

General Terms and Conditions

§1 Scope

The General Terms and Conditions apply to all business relating to translations between transcada GmbH, Spinnerei 1, 88239 Wangen im Allgäu, Germany, (hereinafter referred to as the "Contractor") and her clients (hereinafter referred to as the "Customer").

§2 Copyright

The Customer must ensure that the documents it provides do not infringe any competition, trademark and naming laws. The Contractor shall not be obliged to carry out checks in this respect. The Customer shall be responsible for any copyright consent that may be required. If any third-party claims arise in relation to copyright infringements against the Contractor, the Customer undertakes to hold the Contractor harmless in this respect.

§3 Subject of the contract

These General Terms and Conditions relate to translation services and any other services such as terminology management or DTP as stated in the respective quotation or order. The Customer shall send the documents to be translated to the Contractor on conclusion of the contract. In the event of a delay in sending the above documents, the Contractor will be unable to guarantee the delivery deadline originally agreed. This shall also apply to subsequent changes to a completed translation as a result of changes to the original text by the Customer. Such changes shall be charged separately according to the hourly rates for translation work.

The Contractor shall not carry out any content, technical, scientific or legal checks on the documents sent for translation and accepts no liability for content, technical, scientific or legal errors in the translation that are based on errors in the original document.

§4 Conclusion of contract

A contract shall be entered into when the Customer accepts a quotation supplied by the Contractor.

In general, the conclusion of contract shall only be valid if the quotation and acceptance are supplied in written format to the contracting party and requires at least a written letter of order confirmation to be sent to the contracting party.

§5 Execution of orders

Unless otherwise agreed, the Contractor shall execute all orders according to the following principles:

- the Contractor shall not change, delete or add to the content of the source text;
- assimilation to country-specific conditions (localisation) shall only be carried out by special written agreement;
- layout or DTP changes shall only be carried out by special written agreement;
- the Contractor reserves the right to special termination if the text to be translated has content of a criminal, illegal or immoral nature;
- the translation shall be supplied to the Customer in electronic format via e-mail.

The Customer is bound to meet certain obligations, including the following obligations to cooperate by no later than the start of the contract:

- to provide the documents to be translated in a customary format;
- to provide supporting information if required for execution of the order, including in particular: the specialist area, target audience, target market, reference materials such as terminology lists, lists explaining abbreviations, similar texts, drawings;
- to respond to queries;
- to grant any rights of use required to execute the order.

§6 Delay

The Contractor shall not be liable for deliveries that are delayed as a result of force majeure. For the purpose of these Terms and Conditions, force majeure shall also include the failure of the external or internal transport or communication network. In such cases, the agreed delivery date shall be postponed accordingly. The Subcontractor shall not be liable for deliveries that are delayed as a result of the Customer's failure to cooperate.

§7 Acceptance, errors

The Customer is bound to review texts translated by the Contractor for obvious transfer errors (particularly figures, dates and names) before using them in the course of business. Complaints regarding the Contractor's work must be reported promptly by the Customer.

The work shall be deemed to have been accepted 14 days from the date of sending or as soon as the work is used in business dealings. If an error occurs for which the Contractor is responsible, the Customer reserves the right to demand subsequent performance. The Contractor shall be granted an appropriate period to provide subsequent performance. Subsequent performance shall be deemed to have failed, if two attempts at subsequent performance do not result in an error-free outcome. If subsequent performance fails or the Contractor refuses subsequent performance, the Customer shall be entitled to make statutory claims of defect and to self-performance.

Claims of defect become time-barred 12 months after acceptance of the work as long as the Customer is a company.

§8 Liability

The Contractor shall be liable for damages caused due to wilful intent or gross negligence on the part of the Contractor that result in injury to life, limb or health, for which the Product Liability Act provides mandatory liability and in cases in which the Contractor has offered a guarantee for the specifications of the object of the contract.

For damages caused due to the Contractor's ordinary negligent breach of essential contractual obligations, the Contractor's liability shall be limited to the level of damages typically expected for similar contracts.

Further claims for compensation are excluded.

This liability scheme also applies to mediated damages and consequential damages, including out-of-service costs and loss profit.

This liability scheme also applies to damages due to delay in performance.

This liability scheme also applies to employees, representatives and vicarious agents of the Contractor.

The Customer undertakes as an essential contractual obligation to backup data and documents sent to the Contractor, to refrain from sending originals and to take copies.

§9 Other provisions

The place of performance shall be the business premises of the Contractor in Wangen im Allgäu. The Customer shall assume all risks of sending the translation to the requested location.

Invoices shall be payable in full without deduction on delivery of the translation.

All disputes arising from the contractual relationship shall be governed by German law.

The place of jurisdiction for all disputes between the Customer and the Contractor arising from this contract is Wangen im Allgäu.

Any changes or additions to these General Terms and Conditions shall be effective only when made in writing. The requirement for written form may only be waived in writing.

Should any of the provisions of these General Terms and Conditions be or become invalid for any reason, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the Parties with a valid agreement that most closely reflects the purpose of the invalid provision. The same shall apply to any omissions in these General Terms and Conditions.

Version dated 1 October 2021