

General Terms of Business

Section 1: Scope

These General Terms of Business apply to the entire range of business activities in respect of translation services between G-Xplain (Contractor) and the person who avails him/herself or company which avails itself of these services (Client). In commissioning the Contractor to provide a given service the Client recognises and accepts these General Terms of Business. They apply for the entire business relationship between the Client and the Contractor including future commissions.

Section 2: Supplementary or differing provisions

Departures from these conditions, changes or supplementary agreements must be confirmed in writing. This applies equally to the Client's General Terms of Business.

Section 3: Placing an Order, Client's Obligations

(1) The Client shall place an order for services via email, fax, post or telephone. The consequences of shortcomings or delays which result from an unclear, incorrect or incomplete formulation of the assignment on the part of the Client are to be borne by the Client.

(2) Orders are to include the Client's stipulations in respect of the target language, the subject area and the intended purpose of the text. This includes in particular special wishes in respect of terminology, layout, storage and transport in specific formats or on specific media etc.

(3) Supporting information material and documents necessary for the execution of the assignment are to be made available to the Contractor by the Client with the order placement. Should the information material supplied prove to be insufficient, the Contractor retains the right to request further subject specific material from the Client.

(4) The consequences of shortcomings or delays which result from a failure to comply with these obligations on the part of the Client are to be borne by the Client.

Section 4: Execution of Assignments, Delivery Periods

(1) The translation requested shall be performed to completion in accordance with the accepted grammatical rules of the target language and in keeping with the sense of the original text and the purpose for which it is intended to the best of the Contractor's knowledge and ability. Should the text to be translated be unaccompanied by supplementary information or special stipulations from the Client then technical terms will be translated in accordance with general usage and so as to be generally comprehensible. Stylistic editing of the text does not constitute part of the translation assignment. The Client shall receive the translation in the agreed form.

(2) In case the intended meaning of a word which has more than one possible meaning can only be inferred from the internal context of the translation text, then the consequences of erroneous translation are to be borne by the Client.

(3) The Contractor retains the right to subcontract assignments to competent third parties.

(4) Completed translations shall be transmitted to the Client at his discretion by email, telefax or post. The Contractor shall not bear responsibility for damages which occur in transit. The Client shall confirm receipt of the translation by informing the Contractor.

Section 5: Remuneration

(1) Unless in specific instances a different payment basis has been agreed between the Client and the Contractor, translation fees shall be charged either on the basis of standard lines or per word of the source text. A standard line contains 55 characters including spaces.

(2) The fees charged are to be paid within the period specified on the invoice.

Section 6: Correction of Errors, Liability

(1) Errors and other shortcomings shall be notified to the Contractor in writing within two weeks of delivery of the translation. The error or shortcoming in question is to be specifically identified. The period of notice shall be considered to have been fulfilled if the notification is dispatched within that period.

(2) The Contractor is entitled and obliged to remove or remedy errors or other shortcomings which have been appropriately notified by the Client. The Client is empowered to set the Contractor a reasonable time limit within which the notified problem is to be resolved. If the period of notice has elapsed without the problem being resolved to his satisfaction the Client may at his discretion either rescind the contract or reduce the fees payable.

(3) The Contractor shall not be liable for consequential damage resulting from slight negligence insofar as the Client lodges a claim in respect of positive breach of contract.

Section 7: Retention of Ownership

(1) The translation remains the Contractor's property until full payment has been received from the Client.

(2) The Client acquires the usage rights for the translation on payment in full of the fees due.

Section 8: Copyright

(1) The Contractor is the copyright owner in respect of the translated material.

(2) The Client exempts the Contractor from copyright claims arising from the translation assignment, including those which may be lodged by third parties.

Section 9: Data Protection

The Contractor undertakes to treat the documents to be translated, all supplementary documents supplied as part of the assignment as well as all circumstances pertaining to the assignment in strict confidentiality. Providing access to the information listed in the above clause to members of staff or freelance workers as defined in section 4 (3) does not represent a contradiction to that clause.

Section 10: Applicable Law, Competent Court, Changes, Validity

(1) The assignment to which these terms of business apply and all legal relations between Contractor and Client shall be governed by the law of the Federal Republic of Germany.

(2) The competent court of jurisdiction for both contract partners is the District Court of Freiburg im Breisgau.

(3) Should changes to these terms of business arise, these will be communicated to the Client by the Contractor as required, for instance in the case of a subsequent assignment order.

(4) Should individual clauses in these terms of business prove for any reason to be partly or wholly invalid, this shall not impair the validity of the remaining clauses.