



## **General Terms and Conditions of Translation Services**

### **§ 1 Scope**

The following Terms and Conditions apply to contracts entered into between Gödecke Übersetzungen, Hauptstraße 51, 69469 Weinheim, and its Clients.

### **§ 2 Services**

Gödecke Übersetzungen provides translation services in the area of general translations, specialist translations and certified translations.

### **§ 3 Restrictions of acceptance of orders / Declining of translations**

Gödecke Übersetzungen reserves the right to decline – even after the conclusion of the contract – translations of texts of an illegal, unethical or offensive nature. Apart from that, Gödecke Übersetzungen will – even after the conclusion of the contract – not decline a translation unless Gödecke Übersetzungen is unable to provide a translation of adequate quality within the period of time specified by the customer for reasons of the difficulty and/or the volume of the source text. In such case, Gödecke Übersetzungen will inform the customer in due time.

### **§ 4 Transmission of the source text and delivery of the translation**

In general, the Client transmits the source text to be translated to Gödecke Übersetzungen in electronic form, i.e. by email, by download from the Client's server or from the Cloud, etc.

In these cases, the translation will be delivered to the Client in electronic form as well.

In case of certified translations, the Client has the option to send a scan of the original document or a certified copy thereof by email to Gödecke Übersetzungen or to personally furnish the original document or a certified copy thereof at the office of Gödecke Übersetzungen. In the latter case, Gödecke Übersetzungen will scan and then save the Client's document and immediately return it to the Client. Gödecke Übersetzungen will not keep any originals at its premises. Certified translations will be delivered as hard copies bearing the certified translator's stamp and signature. If the source document was provided as a scan made by the Client, the Client shall – unless expressly otherwise agreed – furnish the original document or a certified copy thereof when the Client picks up the translation at the office of Gödecke Übersetzungen.

Should an apostille or legalization by a competent district court be required for a certified translation, the Client shall inform Gödecke Übersetzungen accordingly and specify the country for which the certified translation, apostille or legalization is needed. In this case, Gödecke Übersetzungen will provide the Client with a copy of the notary's and/or the district court's invoice and charge the notary's and/or the court's fees plus the translator's time expenditure for such visits to the authorities to the Client.

### **§ 5 Client's duty of information**

Together with the order, the Client shall specify the subject area(s) the source text belongs to in the Client's opinion. This information is in the Client's best interest and should be as detailed and accurate as possible.



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If the Client wishes specific (corporate) terminology to be used, the Client shall inform Gödecke Übersetzungen accordingly and provide reference materials (sample texts, glossaries etc.), if available, to enable Gödecke Übersetzungen to achieve the best possible result. In case of doubt or uncertainty, it is desirable that the Client is available (via the phone or email) to answer any queries Gödecke Übersetzungen may have.

### **§ 6 Express translations**

The Client may choose to order time-critical translations as express translations. This needs to be expressly specified in the Client's enquiry or order. Depending on the volume and the urgency of an order, Gödecke Übersetzungen can charge an express fee and will notify the Client accordingly before the conclusion of the contract.

### **§ 7 Requests for quotation and orders**

It is at the Client's discretion to place an order with Gödecke Übersetzungen – subject to Gödecke Übersetzungen accepting the order – without requesting a quotation first or to request a quotation specifying the costs and the possible date of delivery. Quotations will be made free of charge and will not be binding on either party.

The contract shall be deemed concluded with legal effect unless Gödecke Übersetzungen notifies the Client within 2 work days upon the receipt of the Client's order that Gödecke Übersetzungen will be unable to deliver the translation service in the form desired by the Client.

### **§ 8 Delays in delivery for important reasons**

If Gödecke Übersetzungen, after accepting the order, finds that Gödecke Übersetzungen will be unable to provide the service within the period specified for important reasons (e.g. illness of the translator, technical disturbances in the network), Gödecke Übersetzungen shall inform the Client immediately about such delay and arrange a new delivery date with the Client, if possible.

### **§ 9 Minimum order value**

Depending on the language pair, the minimum order value ranges between € 25.00 and € 60.00 net plus the applicable VAT.

### **§ 10 Invoicing**

The word or line count of a target text is usually different from that of the source text. As Gödecke Übersetzungen charges the final price of its services based on the word or line count of the target text, the final price can in some cases not be indicated until the completion of the translation. Depending on the level of difficulty and the field, the price quoted and the final price may differ. In such cases, Gödecke Übersetzungen will provide the Client with a corrected quote for acceptance or a new agreement.

### **§ 11 Proper translation**

All source texts are translated with the greatest care by qualified translators with relevant professional qualifications and/or experience, to the translator's best knowledge and belief and according to the principles of proper exercise of the profession, and the translations should be free from errors. Negligible errors shall not be considered errors giving rise to complaint.



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Gödecke Übersetzungen undertakes to ensure that there are no omissions or additions in the translation but reserves the right to add comments, footnotes etc. if necessary for the better understanding of the target text.

### **§ 12 Client's right in case of errors, contractor's liability**

Gödecke Übersetzungen will check the finished translation for completeness and data format and any errors obvious at first sight and deliver the translation to the Client as agreed under the contract. If the Client does not make a complaint within 14 days following the delivery – this period shall begin to run on the date on which the translation was demonstrably (e.g. transmission report) transmitted to the Client – the translation shall be deemed accepted by the Client. In such case, the Client shall waive any claims it might be entitled to assert due to errors in the translation.

If the Client makes a complaint in respect of actually and objectively existing, non-negligible errors in the translation within this 14-day period, the Client shall describe such errors as precisely as possible in text form (e.g. letter, fax, email). The Client shall also state the period within which the Client requests Gödecke Übersetzungen to rectify the errors.

Gödecke Übersetzungen will then arrange for the rectification of the errors within the period specified by the Client, provided that such period is reasonable, or rectify the errors within a reasonable period of time.

Should such first rectification of errors fail, Gödecke Übersetzungen shall be entitled to rectify the errors another time based on the Client's second detailed and accurate description of the errors in text form.

Should the second rectification of errors fail as well, the Client, at its option, shall be entitled to claim reduction of the fee agreed upon or to withdraw from the contract.

Should the customer opt for the latter alternative, all rights to the translation shall revert to Gödecke Übersetzungen.

The Client shall not be entitled to assert any claims in respect of translation errors extending beyond those stated above, unless Gödecke Übersetzungen, one of its legal representatives or vicarious agents is liable for gross negligence or intent. Gödecke Übersetzungen shall be liable for any fault in case of a breach of contract or injury to health.

In any case, Gödecke Übersetzungen's liability shall be limited to foreseeable, typical damage and shall neither comprise consequential loss nor loss of profit. The maximum amount of damages Gödecke Übersetzungen shall be liable for is € 5,000.00 per claim unless expressly agreed otherwise in writing.

### **§ 13 Delays in delivery**

Should Gödecke Übersetzungen exceed the date agreed upon for the delivery of a translation by more than 48 hours, the customer shall be entitled to reduce the fee agreed upon by 5% for each full day (24 hours) unless such delay is due to circumstances beyond the control of Gödecke Übersetzungen (e.g. force majeure, illness of the translator etc.). The Client shall not be entitled to assert any claims extending beyond those stated herein, unless Gödecke Übersetzungen, one of its legal representatives or vicarious agents is liable for gross negligence or intent.

### **§ 14 Invoicing of the translation service**

Gödecke Übersetzungen will issue an invoice to the Client for the translation service immediately after the completion and delivery of the translation.



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### **§ 15 Confidentiality**

Irrespective of the circumstances stated above (loss or manipulation of data for reasons beyond the control of Gödecke Übersetzungen), Gödecke Übersetzungen will treat any facts or information having become known to it in the processing of the order as confidential, unless Gödecke Übersetzungen shall be obliged to disclose such facts or information due to orders by the authorities or court orders etc. The translators commissioned by Gödecke Übersetzungen will also be obliged to secrecy.

### **§ 16 Use of the translation and copyright**

Gödecke Übersetzungen assures that the Client can use the translation for the purpose specified and without any limits as to time, territory and quantity. The Client shall also be entitled to edit the translation and also to transfer any rights to it to third parties by way of a licence or in any other way. Gödecke Übersetzungen shall indemnify the Client against any claims by the translator. However, the copyright shall not pass to the Client until complete payment of the translation service fee. The Client, on the other hand, shall guarantee that it is the holder of all rights to the text to be translated and that it is entitled to have the text translated. The Client shall indemnify Gödecke Übersetzungen against any claims in this respect.

### **§ 17 Disturbances in electronic communication systems**

Should electronic communication be disturbed for reasons beyond the control of Gödecke Übersetzungen (failure of the Internet, problems in a provider's system), the following shall apply:

If delivery of the translation or communication by email has been agreed upon and if the Client can expect Gödecke Übersetzungen to respond under the circumstances of the specific case but does not receive any such response, the Client shall be obliged to notify Gödecke Übersetzungen thereof in a suitable manner (e.g. by telephone or facsimile).

Due to electronic communication between the Client, Gödecke Übersetzungen and the translators commissioned by Gödecke Übersetzungen, 100% secrecy cannot be ensured. In particular, it cannot be excluded that emails are lost or intercepted or falsified by third parties and that such loss, interception or falsification passes unnoticed. However, the customer may request delivery by fax transmission, letter mail or courier against reimbursement of the costs.

### **§ 18 Severability clause & Applicable law**

Should one or several provisions contained in these General Terms & Conditions of Translation Services be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provisions coming closest to the economic result and/or the intended purpose. In addition, these Terms & Conditions shall exclusively be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

Place of jurisdiction: 69469 Weinheim an der Bergstraße, Germany.

January 2016