

Terms of Trade

1) Scope

- a) These Terms shall apply to all business done between the Translator and his Client, in the Translator's role as a language service provider, insofar as no other representations have been mutually agreed upon. Terms and conditions of the Client are only applicable if the Translator has expressly agreed to those terms and conditions in writing.

2) Execution

- a) All work provided shall be executed according to due diligence and the general standards of the language service profession.

3) Confidentiality

- a) The Translator undertakes to treat all information (written documents as well as any other personal or business related data) received from the Client, and which have come to his knowledge in the course of his working for the Client, with the utmost confidentiality, and use this information for purposes of the execution of his duties only.
- b) In the event of the Translator assigning work to equally qualified subcontractors, he undertakes to make sure that these, too, commit to the provisions of maintaining confidentiality as set out in these Terms of Trade.

4) Validation of Orders and Deadlines

- a) An order is deemed to be placed if and when the Client has confirmed a quote (containing deadline and rates proposals) delivered to them by the Translator in writing (including by email).
- b) Agreed deadlines are not binding and given for information purposes only. The Translator undertakes to give notice to the Client immediately in the event of a deadline having to be postponed.

5) Cancellation of an Order

- a) In the event of the Client cancelling an already placed order, he undertakes to indemnify the Translator for work already completed up to the point of order cancellation.

6) Redhibition

- a) In case new facts and developments come to the knowledge of the Translator affecting his work for the Client after already having commenced working on an assignment, and which, consequentially, lead to a considerable alteration to workloads and/or time required for completion of the assignment, the Translator reserves the right to submit a new quote to the Client containing new deadlines and rates proposals.

7) Rectification of Faults

- a) The Translator reserves the right to rectification of faults.
- b) The Client has the obligation to check work delivered by the Translator for any faults or errors. Claims for rectification of faults must be submitted within 10 days after receipt of the respective work.

8) Liability

- a) The Translator cannot be held liable for any reason other than gross negligence and intent. Liability shall, in any event, be limited to the amount invoiced for work completed by the Translator.
- b) The Translator cannot be held liable for any direct, indirect or consequential losses or damages suffered by the Client, or any other individual or legal entity, in connection with work completed by the Translator. The Translator cannot be held liable for damages caused by events of force majeure or other circumstances that are beyond the reach of influence of the Translator, including, but not limited to, disruption in the telecommunications infrastructure, defects in the Translator's IT equipment, illness, or any other unexpected event.

9) Payment

- a) Unless expressly agreed otherwise, payment for work completed shall be done by bank transfer to the Translator's bank account as stated on the invoice within 30 days of receipt of the invoice without any deductions.
- b) In case of any bank fees being charged to the Translator's account by the Client or their authorized proxies (e.g. their bank), or cheques being sent to settle a Client's debt, the Translator reserves the right to add the amount of such surcharges to the Client's invoice, unless any other agreement has been mutually concluded with respect to payments.

10) Intellectual Property

- a) Copyrights and all other applicable property rights remain with the Translator until the amount invoiced has fully been paid into the Translator's bank account.

11) Applicable Law

- a) These Terms of Trade are subject to the laws of the Federal Republic of Germany, the place of jurisdiction being Freiburg/Germany.

12) Miscellaneous

- a) In case of any provision contained herein being deemed to be null and void by applicable law, the rest of the provisions of these Terms of Trade shall remain in full effect.
- b) These Terms of Trade are without obligation and issued for information only. In case of any dispute, solely the German language version "Allgemeine Auftragsbedingungen" shall apply.

Freiburg, Germany, 9 September 2009

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