

# General Terms and Conditions (GTC) for the provision of translation services (b2b)

by Sabine Jones, publicly appointed, certified and sworn translator for the English language

## 1. General

- 1.1. The following General Terms and Conditions (GTC) for translations shall govern the contractual relationship between Sabine Jones, publicly appointed, certified and sworn translator, hereinafter referred to as "Contractor", and the Client, hereinafter referred to as "Client" in the version effective at the time of conclusion of the contract.
- 1.2. The application of all other contractual, business, purchasing and delivery terms and conditions of the Client is hereby expressly rejected, unless the Contractor explicitly recognises these in individual cases. The GTC are accepted by the Client when the order is placed and shall apply for the entire duration of the business relationship, even if the Contractor no longer refers to the GTC in detail when accepting further orders.

## 2. Conclusion of contract

- 2.1. The Client shall leave the text to be translated with the Contractor for the purpose of assessing the work involved. This does not create any obligation for the Client. The Contractor shall prepare an offer for the preparation of a translation on the basis of the information and data and documents provided by the Client. Upon acceptance of this offer, the translation contract between the Client and the contractor shall be concluded. The conditions listed in the offer, including these General Terms and Conditions, shall apply exclusively. An acceptance that deviates from the offer does not lead to the conclusion of a contract. A contract shall only be concluded if the Contractor accepts the Client's amended offer.
- 2.2. All offers and dates and deadlines stated therein are *non-binding* unless they are expressly designated as "binding".

## 3. Subject of the contract

- 3.1. Only texts shall be translated. The scope and content of the service to be provided shall be defined in the offer or by other means in text form (e.g. by email).
- 3.2. Unless otherwise stipulated in the offer or by other means in text form (e.g. by email), the Contractor shall owe a proper and professional translation into the agreed language. No abridgements, additions or other changes to the content shall be made. In this respect, translations shall be carried out literally or in accordance with the meaning and mentality of the original text, taking into account the generally recognised standards for the respective language area.
- 3.3. Any special terminology used by the Client shall only be taken into account if this is expressly taken into account in the offer and the Client provides this terminology in full, cf. item 5
- 3.4. If, due to a tight schedule set by the Client, subcontractors are used in accordance with item 4 the Contractor shall endeavour to provide uniform terminology and uniform language of the translation, but this may not be guaranteed in all cases.
- 3.5. If the text to be translated contains images (e.g. screenshots, graphics, or similar), these will only be translated if this has been expressly taken into account in the offer or by other means in text form (e.g. by email).

- 3.6. Texts with criminal or unlawful content and those that offend common decency or the rights of third parties shall not be translated. In such cases, the Contractor may refuse and discontinue the work at any time without the Client being able to assert claims against the Contractor, in particular for damages. Any expenses already incurred shall be reimbursed to the contractor.
- 3.7. If, after acceptance of the order, it becomes apparent that the text cannot be translated in the time provided and/or to an appropriate quality level due to its difficulty or due to problems with the text to be translated (e.g. poorly legible handwriting or microfilm), the Contractor may either discontinue the processing of the text or submit a new offer. If no order is placed under the changed conditions and/or processing is discontinued, only the expenses incurred up to this point shall be reimbursed by the Client. No claims for damages may be asserted by either party.

## 4. Subcontractor

In order to provide the services, it may be necessary for the Contractor to use subcontractors, in particular other translators or proofreaders, in order to carry out, for example, peak workloads or complex assignments. The contractor shall be entitled to use subcontractors but shall bear the responsibility for their performance. The contractual relationship exists only between the contractor and the Client. The subcontractors shall be obliged in accordance with the obligations assumed by the contractor.

## 5. Terminology, Glossary

- 5.1. Any glossaries and terminology lists created and maintained by the Contractor shall not form part of the order unless otherwise stipulated in the offer or by other means in text form (e.g. by email).
- 5.2. If the Client wishes the text to take into account certain terminology or to be written in a certain style, he must inform the contractor of this in good time so that the contractor can include this accordingly in the offer or in another way in text form. In this case, the Client shall provide the Contractor with a glossary, terminology, style guidelines, etc. so that the Contractor can implement the specifications.

## 6. Delivery dates / force majeure / illness

- 6.1. Delivery dates are only binding if they are included in the offer or are expressly assured as binding by the contractor in writing or in text form (in particular by email).
- 6.2. In the event of force majeure (e.g. natural disasters, power cuts or strikes) or in the event of illness on the part of the contractor which prevents the contractor from providing the service, any agreed deadlines shall be extended by the length of the period during which the provision of the service is significantly impeded. The contractor shall inform the Client to the extent that it is in a position to do so in the event of force majeure or illness. Both parties have the right to extraordinary termination of the translation contract if the delay due to force majeure or illness exceeds two (2) months.
- 6.3. If the extraordinary rights of termination pursuant to 6.2 exercised, the Contractor shall be entitled to compensation for the services already rendered by it. Claims for damages are excluded.

## 7. Acceptance / Defects in the Translation

- 7.1. The Client shall check the delivered translation for defects without delay. The Client must immediately notify the Contractor in writing or in text form of any obvious defects in the translation, and of any hidden defects immediately after discovering them.
- 7.2. Should the translation deviate from the requirements defined in the offer or by other means in text form (e.g. by email), the Client shall set the Contractor a reasonable deadline for rectification. The Contractor shall not be responsible for deviations from the requirements defined in the offer or by other means in text form (e.g. by email) which are caused by the Client himself. This applies in particular to incorrect or incomplete information or incorrect original texts.
- 7.3. After the expiry of the deadline set in accordance with item 7.2 the Client may demand the cancellation of the contract or the reduction of the remuneration (abatement) if the defect has not been remedied in time. The claims are excluded if the deviation only insignificantly reduces the value or suitability of the translation.

## 8. Rights of use

- 8.1. The Contractor shall receive a simple, non-exclusive, spatially and temporally unlimited right to use the translated text offline for personal purposes.
- 8.2. Insofar as the Contractor requires a right of use that goes beyond section 8.1 for example because it wishes to use the text online (e.g. website or social media) or for advertising purposes, or it plans a publication or corporate or commercial use, this is only permitted if the scope of the right of use is regulated accordingly in the offer.
- 8.3. If, after completion of the order, the Client wishes to have a right of use that goes beyond Section 8.1 the Client shall be obliged to contact the Contractor and agree on a corresponding extension of the right of use.
- 8.4. The translation and the associated rights (rights of exploitation and use) shall be subject to reservation of title or transfer until the remuneration has been paid in full.

## 9. Infringement of third party rights

- 9.1. The Contractor warrants that it will procure the translation free from third party rights.
- 9.2. The Client is responsible for ensuring that he has all the rights to have the translation carried out. He shall indemnify the Contractor against all claims asserted against it by third parties because the Client did not have all the necessary rights.

## 10. Use of technology / unencrypted communication

- 10.1. The Contractor shall be entitled to use the translation produced for internal purposes (such as improving estimates of the processing time or improving the translation software or artificial intelligence). In this case, the Contractor shall under no circumstances disclose the identity of the Client or confidential information or make it accessible to the public.
- 10.2. The Client agrees to unencrypted electronic communication (in particular by email) with the Contractor, unless otherwise expressly agreed or statutory regulations conflict with this. The Contractor points out that in the case of unencrypted communication there is a risk of third parties gaining knowledge and that actual access is not guaranteed for technical reasons.
- 10.3. For the efficient and effective processing of the order, the Contractor shall process order-related data electronically locally or with suitable service providers. If data is processed outside the contractor's offices, the contractor shall ensure compliance with the statutory requirements.

10.4. Pursuant to Section 33 of the German Federal Data Protection Act (BDSG), the Client is informed that his personal data will be stored for the purpose of electronic data processing and processing of his order for internal purposes.

## 11. Remuneration / Invoicing

- 11.1. As a rule, the amount of remuneration is determined by means of word-based billing and taking into account the language combination, difficulty, subject area of the translation, delivery deadline or is set as a lump sum.
- 11.2. Insofar as invoicing on the basis of hourly rates is agreed in the offer or by other means in text form (e.g. by email) (e.g. with regard to editing or interpreting), the following shall apply: The Contractor shall invoice the hourly rates on a quarter-hourly basis unless a fixed price has been agreed. The hours worked shall be documented under the name of the work performed and assigned to the corresponding order and submitted to the Client upon request.
- 11.3. Insofar as travel is associated with the provision of the services, the Contractor shall invoice this. For travel within Germany, 2nd class rail travel (from 400km: 1st class), economy class flights, "Golf class" rental cars and hotels with a maximum of four stars shall be booked. Journeys with own vehicles are credited at the rate permitted by tax law (currently 0.30 Euro per km). Flights to destinations outside Germany are booked in business class. Travel time is to be reimbursed at 50 Euro per hour.
- 11.4. All prices quoted are in euros and are net prices to which the taxes relevant at the time of invoicing (in particular VAT) will be added.
- 11.5. The services rendered shall be invoiced on a monthly basis. The invoices shall be prepared in accordance with the provisions of the Value Added Tax Act. The invoice shall be sent to the Client in electronic form as a pdf document by email.
- 11.6. Insofar as certain details (e.g. SAP order number, purchase order (PO) number, order or project designation) must be included in the invoice on the part of the Client, the Client shall inform the Contractor of these in good time.
- 11.7. A debt-discharging payment can only be made by payment to the Contractor's account stated in the invoice, unless otherwise regulated in the offer or by other means in text form (e.g. by email).
- 11.8. Any payment transaction fees (in particular for foreign payment transactions) or exchange rate fluctuations assessed by the credit institutions involved shall be borne by the Client and may also be invoiced subsequently.
- 11.9. The term of payment is fourteen (14) days. The deduction of a discount is not permitted.
- 11.10. If the Client is in default of payment, the Contractor shall be entitled to charge interest on arrears in the amount of 5 per cent above the base interest rate pursuant to Section 288 (1) of the German Civil Code (BGB).

## 12. Confidentiality

The Contractor shall treat as confidential the information about the Client of which it becomes aware within the framework of the contractual relationship, as well as documents and materials handed over. It undertakes neither to use or exploit these without express written consent nor to pass them on to third parties, unless this is necessary within the framework of the fulfilment of the contract. The disclosure to subcontractors for the purpose of translation and for the performance of proofreading work or quality control is permissible. The Contractor undertakes to oblige its subcontractors to maintain confidentiality accordingly.

## 13. Liability

- 13.1. The liability of the Contractor in the event of less than gross negligence shall be limited to the typical, foreseeable damage. Typical, foreseeable damage" is understood to mean damage that is subject to the protective purpose of the contractual or statutory norm violated in each case. In particular, liability for consequential and pecuniary damages are excluded.
- 13.2. The Contractor shall be liable without limitation in the event of injury to life, body or health. Otherwise, the liability of the contractor is limited to intent and gross negligence.
- 13.3. The above limitations of liability also apply to the contractor's vicarious agents.
- 13.4. Unless expressly agreed in text form, the Contractor does not guarantee that the respective translation is admissible or suitable for the Client's intended use. This applies in particular in the event that the translation is published or used for advertising purposes.

## 14. Other regulations

- 14.1. A set-off by the Client against a claim based on the translation contract concluded on the basis of these General Terms and Conditions is only possible with recognised or judicially established counterclaims.
- 14.2. Contracts based on these General Terms and Conditions and all disputes arising therefrom shall be governed exclusively by German law to the exclusion of all legal provisions referring to the legal system of other countries.
- 14.3. The place of performance for all services and claims resulting from the order is Munich (Germany).
- 14.4. Munich is agreed as the exclusive place of jurisdiction for all disputes arising from the order, to the extent permitted by law.
- 14.5. Amendments to these general terms and conditions of contract must be made in writing, unless this written form requirement is waived by a written agreement to the contrary.
- 14.6. Insofar as individual provisions of these General Terms and Conditions of Contract are invalid, void or unenforceable or become so after conclusion of the contract, the validity of the remaining provisions shall remain unaffected. In this case, the parties shall endeavour to replace invalid, void or unenforceable provisions with provisions that correspond to the economic purpose of these provisions and legally comply with the contract as a whole.

## Contact:

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