

Terms and Conditions

Daniel Bullinger MA (Cantab) MSc (hereafter referred to as "the Translator")

I. General

1. The Translator translates English documents into German and German documents into English, proofreads English and German documents, and provides language consultancy services. German documents conform to the spelling rules and to current usage in the Federal Republic of Germany; English documents conform to the spelling rules and to current usage in the United Kingdom of Great Britain and Northern Ireland.
2. These Terms and Conditions shall apply to all services listed in Section I.1. The Translator does not recognise Terms and Conditions deviating from or contradicting these, even if reference is made to such Terms and Conditions when a contract is awarded. Special agreements shall only apply if agreed upon beforehand in writing.

II. Payment

1. All fees are payable in full within 21 days from the date of the invoice. The Translator reserves the right to charge interest at the rate of 8% per annum over base rate on all overdue sums from the date on which they first become due until they are paid in full.
2. All prices and rates quoted are subject to change without prior notice. Estimates shall not be considered contractually binding, but are given for guidance or information only.

III. Confidentiality

1. The Translator will not use the Client's confidential information for any purpose whatsoever other than the performance of the services on behalf of the Client, or disclose the Client's confidential information to any third party, and it is understood that said confidential information shall remain the sole property of the Client. The Translator further agrees to hold all such confidential information in the strictest confidence and not to use it or disclose it to any person, company or organisation, except as required to carry out the services for the Client.
2. The Translator shall be entitled to consult third parties over subject-related and specific terminology queries, provided there is no disclosure of confidential material.

IV. Copyright

1. The translation and any other deliverables shall remain the property of the Translator until full payment has been received from the Client. The copyright for the translation or other deliverables remains with the translator unless otherwise agreed.
2. The Client shall be responsible for ensuring that performance of the translation task or other service will not infringe any third party rights. The Client undertakes to hold the Translator harmless from any claims for infringement of copyright and/or other intellectual property rights.

V. Responsibility and Liability

1. The Translator shall carry out the commissioned work with due diligence and care. The Client shall inform the Translator immediately on receipt of the final deliverables of any errors or omissions contained therein. The Client shall specify the nature of any defect to be remedied, and any complaint in connection with the work performed shall be communicated to the Translator in writing within two weeks of the date of delivery. The Translator shall be entitled to remedy such defects within a reasonable time and at no cost to the Client.
2. If no agreement can be reached as to the remedy of alleged defects, the Translator reserves the right to withdraw from the contract to the exclusion of all claims for compensation. In such cases, the work provided by the Translator shall remain the property of the Translator, and all documents derived from it as

well as all copies thereof shall be destroyed immediately by the Client. The Client shall not be entitled to use any part of the deliverables for any purpose whatsoever. The Client shall provide the Translator with the necessary means of ensuring compliance with these conditions.

3. The Client shall inform the Translator ahead of time of any particular requirements regarding the translation. The Client shall also volunteer at the earliest possible time any information and documentation required to prepare the translation. The Translator shall not be liable for any defects resulting from the Client's failure to comply with these obligations.
4. The Translator only accepts liability for losses arising from a malicious or grossly negligent breach of duty on the part of the Translator. The level of compensation shall be limited to the overall net fee agreed for the individual contract in question. Compensation for indirect damage and unforeseeable consequential damage shall be excluded.
5. The Translator shall not be liable for any incidental, special or consequential damages or loss of any nature whatsoever, nor for any claim against the Client by any other person or entity, arising from or relating to services rendered by the Translator, regardless of the nature of the claim or the form of the cause of action, even if the Translator has been advised of the possibility of such damages by anything contained in related proposals and other documentation. The Client undertakes to hold the Translator harmless from all third-party claims. The Translator shall not be responsible for any loss or damage to, nor the return of, any source materials.
6. The liability of the Translator on any grounds whatsoever shall be limited to the invoiced value of the work.

VI. Delay

1. In the event of any delay in the Client providing the source material or any information necessary for preparing the translation, the Translator shall not be obliged to meet the original deadlines. Should the Client fail to fulfil his obligation to cooperate despite a reasonable extension of the deadline, the Translator shall be entitled to terminate the contract for good cause and to claim damages.
2. In the event of deliverables not being provided on time, the Translator shall only be liable for the delay. The client shall only be able to claim for damages in accordance with Section V.4.
3. If deadlines are not met due to delays caused by force majeure, government intervention, natural disasters, revolt, strikes or any other circumstances that are beyond the Translator's control, the deadline shall be extended by the time necessary for the cause of delay to be removed. If the Translator is obliged by circumstances beyond his control to interrupt work indefinitely, he shall be entitled to terminate the contract for good cause to the exclusion of all claims for compensation.

VII. Final Clause

1. These Terms and Conditions are to be governed by and construed in accordance with German Law.
2. Unless otherwise agreed in writing, any disputes shall be subject to the exclusive jurisdiction of the German courts.
3. If any provision of these Terms and Conditions is held to be unlawful, invalid or unenforceable, it shall be replaced by a lawful, valid and enforceable provision that comes closest to the commercial intentions of the parties involved. The validity and enforceability of the remaining Terms and Conditions shall not be affected.
4. In the event of any discrepancies between the German- and English-language versions of these Terms and Conditions, the German-language version shall apply.