

Terms and Conditions of Bundscherer Fachübersetzungen

1. Scope of application

(1) These Terms and Conditions apply for contracts between Bundscherer Fachübersetzungen and the customer unless otherwise expressly agreed to or required by law.

(2) The customer's general terms and conditions are only binding for Bundscherer Fachübersetzungen if these have been acknowledged in writing.

2. Scope of the translation contract

Translation services are carefully performed in accordance with general professional standards. The customer receives the contractually agreed version of the translation.

3. Customer's duty to cooperate and to inform

(1) The customer agrees to inform Bundscherer Fachübersetzungen in a timely manner of desired translation styles (purpose, delivery on storage media, number of copies, whether it will be published, layout of the translation, etc.). If the customer intends to have the translation printed, he agrees to provide Bundscherer Fachübersetzungen with a copy proof in good time prior to printing to eliminate any errors. The customer is responsible for checking names and numbers.

(2) The customer agrees to provide Bundscherer Fachübersetzungen any information and supporting documents necessary for preparing the translation once the contract has been awarded (customer terminology, illustrations and figures, drawings, charts and tables, abbreviations, internal terms, etc.).

(3) Bundscherer Fachübersetzungen is not responsible for errors and delays resulting from lacking or delayed provision of information material and instructions.

(4) The customer assumes liability for the rights to a text and is responsible for ensuring that a translation is permissible. The customer releases Bundscherer Fachübersetzungen from corresponding third-party claims.

4. Customer rights in the event of defects

(1) Bundscherer Fachübersetzungen reserves the right to correct defects through subsequent performance. Initially the customer only has the right to have any defects that may be contained in the translation corrected.

(2) To claim the right to subsequent performance the customer must do so in writing, describing the defects in detail, without delay after delivery of the translation.

(3) If Bundscherer Fachübersetzungen fails to correct the defects outlined by the customer within a reasonable period or refuses to correct these, the customer's initial attempt is considered unsuccessful. The customer is then entitled, after consultation with Bundscherer Fachübersetzungen, to have the defects corrected by another translator at the expense of Bundscherer Fachübersetzungen or to

request a price reduction or to withdraw from the contract. The correction of defects is considered unsuccessful if, even after several attempts, the translation still contains defects. Claims for damages or compensation for any other expenses are excluded.

5. Legal liability

(1) Bundscherer Fachübersetzungen is liable for gross negligence or wilful misconduct. Damages caused by computer crashes and interruptions in e-mail transmissions or by viruses are not considered gross negligence. Bundscherer Fachübersetzungen uses anti-virus software as a precaution. Liability in the case of slight negligence applies only in the event of a breach of primary obligations.

(2) The customer's right to claim damages from Bundscherer Fachübersetzungen as outlined in No. 5 (1) sentence 4 is limited to the contract sum.

(3) Customer claims against Bundscherer Fachübersetzungen due to defects in the translation (Section 634a BGB - German Civil Code) are subject to a statute of limitations of one year following the acceptance of the translation, except in cases of malice.

6. Professional secrecy

Bundscherer Fachübersetzungen agrees to exercise discretion with regard to all facts coming to its knowledge in connection with the performance of its services for the customer.

7. Third-party involvement

(1) Bundscherer Fachübersetzungen is authorized to utilize employees or external specialists for the purpose of performing the contract.

(2) When utilizing external specialists Bundscherer Fachübersetzungen ensures that these agree to maintain secrecy as per No. 6.

8. Remuneration

(1) Invoices from Bundscherer Fachübersetzungen are due and payable net within 14 days of the invoice date.

(2) Prices do not include sales tax.

(3) In addition to the agreed fee, Bundscherer Fachübersetzungen is also entitled to reimbursement for the actual expenses incurred, as agreed with the customer. In all cases, sales tax (VAT) is excluded and invoiced separately, if required by law. Bundscherer Fachübersetzungen may request a reasonable advance payment for large translation projects. Bundscherer Fachübersetzungen may arrange with the customer in writing that the delivery of the translation is dependent on having received the full payment of the fee in advance.

(4) If the fee amount has not been agreed in advance, an appropriate remuneration is due corresponding to the type and difficulty of the services. The remuneration shall not fall short of the respectively applicable rates pursuant to the German

Judicial Remuneration and Compensation Act (Justizvergütungs- und –
entschädigungsgesetz –JVEG).

9. Reservation of title and copyright

(1) The translation remains the property of Bundscherer Fachübersetzungen until it is fully paid for. The customer has no right of use prior to this.

(2) Bundscherer Fachübersetzungen reserves the right to any resulting copyright and the right to use the translation for other purposes.

10. Right of withdrawal

If the award of the contract for the translation results from an offer to provide such services made by Bundscherer Fachübersetzungen via the Internet, the customer waives any right to withdraw from the contract if Bundscherer Fachübersetzungen has already begun working on the translation and has informed the customer thereof.

11. Applicable law

(1) The contract and all claims arising from it are subject to German law.

(2) The contract language is German.

12. Place of performance and jurisdiction

The place of performance is Speichersdorf, Germany. The place of jurisdiction is Bayreuth, Germany.

13. Severability clause

The invalidity of individual provisions shall not affect the validity of the remaining Terms and Conditions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the intended economic purpose of the original provision.

14. Changes and amendments

Changes and amendments to these Terms and Conditions must be in writing. This also applies to the written form requirement.