

Terms and conditions

1. General

These Terms and Conditions apply to all business with our clients for the duration of the business relationship. In placing an order the client agrees to accept these Terms and Conditions. They apply also to any future transactions. Any differing Terms and Conditions of the client are not binding on us unless we have specifically agreed to them.

2. Placement of order

The client should where possible place the order in writing and should inform us of the country for which the text is needed, the subject area of the text and of any particular terminology that is required. We should also be informed of the use to which the translation will be put and the date by which it is required. An order is not considered to be placed until it has been confirmed in writing by us. We are not responsible for delays or errors in translation arising from inaccuracy or incompleteness of the source text submitted to us or from wording in the source text that is ambiguous or incorrect.

3. Processing the order

All work is carried out with the greatest possible care. The client shall receive the work carried out in the agreed form. In the case of lack of clarity in the source text we reserve the right to raise queries with the client or to make a translation to the best of our knowledge and ability on the basis of the likely meaning of the text.

We undertake to ensure that nothing is omitted from or added to the translation. We reserve the right if necessary to insert comments, footnotes etc. in the target language to aid understanding of the text.

4. Performance by third parties

We may make use of third parties for the carrying out of any transaction if we consider this to be appropriate or necessary. We are responsible only for the careful selection of such third parties. Our duty of care in the selection of third parties is always considered to be met if the third party to whom the work is entrusted is a translator or interpreter who is legally sworn or authorised for the relevant language or with whom we or companies or translators known to us have had a successful working relationship. The business relationship is always between the client and ourselves only. Contact between the client and a third party employed by us requires our approval.

5. Delivery of the translation and complaints procedure

The translation is considered to be accepted unless the client raises an objection immediately or at the latest within 14 days of receipt of the translation. Upon acceptance the client waives any claim to which he might be entitled in consequence of any defects in the translation. If the translation is delivered by e-mail, the time of receipt of the translation is the time at which it was sent by us or the timestamp of the e-mail or FTP server. The above-mentioned period begins at the end of the day on which the translation is shown (e.g. in e-mail records) to have been sent to the client. If the translation is sent by post, it is considered to have been delivered

at the time at which under normal circumstances delivery could be expected, i.e. normally two days after posting; the general rules of the French code civil on the calculation of deadlines also apply.

If within the 14-day period the client notifies us of an objectively verifiable, not merely trivial defect, this defect must be described as accurately as possible in writing and we must be given opportunity to correct it. The client must at the same time inform us of the period of time within which the defect is to be remedied.

We shall then remedy the defect within the stipulated period insofar as this is reasonable or have it remedied within a reasonable period. If the first attempt to remedy the defect is unsuccessful, we are entitled to take further steps to remedy the translation on the basis of the client's precise revised description of the defect. If the second attempt to remedy the defect is also unsuccessful, the client is entitled to choose either to accept a reduction in the agreed fee or to cancel the contract.

6. Liability

We undertake to provide a translation that is free of defects. Trivial defects are excluded.

We are liable only in the event of gross negligence and intent; we are liable for minor negligence only if we are in breach of obligations which are material to the contract. Claims for compensation arising from claims of third parties are expressly excluded. We are not liable for translation errors that arise from inaccurate, incomplete or illegible source texts submitted by the client. Liability is always limited in amount to the value of the order in question.

7. Delivery times

Delivery times are quoted in good faith but must always be regarded as provisional. Delivery is considered to have taken place when it can be shown that the translation has been sent to the client. We reserve the right to extend the delivery time quoted in the order confirmation if particular difficulties are encountered in the text to be translated or for other reasons.

8. Payment, terms of payment

All prices and quotations are subject to change. Prices are in euros unless otherwise agreed. Any published, non-binding price lists can be amended by us without prior notice. Any changes to our previously published prices, premiums for urgent work or other charges will be notified to the client at the latest with the order confirmation.

In the case of company clients payment is made upon invoice. Payment is due within 30 days of the invoice date. We reserve the right to require 50% of the payment in advance, irrespective of the value of the order. If payment is delayed the costs of issuing reminders as well as interest at the usual bank rate on the delayed amount will be charged to the client. If the size or level of difficulty of the translation exceeds that which was agreed when the order was placed, or if deadlines are set that are earlier than those originally agreed, we reserve the right to charge a higher fee to take account of the additional work.

Private clients have to pay in advance. Payment via PayPal is accepted.

9. Disruption, force majeure, closure or limitation of the business, network and server failure, viruses

We are not liable for losses arising from disruption of our business, in particular as a result of force majeure, e.g. natural events, breakdowns in communication services, network and server failure, other disruption of services or communication systems and other problems for which we are not responsible. In exceptional circumstances of this sort we are entitled to withdraw either wholly or in part from the contract. The same applies if we have important grounds for halting or limiting our business either wholly or in part for a particular period of time. We are likewise not liable for loss or damage arising from viruses. Our IT systems (networks, workstations, programs, files etc.) are regularly checked for viruses. When files are delivered by e-mail the client is responsible for final checking of the files and data thus transmitted. We cannot accept any claims for damages arising in this connection.

10. Retention of title

We retain ownership and copyright of the delivered translation until we have received payment in full of all amounts due to us. Before that time the client has no right to use the translation.

11. Despatch

Despatch or electronic transfer takes place at the client's risk. We are not liable for faulty or harmful transmission or for loss of the texts, or for damage to or loss of the texts when sent by non-electronic means.

12. Confidentiality

All texts are treated as confidential and we undertake to maintain confidentiality with regard to all facts of which we become aware in connection with our activity for the client. In the case of electronic transmission of texts and data and any other communication in electronic form between the client and ourselves we cannot guarantee absolute security of confidential business matters and information since the possibility of unauthorised third parties gaining access electronically to the transmitted texts cannot be excluded.

13. Additional agreements

If the client makes agreements with the user that deviate from the Terms and Conditions, or if amendments, additions or subsidiary agreements are made, these alterations are not valid unless made in writing.

14. Severability clause

If individual provisions of these Terms and Conditions are wholly or partly not part of the contract or are ineffective, the remainder of the contract is unaffected. In this event the content of the contract is governed by the legal provisions.

15. Applicable law and place of jurisdiction

The contractual relationship and any other business relationship between us and the client is governed exclusively by German law excluding the international Purchasing Convention. The place of jurisdiction for all disputes is exclusively Avignon, France.

