



## German translation - Marc Reimann - Translator & Interpreter

### General Terms and Conditions (GTC) for translation orders

#### 1. Scope of application

(1) These General Terms and Conditions (hereinafter "GTC") shall apply to contracts between Marc Reimann (hereinafter "the Translator") and the Client, unless otherwise expressly agreed or required by law.

(2) The client's general terms and conditions are only binding for the translator if he has expressly recognised them.

#### 2. Obligation of the client to cooperate and provide information

(1) The client shall inform the translator of any special forms of execution of the translation (intended use, delivery on data carriers, number of copies, readiness for printing, external form of the translation, etc.) at the latest when placing the order. The intended use of the translation must be stated. If the translation is intended for printing, the client shall provide the translator with a proof for correction.

(2) The translator reserves the right to charge additional processing time for formatting that differs from the formatting, format or file type of the source text.

(3) The client shall provide the translator with information and documents required for the translation without being requested to do so and when the order is placed (client's glossaries, illustrations, drawings, tables, abbreviations, etc.).

(4) The client confirms to the translator that he is the owner of the rights to the logos, trademarks etc. used in the documents submitted for translation. In this respect, the client shall indemnify the translator against any claims asserted by third parties.

(5) Errors resulting from non-compliance with these obligations shall be borne by the client.

#### 3. Execution of the translation and rights of the client in the event of defects

(1) The translation shall be carried out carefully in accordance with the principles of proper professional practice. The client shall receive the contractually agreed copy of the translation.

(2) Technical terms shall be translated into the generally customary, lexically acceptable or generally understandable version, unless documents or special instructions have been provided by the client.

(3) The translator reserves the right to enquire with the client if the original text is unclear. However, the translator also has the option of producing a translation to the best of his knowledge based on the intended meaning.



(4) The translator is not responsible for translation errors that are due to poorly legible, incorrect or incomplete text templates or incorrect or incorrect customer terminology.

(5) If the client complains about an objectively existing, not insignificant defect in the translation, the client is entitled to have the defects contained in the translation rectified by the translator. The claim for rectification of defects must be asserted by the client in writing and without delay, stating the exact nature of the defect to the translator. The client shall grant the translator a reasonable period of time for reworking. Defects are defined as:

- Terminological errors
- Grammatical errors
- Linguistic errors
- Content errors
- Omissions or additions deviating from the source text

(6) The right to rectification is excluded if the notification of defects is not received within two weeks of submission of the translation work.

(7) In the event of failure of the repair or replacement delivery, the statutory warranty rights shall be revived, unless otherwise agreed.

(8) Delivery deadlines and dates are agreed when the order is placed and are binding. However, the translator shall not be in default as long as the service is not rendered due to circumstances for which the translator is not responsible. If the failure to meet a delivery date is due to force majeure, the Translator shall be entitled to withdraw from the contract or to demand a reasonable extension from the Client. Further rights, in particular claims for damages, are excluded in such cases. In the event of changes to the subject matter of the order, delivery deadlines and fees shall be renegotiated.

#### 4. Subsequent changes

The translator reserves the right to charge for the time spent on subsequent changes requested by the client to translations that are already free of defects (e.g. stylistic changes, specific terminology not agreed when the order was placed, formatting). This does not apply to defects pursuant to No. 3 (5).

#### 5. Liability

(1) The Translator shall be liable for gross negligence and intent to a reasonable extent. Liability for slight negligence shall only apply in the event of a breach of primary obligations. Damage caused by computer failures and transmission problems when sending e-mails or by viruses shall not be classed as gross negligence. The translator shall take precautions against this by using anti-virus software.

(2) The translator shall not be liable for damage to or loss of the materials provided by the client. The client must ensure that his data is adequately backed up.

(3) The Client's claim against the Translator for compensation for damages caused in accordance with No. 5 (1) shall be limited to EUR 5,000; in individual cases, a higher claim for damages may be expressly agreed.

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# Deutsche Übersetzung

## Übersetzer und Dolmetscher

(4) Exclusion or limitation of liability according to No. 5 (1) and (2) does not apply to damages to a consumer resulting from injury to life, body or health.

(5) Claims of the client against the translator due to defects in the translation (§ 634a BGB) shall lapse one year after acceptance of the translation, provided there is no fraudulent intent.

(6) Contrary to Section 634a BGB, liability for consequential damages is limited to the statutory limitation period. Section 202 (1) BGB remains unaffected by this.

## 6 Professional secrecy

(1) The Translator undertakes to treat all information and documents provided by the Client in connection with the order as confidential.

(2) The translator undertakes to maintain confidentiality about all facts that become known to him in connection with his work for the client.

## 7 Involvement of third parties

(1) The translator is authorised to use employees or expert third parties to carry out the order.

(2) If expert third parties are engaged, the translator shall ensure that they undertake to maintain confidentiality in accordance with No. 6.

## 8 Remuneration and basis of calculation

(1) The size of the translation is determined on the basis of the number of standard lines or words in the translation. A standard line is 55 characters including spaces. The final decision on the form of calculation is made when the order is placed.

(2) All prices are gross, as Deutsche Übersetzung (eng.span.ger.translations) is a micro-enterprise that is exempt from the statutory VAT obligation

(3) The invoice amount is due immediately. After 30 days from the invoice date, default occurs without a reminder in accordance with the statutory provisions (§ 286 No. 2 BGB). You will then incur statutory default interest of five percentage points (for private individuals) or eight percentage points (for companies) above the base interest rate per annum.

(4) In addition to the agreed fee, the translator shall be entitled to reimbursement of the expenses actually incurred. Proofreading work shall be charged on a time and material basis. In the case of extensive translations, the translator may request an advance payment that is objectively necessary for the translation. He may make the delivery of his work dependent on the prior payment of his full fee.

## 9 Retention of title and copyright

(1) The client only has the right to use the translation after full payment has been made.

(2) The translator holds the copyright to the translation.

## 10 Contract cancellation

The client may only terminate the contract for good cause until completion of the translation work. The cancellation shall only be effective if it has been declared to the translator in writing. In this case, the translator shall be entitled to compensation for loss of profit in the amount of the order value.

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## 11 Right of cancellation

Insofar as the placing of the translation order is based on the fact that the translator has offered to produce translations on the Internet, the client waives any right of cancellation that may exist in the event that the translator has started the translation work and informed the client of this.

## 12 Applicable law

- (1) German law shall apply to the order and all claims arising therefrom.
- (2) The place of fulfilment is the interpreter's place of residence.
- (3) The place of jurisdiction is Plön.
- (4) The contract language is German.

## 13 Severability clause

The validity of these Terms and Conditions of Contract shall not be affected by the invalidity or ineffectiveness of individual provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic result or the intended purpose.

## 14 Changes and additions

Amendments and supplements to these GTC are only valid if they have been agreed in writing. This also applies to changes to the written form requirement itself.