



General Terms and Conditions

(Convenience Translation from the solely authoritative German version)

1. Scope of Application

- (1) These General Terms and Conditions apply to agreements between FRECH Language Services (hereinafter referred to as “Translator”) and you (hereinafter referred to as “Principal”), insofar as nothing else was explicitly agreed upon or is statutorily mandated.
- (2) General Terms and Conditions of the Principal are only applicable to the Translator if the Translator explicitly recognized the same.

2. Scope of Translation Instruction

The translation will be properly undertaken pursuant to the principles of prudent professionalism. The Principal will receive the contractually agreed upon execution of the translation.

3. Principal’s Obligation to Cooperate and Disclose

- (1) The Principal shall inform the Translator on time of the desired execution forms of the translation (purpose of use, delivery on data carriers, number of executions, style ready for press, external form of translation etc.). If the translation is intended for printing then the Principal will deliver to the Translator a proof in time prior to printing so that the Translator can eliminate possible mistakes. Names and numbers shall be reviewed by the Principal himself.
- (2) Information and documents which are necessary for the compilation of the translation shall be provided to the Translator by the Principal upon placing the instruction (Principal’s terminology, illustrations, drawings, tables, abbreviations, internally used wording, etc.).
- (3) The Translator is not liable for mistakes and errors which are a result of a lacking or delayed delivery of information material and instructions.
- (4) The Principal is liable for the rights to the text and ensures that a translation may be made. The Principal indemnifies the Translator from any third party claims.

4. Principal’s Rights in case of Defects

- (1) The Translator reserves the right to remove defects. Initially, the Principal only has a claim to a removal of defects which could possibly be contained in the translation.
- (2) The claim to removal of defects shall be asserted by the Principal with the exact description of the defect.
- (3) If the Translator does not remove the asserted defects within an appropriate term or if the Translator refuses the removal of defects or if the removal of defects is considered to have failed, then, after hearing the Translator the Principal can have the defects removed by another translator at the Translator’s expense or, alternatively, can demand the reduction of the remuneration or rescind from the agreement. The removal of defects is considered to have failed if after three attempts of rectification of the defects the translation continues to show defects.

5. Liability and Limitations of Claims

- (1) The Translator is liable for damage caused intentionally or by gross negligence. Damages which were caused by computer breakdowns or transmission disruptions in sending emails or by computer viruses are not considered gross negligence. The Translator has taken precautionary measures against this by using anti-virus-software.
- (2) The exclusion or limitation of liability pursuant to No. 5 (1) does not apply to damages to a consumer resulting from injury to life, body or health.
- (3) The Principal’s claims vis-à-vis the Translator for defects of the translation (Sec. 634a BGB (German Civil Code)) become time-barred after one year of acceptance of the translation if no case of malice is present, insofar as the Principal is not a consumer.



- (4) In contrast to Sec. 634a BGB, the liability for consequential harm caused by a defect is limited to the statutory limitation period. Sec. 202 Subsec. 1 BGB remains unaffected hereby.

6. Professional Secrecy

The Translator is obligated to keep confidential all facts which the Translator learned in connection with the work conducted for the Principal.

7. Third Party Assistance

- (1) The Translator is authorized to obtain the aid of employees or knowledgeable expert third parties to execute the translation.
- (2) In the case of obtaining the assistance of knowledgeable expert third parties, the Translator shall ensure that they are also obligated to maintain confidentiality pursuant to No. 6.

8. Remuneration

- (1) The Translator's invoices are due and payable without deductions within 14 days of the invoice date.
- (2) All prices are net plus the statutory VAT.
- (3) In addition to the agreed upon remuneration, the Translator has a right to the compensation of the actually incurred expenses as agreed upon with the Principal. The statutory VAT will be added in all cases, so far as required by law. In the case of extensive translations, the Translator may request an appropriate retainer. The Translator may agree with the Principal that handing over of the Translator's work is dependent upon the prior receipt of the full remuneration amount.
- (4) If the remuneration amount is not agreed upon, then a remuneration is due in an amount commensurate with the type and difficulty of the translation. This will not be below the rates of the respective applicable *Justizvergütungs- und -entschädigungsgesetzes (JVEG*, German Judicial Remuneration and Compensation Act).

9. Reservation of Title and Copyright

- (1) Until the time of complete payment the translation remains the Translator's property. Until that time the Principal has no right of usage.
- (2) The Translator reserves the possibly resulting copyright.

10. Right of Rescission

Insofar as the placing of the translation instruction is dependent upon the fact that the Translator offered the compilation of translations online, then the Principal waives his possible right of rescission if the Translator began with the translation and informed the Principal hereof.

11. Applicable Law

The translation and all possible claims arising therefrom are subject to German law. The place of performance and place of jurisdiction are Frankfurt am Main, Germany. The contractual language is solely German. Only the German version of the General Terms and Conditions is authoritative, the English version is a convenience translation only.

12. Changes and Amendments

Changes and amendments to these General Terms and Conditions are only valid if they were agreed upon in writing.