massanetz
fachübersetzungen

GENERAL TERMS AND CONDITIONS

valid as of 1 January 2007

Preamble

The following definitions and abbreviations are used in this document:

GTC = General Terms and Conditions

PR = Principal: Client who places an order with the translation company

AT = Agent, in this case: the translation company **massanetz fachübersetzungen**.

1. Scope
(1) These GTC apply to contracts concluded between the translation company and its Principals unless anything to the contrary has been agreed expressly or is mandatory by law.
(2) The general terms and conditions of the Principal are only binding for the Agent if the latter has acknowledged them expressly.

2. Scope of the translation order
The translation shall be performed with due care based on the principles of diligent professional practice. The PR shall receive the agreed execution of the translation.

3. Principal's duties of cooperation and disclosure
(1) The PR shall inform the Translator in time about any required specific executions of the translation (delivery on data media, number of copies, readiness for printing, layout etc.). If the translation is to be printed, the PR shall transmit a proof copy to the Translator.
(2) The PR shall provide the Translator in time and without being requested to do so with information and documents required for performing the translation (PR's technology, illustrations, drawings, abbreviations, etc.).
(3) The Translator cannot be held responsible for any errors resulting from non-compliance with these obligations.

4. Elimination of deficiencies
(1) The Translator reserves the right to eliminate any deficiencies. The PR shall be entitled to elimination of possible deficiencies the translation might contain.
(2) Elimination of deficiencies must be claimed by the PR, specifying the deficiency precisely.
(3) If the AT does not eliminate the asserted deficiencies within an appropriate period of time or if it refuses to eliminate the deficiency(deficiencies), the PR shall be entitled to have the deficiencies eliminated by another translator at the AT's costs, or – at the PR's discretion – demand a reduction of the remuneration or rescission of the contract.

5. Liability
(1) The AT shall be liable in case of intent or gross negligence by the AT or by one of its agents or vicarious agents subject to the legal provisions. In all the other respects, the AT shall only be liable on account of injuries to life, body or health or on account of culpable breach of essential contractual obligations. However, the claim for damages on account of breach of essential contractual obligations shall be limited to the foreseeable damage which is typical for such contracts. The AT's liability shall also be limited to the foreseeable damage typical for the contract in cases of gross negligence, if none of the exceptions specified in sentence 2 of this sect. 1 applies.
(2) However, the liability for damage caused by the delivery item to the PR's objects of legal protection – e.g. damage to other objects – is completely excluded. This shall not apply in cases of intent or gross negligence, or on account of liability due to injury to life, body or health.
(3) The provisions of the above sections 1 and 2 cover compensation for damages besides the performance and compensation for damages instead of the performance, for no matter which legal cause, especially on account of deficiencies, the breach of obligations resulting from the contractual relationship or from tort. They shall also apply to the claim for compensation for expenses made in vain.
(4) The above stipulations do not provide for a change in the burden of proof to the PR's detriment.

6. Secrecy
The AT undertakes to maintain secrecy regarding all the information which it gets to know within the scope of its work for the PR.

7. Involvement of third parties
(1) The AT is entitled to draw on employees or expert third parties in the execution of the order.
(2) When drawing on expert third parties, the AT shall ensure that these undertake to comply with the secrecy clause acc. to item 6.

8. Remuneration
(1) The remuneration shall be due in full at the time of acceptance of the translation provided. Unless payment has been effected, the PR shall default 14 days after the due date without any further assertions by the AT. Should deficiencies exist, the PR shall not have a right of retention beyond the extent that is in a reasonable proportion to the deficiencies and the provisional costs of subsequent performance (especially elimination of deficiencies).
(2) All prices are understood as net prices, plus applicable VAT.
(3) The Translator shall be entitled to demand an advance payment in case of voluminous translations, to the extent that this is objectively necessary for the performance of the translation.
(4) In well-founded cases, the Translator shall be entitled to require payment of his/her full fee before delivering his/her work.
(5) If the size of the fee has not been agreed upon, the reasonable and usual remuneration, depending on the type and degree of complexity, shall be due. To this effect, the rates mentioned in the JVEG *(German Law on Payment and Compensation by Judiciary Authorities)* shall be considered as reasonable and usual as a minimum.

9. Reservation of ownership and copyright
(1) The Translator shall remain the owner of the translation until payment has been effected in full. Until then, the PR has no right of utilization.
(2) The Translator reserves his/her copyright.

10. Applicable law and place of performance
(1) The order and all the claims resulting therefrom shall be subject to the Law of the Federal Republic of Germany.
(2) The place of performance shall be Hersbruck, to the extent that nothing has been stipulated to the contrary. Provided that the PR is a merchant, the sole venue for all disputes resulting from the contractual relationship shall be the registered office of the AT.

11. Validity in case of partial invalidity
The inoperativeness or invalidity of individual stipulations shall not affect the validity of these GTC as a whole.

12. Amendments and supplements
Any stipulations deviating from or supplementing these GTC in individual cases shall only be valid if made in writing.