

General terms and conditions

§ 1 General

1.1 These General Terms and Conditions (hereinafter referred to as GTCs) exclusively apply to any business between the customer and BW Übersetzungsdienst, Gumbinnenweg 4, 31141 Hildesheim, Germany.

1.2 All services and deliveries shall be performed on the basis of these GTCs only. Any deviating terms and conditions from the customer that we do not explicitly accept in writing shall not be binding for us and shall be regarded as refused.

1.2 Any terms deviating from or complementing these GTCs are to be made in writing. Verbal collateral agreements decisions shall also be subject to subsequent written confirmation for obtaining full effectiveness.

1.3 Should one or several of the provisions of these GTCs be legally invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid one which best achieves the purpose aimed for by the invalid provision.

§ 2 Contract conclusion

2.1 The order on the part of the customer shall constitute a binding offer which we may accept within two weeks by submitting a written order confirmation or by commencing the services stipulated in the order. Any offers submitted at an earlier time and any cost estimates drawn up by us are subject to confirmation.

2.2 The scope of services is defined by the binding order confirmation.

2.3 We reserve the right to refuse at any time the translation/editing of texts with criminal content or texts which contain a violation of good morals or decency.

§ 3 Provision of services and prices

3.1 The customer shall provide us with information and documents required for preparing the translation/texts at his own initiative and without delay (glossaries, figures, drawings, tables, reference material etc.). The contractor cannot be held responsible for any errors resulting from non-compliance with these obligations.

3.2 The customer shall bear the responsibility for ensuring that the commissioned documents give no cause for complaint for issues relating to competition laws, trademark laws, rights to the use of names or to other reasons. The customer shall take care for any necessary permits under copyright law. The customer undertakes to indemnify the contractor from any potential third-party claims.

3.3 We are entitled to use the services of employees, expert third parties and data processing companies for the purpose of executing the order.

3.4 The prices for translations are usually calculated per line, each line consisting of 55 characters including spaces. Different modes for invoicing translations shall be subject to a prior written agreement. Orders, the completion of which is required on the same day or for the completion of which night/weekend work is required, shall result in a supplement to the respective basic fee, the amount of which must be determined. Proofreading, revision/reworking of existing texts as well as drafting/editing of documentations shall be charged according to the amount of time required.

3.5 Apart from that, all services shall be charged and paid on the basis of the data mentioned in our price list.

3.6 For more comprehensive projects, the contractor is entitled to request a down-payment which is reasonably required for the accomplish-

ment of the project. In justified cases the contractor may make the submission of the work contingent upon the prior payment of the full fee.

§ 4 Deadlines for deliveries and delays

4.1 If no specific deadline has been agreed between the parties in respect of the contract, delivery of the translation will be made within a period deemed reasonable for the project's accurate and careful completion.

4.2 Statements with regard to the time of delivery are binding and are always calculated per working days.

4.3 Delay incurs after the expiry of an appropriate extension period to be set by the customer. After vain expiration of this extension period, the customer may withdraw from the contract.

4.4 If the customer withdraws from the contract, without the contractor giving him any reason to do so, the customer is required to pay all charges and costs incurred for translation /editing fees up to the point of withdrawal.

4.5 The shipment of translations or other documents shall be done by ordinary mail, e-mail or electronic data transmission as agreed upon with the customer. Shipping costs will be charged in addition to the agreed fees and other ancillary costs.

§ 5 Terms of payment

5.1 Invoices shall be payable in Euros within 14 days after the date of invoice without any deduction.

§ 6 Liability

6.1 For individual cases, the extent of our liability will be restricted in terms of reason and amount to the extent of the cover and indemnification through our third-party liability insurance. This relates to deficiencies which are notified within a period of 4 weeks after dispatch (date of invoice). Under this warranty, the warranty claim shall only

become due when the contractor was granted a chance for correcting the deficiencies. We are prepared to permit the customer to inspect our policy upon request.

6.2 The customer undertakes to appropriately insure any possible liability insurance risks resulting from the application of the translated texts and to indemnify us from any claims for compensation from third parties. All further claims relating to bad performance etc., particularly any claims of compensation in the case of an indirect or direct damage, are excluded.

6.3 The customer shall be liable for any errors in the source text.

§ 7 Confidentiality

7.1 The contractor as well as all third parties involved undertake to maintain secrecy regarding all matters and any information which come to their knowledge in the course of the activities for the customer, and to keep them in strict confidence. This liability to secrecy applies to both the customer as well as to any of his business relationships. Only the customer himself but not its vicarious agents is entitled to release the contractor from this obligation of secrecy.

§ 8 Place of jurisdiction and applicable law

8.1 Hildesheim shall be the place of jurisdiction for any commercial relations with fully qualified merchants. German law shall apply.

8.2 The agreed place of jurisdiction for any direct or indirect disputes which may occur between the customer and the contractor shall be the factually and locally competent German court for the principal place of business of the translation service. However, the contractor is also entitled to sue in a different court having jurisdiction over the customer.