

1. Scope of application

The following General Terms and Conditions shall apply to contracts between our company and clients. The latest version of these General Terms and Conditions shall apply exclusively to all services which we provide. They shall apply to the entire duration of business relations, i.e. including future orders. We shall not accept any terms and conditions of the client that run contrary to or differ from our General Terms and Conditions, unless we approved their validity in writing in an individual case. Our General Terms and Conditions shall apply even if we supply services to the client without reservation in the knowledge of terms and conditions of the client that run contrary to or differ from our General Terms and Conditions; in particular, the acceptance of translation services shall be regarded as recognition of our General Terms and Conditions.

2. Extent and performance of services

A translation order may be issued verbally, in writing, by telephone, by fax or through electronic data transmission. Unless otherwise expressly agreed, a contract shall only come about after we have confirmed the order in writing. A contract shall only come about without our written confirmation if we carry out the order without reservation. We shall be entitled to use third parties to perform all transactions. We shall not check the contents or legal validity of the documents sent to us for translation. If we provide information or advice, this shall not release clients from their own obligations to perform checks. This provision shall apply, in particular, to information regarding the suitability and use of the translation for specific purposes. If no separate instructions or documents are provided, technical expressions shall be translated into a normal, reasonable and generally comprehensible version based on current lexicons.

3. Obligations of the client to provide information and cooperate

The client shall inform us in good time about special requirements relating to the translation (data format, use of specific terminology, readiness for printing, layout of the translation, etc.).

The client shall automatically provide us with the complete source text in a suitable and easy-to-read form together with all information and documents, which are necessary or relevant to the performance of the translation order, on the agreed delivery date or alternatively when the order is issued (glossaries of the client, diagrams, drawings, tables, abbreviation explanations, etc.). Delays shall be notified to us immediately.

If the translation is to be printed, the client shall send us a correction copy. We shall not be liable for incorrect printing if the copy has not been sent to us for correction in good time. This provision shall also apply to the repetition of an advertisement or a publication if the client did not inform us about this purpose.

4. Confidentiality

All texts shall be treated as confidential. We shall be obliged to maintain secrecy regarding all facts which become known to us in connection with our services for the client.

to point out that the use of electronic communication media and electronic data transmission may contain security gaps. We also wish to point out that accomplished third parties may be able to access the transmitted data and that all or some of these data may get lost. The client shall be solely responsible for verifying whether the data required to perform the order are suitable for electronic data transmission. If an order has been issued electronically (email, Internet, etc.), we shall be entitled, unless otherwise expressly agreed, to also perform the order using this method.

5. Prices and payment terms

All offers and prices shall be non-binding. Our prices shall be shown in Euro plus statutory value-added tax, which shall be shown separately on the invoice. In the case of extensive translation orders, we shall be entitled to request a part payment or a payment in instalments based on the completed text volume.

Payments shall be made net within 14 days of the invoice date. The client shall only be entitled to carry out offsetting if his counterclaims are either final and absolute or are undisputed, or have been accepted by us in writing. This provision shall also apply to the exercise of a right of retention, unless the client's counterclaims are due to intent or a gross violation of obligations by us or our legal representatives or agents.

If the client fails to pay on time, we shall be entitled to demand default interest amounting to 8% above the base interest rate according to § 247 of the German Civil Code (BGB). We shall also be entitled to demand immediate payment of all outstanding debts from the business relations without recourse to any agreed times for payment and to make further processing of orders dependent on a prepayment or a suitable surety. If the client still fails to comply with his payment obligations within a reasonable period of grace granted by us or the surety or prepayment is not provided within the stipulated period, we shall be entitled to withdraw from the contract. We shall reserve the express right to enforce further claims.

If the client withdraws from the contract or the contract is not fulfilled due to other reasons for which the client is responsible, the costs incurred by us up to the time of cancellation of the contract and any parts of the translation completed up to that point in time shall be invoiced.

The translation shall remain our property until payment has been made in full. We shall also reserve all utilisation rights and copyrights up to the time of payment. The client shall only be entitled to assign rights from a contract with our written approval.

6. Delivery

Unless expressly agreed as binding, delivery dates/periods shall be quoted to the best of our knowledge and shall be non-binding. If documents required to perform the order are not sent on time and in the case of incomplete, incorrect, unclear and/or illegible details and information, we shall not be bound by an agreed binding delivery date. If a specific delivery period has been agreed as binding, it shall only start to apply when we have received all the documents and information. This provision shall also apply to any subsequent changes to the translation on account of amendments of the source text by the client. Amendments of the source text by the client shall be invoiced separately.

If we are unable to comply with an agreed binding delivery period or delivery date

due to unforeseeable events for which we are not responsible, e.g. in particular force majeure, natural events, network faults, transmission failures or business disruptions, we shall be entitled to delay delivery either wholly or partially by a suitable length of time, but at least for the duration of the problem. We shall inform the client about the start and end of these circumstances as soon as possible. If the problem lasts longer than eight weeks, both parties shall be entitled to withdraw from the contract.

If we are culpably unable to comply with an agreed binding delivery period or delivery date or if we default in delivery due to other reasons, the client shall grant us a reasonable period of grace. After this period of grace has expired with no result, the client shall be entitled to withdraw from the contract. If the order involves a fixed-term transaction or if the client is entitled, as a result of the delay in delivery for which we are responsible, to invoke the discontinuance of his interest in the performance of the contract, we shall be liable – subject to the conditions in § 8 of these General Terms and Conditions – according to legal regulations. Any other legal claims and rights of the client in the case of a delay in delivery shall be based on § 8 of these General Terms and Conditions.

Unless otherwise expressly agreed in writing, the place of performance shall be the offices of JADO Übersetzungen GmbH in Ulm. The client shall bear the risk of sending the translation to the location which he has stipulated.

7. Legal and material defects

The client shall be solely responsible for any necessary copyright licences. If third parties assert claims against our company due to copyright violations, the client shall be obliged to release us from these claims.

The client shall be obliged to check the texts translated by us for obvious translation errors (especially in regard to figures, dates and names) before he uses them in the course of his business. The translation shall be deemed to have been approved when the client uses or processes it vis-à-vis third parties, but at the latest if the client does not raise any objections in writing within one week (receipt by us) after its transmission.

If our services are not free of defects, we shall be entitled to either rectify them or replace them free of defects. The client shall grant us a reasonable period of time and the opportunity to take the measures that are required to rectify defects. Any further claims – withdrawal from the contract or a reduction in price and compensation in place of performance – shall accrue to the client subject to the provisions of § 8 of these General Terms and Conditions if reperformance fails or there are other circumstances that render a prior setting of a deadline unnecessary. If only a minor defect has occurred, the client shall be merely entitled to a reduction in the agreed price.

Defect claims shall become statute-barred within one year after delivery of the translation, unless they are due to our intentional or grossly negligent violation of obligations or any other culpable actions by us, our legal representatives and agents resulting in the loss of life, physical injury or damage to health, or we have maliciously concealed the defect or accepted a quality guarantee. Defect claims shall be excluded in the case of translation errors which were caused solely due to incomplete, incorrect, unclear and/or illegible information from the client or due to erroneous source texts.

8. Liability

If our services cannot be used by the client according to the terms of the contract due to our culpability caused by missing or erroneous information and advice, or through the violation of other incidental contractual obligations, the provisions of § 7 and the provisions of the following subparagraph shall apply analogously to the exclusion of further claims by the client.

We shall only be liable for damage, for whatever legal reason, in the case of intent or gross negligence by our legal representatives or agents, in the case of culpable death, physical injury or damage to health, and regarding defects which we maliciously concealed or guaranteed that they did not exist. In the case of a culpable violation of cardinal obligations or essential contractual obligations, we shall also be liable for slight negligence. However, this shall be limited to contractual, foreseeable damage. Any further claims shall be excluded. In particular, we shall assume no liability, irrespective of the above-mentioned provisions, for the loss of documents due to fire, water or natural events, or due to burglary, theft and access by unauthorised third parties to electronically transmitted data. We shall assume no liability for the freedom from viruses of supplied datasets.

9. Final provisions

German law shall apply to the order and any resulting claims. The United Nations Convention on the International Sale of Goods (CISG) shall not apply. If the client is a registered trader, our head office shall be the place of jurisdiction. However, we shall be entitled to also take legal action against the client at the place of jurisdiction for his place of residence. If individual clauses of these General Terms and Conditions are or become invalid, the validity of the other clauses shall not be affected.