

General Terms and Conditions of ALINEA Financial Translations GbR

1. Scope

1.1 These Terms and Conditions of Contract apply exclusively to entrepreneurs, legal persons under public law and special funds under public law within the meaning of section 310 (1) of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

1.2 We recognise conditions deviating from our Terms and Conditions of Contract only if we have expressly agreed to their validity in writing.

1.3 These Terms and Conditions of Contract shall also apply to all future legal transactions of a related type with the client.

1.4 Any supplementary agreements, representations, other agreements or amendments to these Terms and Conditions of Contract must be made in writing in order to be valid.

2. Order placement

Order placement does not require a special form for validity in the interest of timely processing. We accept no liability for delayed or incomplete execution resulting from unclear or incomplete order placement.

3. Rights of use

3.1 By placing an order, the client ensures that it has all copyrights and/or other rights of use required to translate the document(s). When placing the order, the client transfers to us all required rights in the scope necessary for the translation. If the translation violates rights of third parties, the client hereby releases us from all third party claims including the costs of any legal proceedings.

3.2 Moreover, we reserve the right to use the texts for terminological purposes in one or more languages, and to process and utilise the terminology extracted. This includes in particular the preparation of terminology databases, terminology lists, glossaries and dictionaries in one or more languages and in electronic or printed form using some or all of the extracted terminology, and the use of non-company specific terminology for other corresponding business purposes.

We also reserve the right to use the texts provided by the client in the source language in electronic and/or printed form in connection with the resulting translations to create, utilise and maintain computer-aided translation systems.

3.3 By paying the invoice for the delivered translation, the client receives right of use but no copyright for the text.

4. Scope of the order

4.1 Unless a written agreement has been made regarding specific quality requirements for the translation, we will complete the translation to the best of our knowledge and judgment in accordance with the principles of proper professional practice, i.e. complete in terms of meaning and grammatically correct for informational purposes. Minor deficiencies are irrelevant. The client is to check names and numbers in the translation.

4.2 Unless special instructions have been issued or documents provided, technical terms will be translated using common dictionary terms or generally accepted versions. We will only use particular technical terms required by the client if this has been agreed and if sufficient documents in the form of sample texts and/or glossaries are provided in enough time. The use of specific client terminology is to be expressly agreed when placing the order. We assume no liability for errors in translations which result from incorrect or incomplete information provided by the client or due to errors in original texts. This also applies to illegible names and numbers on certificates or similar documents.

We reserve the right to contact the client in the event of ambiguities in the source text. However, we also have the right in such cases to complete the translation to the best of our knowledge based on the meaning of the remaining text.

4.3 The client posts or electronically transmits documents at its own risk. We are not liable for mistakes in transmission or for loss of documents.

5. Third party involvement

We are entitled to involve third parties in the execution of all orders.

6. Completion of orders

6.1 We provide completion dates to the best of our knowledge. In the event that a deadline is not met, we are only liable if the completion date was expressly guaranteed. If we recognise in advance that the indicated deadline cannot be met, we will advise the client as soon as possible. We are entitled to partially complete a project.

6.2 We accept no liability for delays caused by technical problems or force majeure. In the event that such disturbances outside our control are likely to persist for some time, we are entitled to withdraw from the contract in full or in part. The client shall be obliged to pay us for the expenses incurred and services performed up to that point.

7. Duty to inspect for and give notice of defects; rectification

7.1 The client is obliged to immediately check the delivered translations for completeness, particularly when transmitted via Internet. Section 377 of the German Commercial Code (Handelsgesetzbuch – HGB) applies accordingly.

7.2 The client is to report in writing any objective errors or omissions in the translation within one week of receipt. If no notice of defects is made, the translation is deemed provided in accordance with the contract and no claims regarding errors or omissions may be made at a later date. This also applies for consequential damages caused by such errors or omissions, to the extent permissible.

7.3 If the client notifies us of defects within one week, it is entitled to have the error or omission rectified. If, following rectification, the translation can be proven to still be unsuitable for the intended purpose, the client is entitled to a reduction in the invoiced amount or to rescind the contract. Any further claims by the client are excluded.

8. Liability and damages

8.1 We are liable for damages only in cases where it can be proven that the damages were caused directly by translation mistakes up to a total limit of twice the value of the order, with a maximum of EUR 50,000.

8.2 We are liable only in cases of intent or gross negligence. We only accept liability for simple negligence if we are in breach of our contractual obligations.

8.3 Recourse liability for third party damages is expressly excluded. We cannot assume liability for damages resulting from any form of publication, presentation or distribution. Even if the purpose of publication or distribution was stipulated in the order confirmation or authorised by us in writing, the further use of translations is the client's own risk.

8.4 Any claims for damages are to be submitted immediately to us in writing and reasons provided.

8.5 We are not liable for damages caused by viruses. Our IT system (networks, work stations, programs, files, etc.) is subject to regular virus checks. When files are delivered via e-mail, Internet (modem) or any other form of remote transmission, the client is responsible for final checks of such files and texts. No claims for damages in relation to this can be accepted.

8.6 Liability for lost profits, savings not realised, damages from third party use, indirect and consequential damages in particular are excluded.

9. Prices

9.1 All offers and prices are subject to change. Prices are given in euros. For lengthy projects, instalment payments corresponding to the amount of the text already completed may be requested.

9.2 The current version of our price list applies unless otherwise agreed. Prices are agreed based on the price list and charged per line of text; one standard line comprises 55 characters (including spaces). The total is calculated based on the target text (translated text). The number of lines is calculated using a line count program.

9.3 A supplement of 50% of the total net price of the order may be charged for urgent orders which require work outside of regular working hours; this will be agreed in advance.

9.4 The price for additional services (e.g. gathering terminology, graphic formatting such as images, formulae, tables, and preparation of master copies) is to be agreed separately according to time needed. The same applies to changes to a text requiring translation. Our hourly rates are also included in the price list.

9.5 All prices in quotes, price lists and offers are exclusive of statutory VAT.

10. Payment terms

10.1 Our fee is due in full within 30 days of invoicing. Section 288 (2) to (4) BGB also applies.

10.2 We may charge a fee for the re-issue of an invoice when this is necessary due to missing information from the client.

10.3 The client is only entitled to offset any counterclaims if they are declared enforceable or are undisputed. The client may only exercise a right of retention if its counterclaim is based on the same contract.

11. Retention of title

The translation delivered by us remains our property until payment of all our receivables under the contract has been made in full. The client has no rights of use before this time.

12. Confidentiality

12.1 We guarantee confidentiality according to the standards of professional conduct for a translator, subject to the restrictions set out above under "Liability and damages". Where third parties are involved, we guarantee their compliance with the confidentiality obligation.

12.2 However, the client is aware that in view of electronic transmission of texts and files and any other communication in electronic form between the client, us and any vicarious agents, we cannot guarantee absolute security regarding company and classified information, as it cannot be ruled out that unauthorised third parties may obtain access to the texts during transmission via electronic channels.

13. Governing law and place of jurisdiction

The contract and the complete business relationship between the client and us are subject to German law. The place of jurisdiction for any disputes is Frankfurt am Main.

14. Partial invalidity

If any provision(s) of these General Terms and Conditions of Contract should be or become invalid, the validity of the remaining provisions will not be affected. A valid provision which comes closest to the legal and economic intention will then be deemed to have been agreed.