

## Traduktos

### General Terms and Conditions

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#### 1. Scope of application

These General Terms and Conditions are valid for all contracts concluded by us with the client insofar as nothing else has been expressly agreed upon or is compulsorily stipulated by law. The client's general terms and conditions are only valid insofar as we have expressly acknowledged them.

#### 2. Quotations

A quotation from us is only binding if we have expressly stated this to be the case.

#### 3. Payments

All our prices are net prices. The VAT must be added on.

With translations, payment is agreed on a per-word or per-line basis. If a payment per line is agreed, a line comprises 50 characters including spaces.

The agreed hourly or daily remuneration for an interpreting service is to be paid for the entire time expended in connection with the interpreting service, in particular, for the entire time that the interpreter is present at the place at which the interpreting services are to be rendered, as well as for the travel time from the interpreter's dwelling to the place of work and back. If the interpreter's travel time proves longer than that assumed when the payment was agreed upon, every additional hour commenced will be charged at the full hourly rate unless, by way of an exception, something else has been expressly agreed upon.

Insofar as we have further services to render in addition to a translation (informal transcription of a compiled text) or an interpreting service, they will be charged for separately. The same applies to any additional expenses incurred such as the interpreter's travel expenses (journey, accommodation and subsistence).

The payment is to be made within 14 days from the date of invoice. Overdue payments will incur a reminder fee of € 5.

#### *Inhaberin*

*Kristina Steffens*

Dipl.-Übersetzerin (Univ.)  
Mitglied im BDÜ

Allgemein beeidigte Dolmetscherin und  
ermächtigte Übersetzerin für die englische  
und französische Sprache (LG Hannover)

Krausenstraße 41  
30171 Hannover

info@traduktos.de  
www.traduktos.de

Tel.: 05 11- 89 84 181  
Fax: 05 11- 89 84 187  
Mobil: 0160- 55 63 589

Deutsche Bank Hannover

IBAN DE26250700240023903800  
BIC DEUTDE33HAN

Steuernummer:  
26/143/19915

Ust-ID-Nr.  
DE 258434314

#### 4. Duties of the client

The client shall provide us without prompting, on time, and in full, with all information and documents that are relevant for the execution of the order.

This applies to the following:

- a) In the case of translation orders: in particular, to information about the intended purpose, about additional services desired, other wishes and specifications of the client, for example with regard to delivery on data storage media, the number of executed copies, readiness for printing and format, furthermore, to information about the client's terminology, abbreviations and in-house terms and the like, as well as to provision of the required illustrations, drawings and tables;
- b) In the case of interpreting services: in particular to information about the type of interpreting service (liaison, simultaneous, consecutive interpreting), the exact date and place of the service and the contact person as well as to provision of the materials required for initial familiarisation with the subject.

Should the client fail to honour the aforementioned obligations, we shall not be liable for any resulting mistakes, delays or damage. Furthermore, in such a case, we shall no longer be bound by agreed deadlines. If the client has not informed us of their intention to publish the translated text or to use it for advertising purposes, or if they have not provided us, within an appropriate timeframe, with the complete information and documents required as a result, we shall not be liable if our services do not correspond to the requirements and if, for this reason, the publication or the advertisement has to be repeated.

The client hereby assures that no rights of third parties shall be infringed through execution of the order. They shall indemnify us in respect of any third party claims resulting from an infringement.

If interpreting services are to be rendered, the client must, if necessary, ensure appropriate hotel accommodation for the interpreter close to the place of work.

#### 5. Delivery time

The delivery dates indicated by us are only binding if they are expressly agreed upon.

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## 6. Guarantee

Complaints must be made promptly, at the latest within 14 days after the service being rendered. Any mistakes in a translation shall be dealt with by us. The client is only entitled to any additional rights (in particular price reduction, withdrawal, compensation) under the conditions stipulated by law.

All rights of the client which are due to a defect run for a period of one year following acceptance, after which they are statute-barred - except in the case of malice.

## 7. Liability

Our liability is limited to intent and gross negligence unless primary duties are breached or injuries to life, limb or health are sustained, or something else results from Clause 5. In addition, our liability is limited to the amount of € 30,000.00.

Liability on our part is excluded insofar as the damage is not typical for the contract or not foreseeable at the time of our quotation or of its acceptance by the client, or insofar as they use our services for purposes which we did not expressly accept upon conclusion of the contract.

Moreover, we are not liable for interference whose cause lies outside our company. This particularly applies to problems with data transfer resulting from network faults, faults with the server or through viruses.

## 8. Involvement of third parties

We are entitled to call upon the expertise of third parties to execute the contract.

## 9. Confidentiality

All information we receive from the client in connection with the execution of the contract shall be handled in strictest confidence. Third parties called upon to execute the contract are placed under the same obligation.

## 10. Retention of title and copyright law

Our output, particularly translations, remains our property and may not be used by the client until the invoice is fully paid.

Any copyright arising remains with us.

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## 11. Cancellation

Should the client cancel a contract they must, as a minimum, pay for the services rendered by us up until that point in accordance with the agreed conditions and reimburse any expenses incurred. With interpreter contracts, they must pay at least 30% of the agreed amount; should the cancellation occur later than 7 days before the agreed date, 60% of the agreed payment is to be made; with cancellations later than 3 days before the agreed date, the full agreed amount must be paid. Should the client provide evidence that the damage incurred by us is less, the amount is to be reduced appropriately. Over and above the reduced payments mentioned in the preceding terms, we reserve the right to demand compensation due to non-fulfilment.

## 12. Forwarding of texts

The dispatch and electronic forwarding of translations and other texts to the client occur at the latter's own risk.

## 13. Applicable law

German law applies to the contract and all rights and duties resulting therefrom.

## 14. Partial invalidity

Should any individual provisions of these General Terms and Conditions be invalid, the validity of the remaining provisions shall be unaffected. In fact, in such a case, that valid provision which comes closest to the meaning and purpose of the invalid provision shall apply.

## 15. Place of jurisdiction

If the client is a registered trader, the sole place of jurisdiction for all disputes arising from the contractual relationship is Hannover.

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