

General Terms and Conditions for Language Services

between

Lingotransfair Eva Nossem & Domenica MG Caminiti GbR
(hereinafter abbreviated to: „Lingotransfair“)

and

(hereinafter „Customer“)

The general terms and conditions for language services based on the recommendations of the BDÜ (*Bundesverband der Dolmetscher und Übersetzer e. V.*; German Federal Association of Interpreters and Translators) apply at all times.

1. Applicability

- (1) These terms and conditions shall apply to agreements between Lingotransfair and their customer, unless otherwise explicitly agreed or legally mandatory.
- (2) The customer's general terms and conditions are not binding for Lingotransfair, unless they have explicitly been agreed on in writing.

2. Scope of the service order

The service shall be performed in accordance with the principles of due diligence. It will be delivered to the customer in the contractually agreed form.

3. Cooperation and information obligations

- (1) The customer shall undertake to inform Lingotransfair in due time about the required forms of the service (purpose, delivery on data media, number of copies, printing maturity, layout/form, etc.). In case the text is intended for print, the customer must provide Lingotransfair with a proof well in time prior to printing, thus enabling Lingotransfair to correct any errors. Names and figures are to be proofread by the customer.
- (2) When placing the order, the customer shall be obliged to provide Lingotransfair with all information and documents required to carry out the service (customer terminology, illustrations, drawings, tables, abbreviations, in-house terms etc.).
- (3) Lingotransfair shall not be held responsible for any errors or delays incurred by the faulty or delayed supply of information and instructions.
- (4) The customer assumes the liability for the rights regarding the text and ensures that the requested service is permitted. The customer shall indemnify Lingotransfair from any third-party claims.

4. Rights of the customer in case of defects

- (1) LingoTransfair shall reserve the right to correct any defects. The customer initially shall only be entitled to rectification of any possible errors contained in the service delivered.
- (2) The customer's right to rectification of errors must be asserted in writing specifying the exact details of the defect(s).
- (3) In the event LingoTransfair does not rectify the errors within an adequate period of time, or refuses to do so, or if the rectification of errors is deemed to have failed, the customer shall be entitled to have the errors rectified by another language service provider, following consultation with LingoTransfair and at their expense. Alternatively, the customer can request a reduction of the remuneration or cancellation of the order. The rectification of errors is deemed to have failed if the service still contains defects even after several attempts to rectify.

5. Liability

- (1) LingoTransfair shall be held liable in the event of gross negligence and intent. Damages incurred by computer failure and malfunctions when transmitting e-mails, or damages caused by viruses are not considered gross negligence. LingoTransfair shall take the necessary precautions by using anti-virus programs. Liability in cases of slight negligence shall apply exclusively if they involve violations of major obligations.
- (2) The customer's claim for damages against LingoTransfair according to No. 5 (1) sent. 4 is limited to Euros 5,000. In limited cases, a higher compensation for damages can be agreed on explicitly.
- (3) The exclusion or limitation of the liability according to No. 5 (1) and (2) shall not apply to damages incurred from the injury to life, body, or health.
- (4) The customer's claims against LingoTransfair for defects in the service (Art. 634a BGB (German Civil Code)) are subject to a limitation period of one year from the date of acceptance of the service, except in case of malice.
(Please note: This provision is applicable only to contracts with companies, not with consumers.)
- (5) Contrary to Art. 634a BGB, liability for consequential damages as a result of a defect is limited to the legal limitation period. Art. 202 (1) BGB shall not be affected.

6. Professional secrecy

LingoTransfair shall be committed to observe secrecy regarding any confidential facts or information obtained in connection with their activities for the customer.

7. Cooperation of third parties

- (1) LingoTransfair shall be entitled to consult qualified third parties or have the service carried out by a cooperating free-lancer of their choice.
- (2) In the event a qualified third party is consulted, LingoTransfair must bind this person to secrecy according to No. 6.

8. Remuneration

- (1) LingoTransfair's invoices are due for payment in full within 30 days after the date of invoice.

(2) In addition to the agreed remuneration, Lingotransfair shall be entitled to reimbursement of any expenses actually incurred and agreed upon beforehand with the customer. In all cases, VAT will be charged in addition wherever required by law. In case of extensive service orders, Lingotransfair shall be entitled to request an adequate advance payment. Prior to commencing their work, Lingotransfair can agree in writing with the customer that the delivery of this work is subject to the full payment of their remuneration.

(4) If no agreement has been made as to the amount of the remuneration, the customer shall owe a remuneration that is deemed appropriate and usual for the type and degree of difficulty of the service order. This fee will not be less than the respective rates applicable in accordance with the “Justizvergütungs- und -entschädigungsgesetz” (JVEG) (German Law on Payment and Compensation by Judiciary Authorities).

9. Retention of title and copyright

(1) The service remains the property of Lingotransfair until payment is made in full. The customer shall not have the right to use the service until then.

(2) Lingotransfair shall retain the copyright to the service.

10. Right of rescission

In the event that the placing of a service order is based on the fact that Lingotransfair offer their services in the Internet, the customer shall waive their possibly existing right of revocation if Lingotransfair has already started the work and has informed the customer thereof.

11. Applicable law

(1) German law shall be applicable for each service order and all ensuing claims in connection therewith.

(2) The contractual language is German.

12. Severability Clause

The validity of these terms and conditions as a whole shall not be affected by the invalidity and ineffectiveness of individual clauses. The invalid clause is to be replaced by a valid one, corresponding as near as possible to the economic result and/or the intended purpose of the invalid clause.

13. Changes and Amendments

Changes and amendments of these terms and conditions are not valid unless made in writing.

Place, date

Lingotransfair

Customer