

General terms and conditions of business

Translating and interpreting assignments, being a special type of service, are only offered under the following Terms and Conditions. Any contrary Terms and Conditions shall not be accepted by me. Differing agreements or amendments to my Terms and Conditions are only valid when they are agreed in writing. If the individual provisions of these General Terms and Conditions of Business are found to be invalid, then the remaining provisions of the General Terms and Conditions of Business shall remain in effect. If one provision becomes invalid, it shall be replaced by a valid provision which comes as close as possible to the purpose intended by the invalid provision. Any amendment must be agreed upon in writing.

1. Fees and Quotations

The fee to be charged shall be determined on the basis of the quotation provided at the time of acceptance of order (as per price list or specially agreed fee). All prices quoted are gross.

2. Lines

Translation fees are based on the number of lines contained in the translation (whereby one line shall consist of 55 keystrokes including empty spaces). The number of lines shall be determined using a count programme based on the target language.

3. Delivery

Upon completion, the translation shall be delivered to the customer by way of the agreed means (e-mail, postal, courier, modem). Any risk carried by such delivery remains with the customer. Unless agreed otherwise between the customer and myself, my invoice shall be sent to the customer by post or per email.

4. Classification of texts, order and delivery deadlines

The complexity of a text and the time for delivery of the completed translation shall only be determined following my in-depth checking of the submitted text. Any delivery dates shall only be binding with my written confirmation. Orders shall only be accepted following my checking of text and delivery dates. The commissioning of the translation must be made in writing. In the interest of the completion of the translation, I reserve the right to use the services of competent third parties. In the event of failure to comply with an agreed delivery date due to force majeure, I shall be entitled to either cancel the contract or to be granted a reasonable extension. If I cannot fulfil my obligation under the extended deadline granted, the customer is entitled to cancel the order. Any further rights, in particular claims for compensation, are excluded in all these cases. The order is deemed to be fulfilled when the completed translation is ready for delivery and has been sent to the customer using the agreed means of transmission.

5. Price agreements

Unless agreed otherwise, the basic fees/prices quoted in the dispatched price list shall apply. The customer shall be notified of any change in prices by sending him the new price list without delay. Special prices for individual orders are subject to prior agreement in writing and may be confirmed in writing upon request. On request, the customer may receive an estimate. Due to the difficulties in estimating the volume of the target text, only a binding price per line and an estimated total can be quoted. This total is for orientation only and shall not be binding on us. Only the actual number of translated lines determined after completion of the target text shall be used as the basis for invoicing.

6. Teaching services

Charges for teaching services shall be based on the quotation (price list) provided at the time of acceptance of order. In individual cases, a special price may be agreed upon. Travel time to and from the place of the assignment shall be deemed working time and be invoiced together with the interpreting fees. Travel expenses shall be invoiced additionally. Accommodation costs shall be borne by the customer.

7. Interpreting services

Charges for interpreting services shall be based on the quotation (price list) provided at the time of acceptance of order. In individual cases, a special price may be agreed. Travel time to and from the place of the assignment shall be deemed working time and be invoiced together with the interpreting fees. Travel expenses shall be invoiced additionally. Accommodation costs shall be borne by the customer.

8. Complaints

All translations shall be completed in the best possible quality. Unless specific instructions or reference materials are provided, I shall use the generally accepted versions for translation of any technical terms. In the case of translations to be published, my warranty is subject to the translation being proof-read/edited. If, contrary to all expectations, one of my translations is cause for complaint, I must be notified immediately after detection of the fault. Notification must be made within 6 weeks from delivery, otherwise the translation shall be deemed free of any shortcomings. The customer shall then be entitled to receive a new, flawless translation. Any additional claims shall be excluded should I not be granted a chance to correct the translation within a reasonable timeframe (§ 633 BGB, Civil Code). Any amendments made by third parties shall release us from any warranty claims, and I shall not be held liable for these. Any warranty claims shall lapse within six months of the delivery date (§ 638 BGB).

I shall not be held liable for any faulty translations caused by the customer through incorrect or incomplete information or faulty original texts. Unless I or one of my third parties are proven to be wilfully or grossly negligent, I shall not be liable for any consequential damage.

9. Cancellation of the translation order

If the customer places an order and then cancels it without having the statutory or contractual right to do so, I am entitled to charge the actual costs incurred to date to the customer's account.

10. Terms of payment

The customer shall be invoiced for translation services and additional charges after completion and delivery of the translation. Payment is due within 14 days from the date of invoice. Discounts are only granted when agreed in writing. In individual cases, special payment terms may be agreed upon. For high-volume orders I am entitled to demand part payments due within agreed periods of time following delivery of the service completed to date. The ongoing fulfilment of the order shall be dependant on the part payment received. In the event of late payment, I am entitled to suspend the order until the part payment due has been made. I shall not be held liable for any damage caused to the customer resulting from justified suspension of the order due to late payment. Any translation completed by me shall remain my property until full payment has been made.

11. Place of business and Jurisdiction

Court of jurisdiction is Bayreuth.