

TRANSLATION OF GENERAL TERMS AND CONDITIONS

For information only

1. SCOPE OF APPLICATION

- (1) These General Terms and Conditions shall govern the contractual relationship between Diplom-Übersetzerin Kathrin Bendfeldt (hereinafter referred to as 'Translator') and her clients (hereinafter referred to as 'Client') unless expressly otherwise agreed or required by German law.
- (2) The Translator shall advise the Client prior to accepting an assignment that these General Terms and Conditions apply to the assignment and that they are available for inspection and download on the Translator's website www.bendfeldt-uebersetzungen.de. In placing an order according to no. 2 below the Client agrees and acknowledges the General Terms and Conditions for the duration of the business relationship.
- (3) Unless expressly agreed otherwise, these General Terms and Conditions shall supersede any general terms and conditions of the Client in this context.

2. PLACING OF ORDERS, SCOPE OF SERVICES

- (1) The order shall not be deemed binding until the Client has accepted in writing or by email the offer made by the Translator and the Translator has accepted the order in writing or by email.
- (2) The Translator undertakes to provide a translation of the text provided by the Client but not to check the contents of the original text for correctness.
- (3) The translation shall be carried out by the Translator using reasonable skill and care and in accordance with professional standards. The Client shall receive the translation in the form agreed in the respective order.
- (4) In proofreading the Client's text the Translator shall examine the text for correct spelling, grammar and punctuation and mark the corrections in such a way that the Client can track them easily. Frequently recurring mistakes shall be marked only once. No guarantee is given that the text is entirely free from mistakes. The corrections are based on the latest version of the DUDEN (Volume 1: Die deutsche Rechtschreibung).

3. CLIENT'S DUTY OF PROVIDING INFORMATION

- (1) The Client shall be obliged to inform the Translator about the required layout, format, terminology etc. and the purpose for which the translation is intended to be used (publication, internal purposes etc.).
- (2) The Client undertakes to provide the Translator with any information and reference material (company-specific glossaries, pictures, drawings, tables, abbreviations etc.), approvals, permissions and instructions necessary for carrying out the translation when placing the order or at such a time that will enable the Translator to carry out the translation by the required deadline without incurring additional costs and in such a way that it does not affect the quality of the translation.
- (3) Unless otherwise agreed with Client when placing the order, the Translator will translate the text in accordance with general usage and so as to be generally comprehensible.
- (4) The Client undertakes to check the translation provided by the Translator for obvious transcription errors (particularly regarding numbers, dates and names) before using it in business or before publishing it. If the translation is intended to go to print, the Client shall provide the Translator with a copy for proofreading at such a time that will enable the Translator to check this copy before the print version is prepared.
- (5) The Client represents and warrants that the Client owns or is licensee of the documents to be translated and that the translation does not infringe or violate any intellectual property rights. The Client undertakes to keep the Translator harmless from any claims of infringement of third party rights in this respect.

4. COMPLAINTS/ACCEPTANCE

- (1) The Translator shall not be held liable for any deficiencies in the translation which may result from poorly legible, incorrect or incomplete source texts or from incorrect terminology required by the Client.
- (2) If the Client complains about a deficiency which is not immaterial and - considered from an objective point of view - actually exists, the Client shall give the Translator an opportunity to remedy the deficiencies. For this purpose the Client shall specify the deficiencies in writing and advise the Translator of his complaint without delay. The Translator is entitled to remedy the deficiencies within an appropriate period of time.
- (3) The Translator shall not be obliged to remedy potential deficiencies unless she has received the Client's complaint in writing within 10 working days of the date of delivery of the translation. The translation shall be deemed to have been accepted by the Client after this period of 10 working days.

5. LIABILITY

- (1) The Translator shall not be held liable except for damage she caused intentionally or by gross negligence and in case of harm to life, body and health. Damage caused by computer failures, in electronic transmission by email or by computer viruses shall not be deemed to be gross negligence. The Translator shall install appropriate anti-virus software to protect herself against such threats.
- (2) If the Translator is negligent only to a slight degree, she shall not be liable unless she fails to meet an essential obligation under this contract. An essential obligation is an obligation without which the contract cannot be executed properly and which, if violated, may lead to not achieving the purpose of the contract, and on which the Client may rely to be complied with. However, liability shall be limited to damage which is reasonably foreseeable. In case of slight negligence liability shall be limited to EUR 5,000.

6. CONFIDENTIALITY

The Translator undertakes to treat confidential all facts which have come to her knowledge in connection with her translation work carried out for the Client.

7. PAYMENT

Payment of the Translator's invoices shall be due within 14 days from the date of the invoice in full without discounts. All prices are net prices and statutory VAT is charged, if applicable. The Translator shall be entitled to request appropriate payments on account.

8. RETENTION OF TITLE AND RIGHT TO USE

The copyright in the translation shall remain the property of the Translator until the agreed price has been paid in full. Once the agreed price has been paid in full, the Client shall be given the exclusive right to use the translation without restrictions.

9. APPLICABLE LAW

These General Terms and Conditions shall be construed in accordance with German law. The German original of these Terms and Conditions shall be authoritative.

10. SEVERABILITY

If any provision of these General Terms and Conditions becomes invalid, this shall not affect the effectiveness of the remaining provisions. The invalid provision shall be replaced by a valid provision which effectively achieves the same result and purpose of the original provision.

11. AMENDMENTS AND SUPPLEMENTS

Any amendments and supplements to these General Terms and Conditions shall not be valid unless made in writing.