

General Terms and Conditions

1. Area within which terms are operative

- (1) The General Terms and Conditions set out below are valid for contracts between WeltderWorte and the client unless otherwise expressly agreed in writing.
- (2) The client's General Terms and Conditions shall only be considered contractually binding for WeltderWorte if WeltderWorte has expressly acknowledged them in writing.

2. Volume of translations

- (1) The translation shall be carried using reasonable skill and care in accordance with the provisions and spirit of the Code of Professional Conduct. The translation agreed to in writing shall be presented to the client.
- (2) The name of WeltderWorte may only be added to the published translation, if the entire text was translated by WeltderWorte and if no amendments or alterations were made without the consent of WeltderWorte.

3. Client's obligation to participate and to inform

- (1) The client shall, in a timely manner, inform WeltderWorte about special requirements and specifications of the translation [type and number of copies, print, layout of the translation, future use of the translation (information, publication, advertisement, legal purposes, patent proceedings, etc) etc.] and shall adhere to them. In the event of non-observance, the client may not claim compensation from WeltderWorte in any form.
- (2) The client shall also, in a timely manner, provide WeltderWorte with unsolicited information and documents (glossaries, reference material, illustrations, drawings, tables, abbreviations, etc.), which are necessary and useful for the translation. Technical terms shall be translated into the standard, lexically justified and generally comprehensible version unless no material or special instructions were agreed upon in writing by the client.
- (3) Errors resulting from the non-observance of this paragraph shall be chargeable to the client.
- (4) Errors resulting from poorly legible, incorrect or incomplete source material or from poor or incorrect instructions by the client shall not be chargeable to WeltderWorte.
- (5) The technical and linguistic accuracy of the source material shall solely be the client's responsibility.

4. Delivery

- (1) With regard to the delivery date of the translation, the bilateral written agreements shall be binding. If the delivery date is a substantial part of the client's work order, the client shall expressly notify this to WeltderWorte beforehand. A prerequisite for the fulfillment of the client's delivery date is that the client timely dispatch all documents that are necessary for the translation task (i.e. source material and all necessary background information). If these prerequisites are not met, the delivery date shall be postponed accordingly.
- (2) The client shall bear the risks in connection with the delivery (dispatch).

5. Remedy of errors

- (1) WeltderWorte shall reserve the right to remedy errors. The client has the right to demand the correction of errors within two weeks after having received the translation. Claims for the correction of possible errors shall be made by the client in writing and in an appropriate form by precisely indicating the error. Errors claimed must be objective and relevant. The client shall grant WeltderWorte an appropriate period of time to remedy the error. If the client refuses to do so, WeltderWorte is exempted from remedying the error. If WeltderWorte remedies the error within an appropriate period of time, the client shall not have the right to claim a reduction in fees. Corrections of style or the matching of specific terminology (in particular of sector and / or company-own terminology or abbreviations) shall not be regarded as translation errors.
- (2) There shall only be liability for translations that will subsequently be used, as printed material if the client expressly notifies to WeltderWorte in writing that he intends to publish the text and if he supplies WeltderWorte with galley slips including the final version after which there shall not be any amendments or alterations.
- (3) WeltderWorte shall not be held liable for the correct reproduction of names and addresses from source material and manuscripts that are not written in the Latin alphabet. In these cases, the client is advised to write the names and proper names using the Latin alphabet on a separate copy. This also applies to illegible names and figures on certificates or on other documents.
- (4) The reproduction of figures shall only be carried out according to the manuscript; WeltderWorte shall not be held liable for the conversion of figures, measures, currencies, etc.
- (5) In the event of the failure of a correction or of a supplementary delivery, the legal granting rights shall come into force again, unless otherwise agreed.
- (6) The client's right to the correction of mistakes shall no longer be valid after the legal granting period has expired.

6. Liability

- (1) WeltderWorte shall be held liable for gross negligence and intent to an appropriate degree. There shall be no possibility of liability for a minor negligence. There shall be no liability for lost profit or for all other consequential damages.
- (2) WeltderWorte shall not be held liable for the damage or loss of documents provided by the client. The client must ensure the appropriate safekeeping of data.
- (3) All claims for compensation against WeltderWorte shall be limited to the amount of the invoice (net).

7. Fees

- (1) The volume of the translation shall be determined according to the standard number of lines (55 spaces per line) of the completed translation. Discontinuous lines and lines with overlength are converted into standard lines. Fees for translations are subject to tariffs determined by WeltderWorte, which shall be applied to the respective type of translation.
- (2) Services that go beyond normal word processing shall be charged according to special agreements (i.e. texts in special data formats, special graphical forms requiring their own software).
- (3) Quotations shall be given for guidance and information purpose only and shall only apply to the volume of the source text upon which they are based.
- (4) WeltderWorte shall be entitled to demand an appropriate advance payment. Individual clients or clients from abroad may be asked to make an advance payment of the entire sum.
- (5) Reasonable supplementary charges may be demanded for express service or work outside normal office hours.
- (6) Payments shall be made immediately upon reception of the translation.

7. Reservation of proprietary rights and copyrights

- (1) The client shall only be entitled to use the translation after having effected the entire payment. Until then the translation shall remain property of WeltderWorte.
- (2) WeltderWorte has the translation copyrights.

8. Secrecy

WeltderWorte shall be obliged to treat all the translation-relevant information and the documents obtained from the client strictly confidentially.

9. Applicable law

- (1) German law applies to the work order and to all the claims resulting from it.
- (2) The effect of these General Terms and Conditions is not affected by the invalidity and the inoperativeness of individual regulations.
- (3) The exclusive place of jurisdiction is the business domicile of WeltderWorte.