

Traduktos

General Terms and Conditions

1. Scope of application

These general terms and conditions are valid for all contracts which are concluded by us with the client, insofar as something else has not been expressly agreed upon or is legally compulsorily stipulated. The general terms and conditions of the client are only valid, insofar as we have acknowledged them expressly.

2. Quotations

A quotation from us is only binding after we have confirmed it in writing.

3. Payments

All our prices are net prices. The value-added tax is to be added on. Different regulations to be expressly agreed upon might apply for international contracts.

With translations, the payment is agreed upon per word or per line. If a line payment is agreed upon, a line comprises 50 characters including spaces.

The agreed upon hourly or daily remuneration for an interpreter service is to be paid in correspondence with the entire expended time of the interpreter service, in particular, for the entire time of the interpreter's attendance at the place at which the interpreter services are to be rendered, as well as for the interpreter's duration of travel from his dwelling to the place of work and back. If a longer duration of travel of the interpreter occurs as was agreed upon in the pre-conditioned payment, every begun additional hour will be accounted for with the full hourly rate, unless something else has been expressly agreed upon as an exceptional case.

Insofar as we have further services to render besides a translation (informal writing down of a compiled text) or an interpreter service, they will be separately charged for. The same applies to any incurring additional expenses such as the travel expenses of the interpreter (journey, accommodation and subsistence costs).

The payment is to be made within 14 days after the receipt of the 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)

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Ust-ID-Nr.
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4. Duties of the client

The client submits us all information and documents, which are important for the execution of the order, unsolicitedly, punctually and completely.

This applies to

- a) translation orders, in particular, to information about the intended purpose, of desired additional services, other wishes and specifications of the client, for example with regard to the purveyance onto data mediums, the number of executed copies, proof-reading, printing and format, furthermore, to information about the terminology of the client, abbreviations and internal terms and the like, as well as the lay-out of the required illustrations, diagrams and tables;
- b) interpreter services especially to information about the type of interpreter service (liaison, simultaneous, consecutive interpretation), the exact date and place of the service and the contact person as well as to the provision of the required materials for the initial introduction to the subject.

Should the client breach the aforementioned obligations, we are not liable for any resulting mistakes, delays or damage. Furthermore, we would no longer be bound by agreed deadlines in such a case. Had the client not informed us of his intention to publish the translated text or to use it for advertising purposes or had he not provided us with the resulting required complete information and documents within an appropriate time, we are not liable when our services do not correspond to the requirements and, for this reason, the publication or the advertisement has to be repeated.

The client ensures that the rights of a third party would not be infringed through the execution of the order. He would indemnify us in respect of all and any third party claims, which would result from any infringement.

If interpreter 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 promptly exercised, at the latest within 14 days after rendered service. Any mistakes in a translation would be dealt with by us. The client is only entitled to any additional rights (in particular reduction, withdrawal, compensation) under the legal given preconditions.

All rights of the client as to a deficiency come under the statute of limitations at the end of one year- except in case of malice.

7. Liability

Our liability is limited to intent and gross negligence; unless contractual obligations are breached or injuries to life, body or health occur or something else results from clause 5. Besides that, our liability is limited to the amount of € 30,000.00.

Any liability is excluded, insofar as the damage is not typical for the contract or not foreseeable at the time of our quotation or its acceptance by the client, or that he uses our services for purposes, which we did not expressly accept upon conclusion of the contract.

Moreover, we are not liable for interferences from outside our company. This applies especially to problems in data transfer as a result of interferences in the network, with the server or through viruses.

8. Involvement of a third party

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

9. Confidentiality

All information, which we receive from the client with regard to the execution of the contract, is handled with the strictest confidence. Any third party, called upon to execute the contract, is 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 incurred copyright remains with us.

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11. Cancellation

Should the client cancel a contract, he has, at least, to pay for the rendered services to date in accordance with the agreed upon conditions and replace any incurring expenses. With interpreter contracts, he has to pay at least 30% of the stipulated payment; should the cancellation occur later than 7 days before the appointed date, 60% of the stipulated payment is to be made; with cancellations later than 3 days before the appointed date, the fully stipulated payment. Should the client provide evidence that the incurred damage is less, the amount is to be appropriately reduced. Further to the mentioned reduced fees in the preceding terms, we reserve the right to demand indemnity due to non-fulfilment.

12. Forwarding texts

The dispatch and the electronic forwarding of translations and other texts onto the client occur at his own risk.

13. Applicable law

German law applies for the contract and all resulting rights and duties.

14. Partial invalidity

Should any single provision of these general terms and conditions be invalid, the rest of the provisions remain unaffected. In fact, the valid provisions applies which is nearest to the purpose of the invalid provision.

15. Court of jurisdiction

The contract shall be governed by and construed in all respects in accordance with the law of the German state of Lower Saxony and the parties hereby submit to the non-exclusive jurisdiction of the Legal Court in Hanover.

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