of limitation; Section 202 (1) BGB [German Civil Code] shall remain unaffected therefrom.

9.6 Client claims vis-à-vis the Translator for defects in a translation become statute-barred within six months after acceptance of the translation. This does not apply in cases of fraudulent intent or if the contract was concluded with a consumer.

10. Deadlines, delay and default

10.1 Deadlines are not deemed contractually binding deadlines by the Translator, unless explicitly thus agreed upon.

10.2 If the Translator delays performance, the Client is entitled to cancel the contract after setting a reasonable grace period.

10.3 If the Client defaults on payment, either fully or in part, the outstanding invoice amount is subject to interests 8 percentage points above the ECB base rate.

The assertion of further claims for damages remains unaffected therefrom.

10.4 If, in case of default on the part of the Client, the order has not been completed in full, the Translator is entitled to subject further performance to the payment of the outstanding amount. The Translator is, in this case, further entitled to request advance payments up to the compensation amount agreed upon.

In case of several orders, the Translator is also entitled to utilise these rights with respect to the other orders.

10.5 If the Client fails to pay within a reasonable grace period, the Translator is entitled to cancel the contract without previous notice.

In this case, the Translator's claims are governed by item 6.7; the Translator further reserves the right to assert further claims for damages.

11. Retention of title and copyrights

11.1 The translation remains the property of the Translator until all open invoice amounts have been paid in full. The Translator expressly retains copyrights pursuant to Section 3 UrhG [German Copyrights Act]; the transfer of copyrights and utilisation rights to the Client is in any case conditional upon full payment of the compensation.

11.2 If the translation affects or infringes upon third party copyrights and claims are asserted against the Translator for this reason, the Client is obliged to fully indemnify the Translator against any such claims.

12. Applicable law, place of jurisdiction

Exclusively German law shall be applicable to the order as well as all mutual claims arising thereunder.

Place of jurisdiction for all disputes arising under the order is Hamburg.

13. Written form

Amendments and modifications of these General Terms and Conditions require written form; the same applies to any modifications of the written form requirement itself.

Last amended 02/2011