

This is a machine translation. It is for informational purposes only.

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1. General Terms and Conditions for Translation Orders

1.1 scope

The following General Terms and Conditions shall apply to legal transactions and legal acts with Heddwen Newton (hereinafter referred to as "Translator").

These terms and conditions shall apply to contracts between the translator and her client, unless otherwise expressly agreed or prescribed by law, even if the client's general terms and conditions contain agreements to the contrary. The client's general terms and conditions shall only be binding on the translator if she has expressly acknowledged them in writing by e-mail.

1.2 Offers and conclusion of contract

2.1 The translator's general offers are subject to change without notice.

2.2 Offers and deadlines may be revoked at any time if the translator has not had the opportunity to view the entire text to be translated or edited prior to the offer. The verbal or written acceptance by the Client of the quotation submitted by the Translator or, if no quotation is submitted, the confirmation by the Translator of an order placed by the Client shall be deemed to constitute the conclusion of a contract.

2.3 The Translator may consider any natural or legal person who has placed an order with the Translator to be a Client, unless such person or legal person expressly declares that it is acting on the instructions, in the name and at the expense of a third party, and provided that the name and address of such third party are simultaneously disclosed to the Translator.

1.3 Scope of the translation order, delivery deadlines

In the case of translations, a contract for work subject to remuneration in accordance with § 631 BGB (German Civil Code) is concluded through offer and acceptance.

The translation shall be carried out carefully in accordance with the principles of proper professional practice. The client receives the copy of the translation agreed in writing by e-mail.

The translator shall be granted reasonable delivery periods.

1.4 additional services

All translation work connected with additional services, in particular translation work suitable for printing, regardless of the process used, so-called reproducible texts, etc., shall only be carried out as such if the translator is given a written order clearly stating that the required quality is assumed. The

Translator shall not be liable for the aforementioned translation work (in particular translations ready for printing and presupposed for multiple use) if the Client does not mark the translation as such in writing in the aforementioned sense or if the Client fails to submit a brush copy of the text to the Translator for proofreading prior to printing.

1.5 Obligation of the customer to cooperate and provide information

The client must inform the translator in good time of the desired form of the translation (intended use, delivery on data carriers, number of copies, readiness for printing, external form of the translation, etc.). If the translation is intended for printing, the Client shall provide the Translator with a proof in good time before printing so that the Translator can correct any errors. Names and numbers are to be checked by the client.

The Client shall provide the Translator with the information and documents required to prepare the translation (Client terminology, illustrations, drawings, tables, abbreviations, internal terms, etc.) without being requested to do so when placing the order.

Errors and delays resulting from the lack of or delayed delivery of information material and instructions shall not be borne by the translator.

The client assumes liability for the rights to a text and ensures that a translation may be produced. He shall indemnify the translator against any corresponding claims by third parties.

If an order is cancelled by the Client, the Client shall be obliged to pay in full the part of the order already executed. In addition, the client may have to pay a fee on an hourly basis for research already carried out for the remaining part. Upon request, the translator will provide the client with the work already created. In this case the quality of the delivered goods is not guaranteed.

1.6 date of delivery

If no time or time window has been agreed between the translator and the client, the translation shall be delivered by 17:00 hours on the agreed date.

If the client transmits additional text passages after placing the order and after agreeing a delivery period, the delivery period shall be renegotiated.

If, after placing the order, the Client makes changes to the source text which has already been translated in full or in part in fulfilment of the order, so that a revision of the text already translated becomes necessary, the delivery period shall be extended accordingly.

1.7 Client's rights in the event of defects

The client is entitled to have any defects contained in the translation remedied. The translator reserves the right to remedy defects in the form of subsequent performance or replacement delivery. The claim for correction of defects must be asserted immediately by the client within 14 days of receipt of the translation at the latest, stating the exact nature of the defect.

If the Client does not raise any written objections within 14 days of receipt of the translation, the translation shall be deemed accepted.

In the event of failure of the repair or replacement delivery, the statutory warranty rules shall apply.

The Translator shall not be responsible for translation defects caused by poorly legible, incorrect or incomplete source texts, terminology belonging to the Client (insofar as this has not been provided) or non-existent text contexts. Stylistic complaints shall also not be deemed defects. This also applies to synonyms, provided that the client has not made available in good time any reference material from which the synonyms to be used for the designations clearly emerge.

If the translator does not remedy the claimed defects within a reasonable period of time or refuses to remedy the defects or if the remedy of the defects is to be regarded as having failed, the Client may, after hearing the Contractor, have the defects remedied by another translator at the Contractor's expense or alternatively demand a reduction in the remuneration or withdraw from the contract. The rectification of defects shall be deemed to have failed if the translation continues to show defects even after several attempts at rectification.

1.8 liability

The translator is liable for gross negligence and intent. Not to be classified as gross negligence are damages caused by computer failures and transmission errors during e-mail transmission or by viruses. The translator takes precautions against this with anti-virus software. Liability for slight negligence shall apply exclusively in the event of breach of primary obligations.

The Client's claim against the Translator for compensation for damage caused in accordance with No. 5 (1) sentence 4 shall be limited to EUR 5,000; in individual cases it shall be possible to expressly agree a higher claim for damages.

The exclusion or limitation of liability pursuant to No. 5 (1) and (2) shall not apply to damages to a consumer resulting from injury to life, limb or health.

The client's claims against the translator for defects in the translation (§ 634a BGB) shall become statute-barred one year after acceptance of the translation, unless fraudulent intent exists.

8.7 The Translator shall not be liable for any damage or loss of documents, information or data carriers provided for the performance of the contract. The Translator shall also not be liable for costs and/or losses or damage arising from the use of information technology and telecommunications media, the transport or dispatch of data or data carriers or the presence of computer viruses in the Translator's files or data carriers.

8.8 The Client shall indemnify the Translator against all third-party claims arising from the use of the delivered product.

Contrary to § 634a BGB (German Civil Code), liability for consequential harm caused by a defect is limited to the statutory limitation period. This shall not affect § 202 para. 1 BGB (German Civil Code).

1.9 professional secrecy

The translator undertakes to maintain secrecy about all facts and actions that come to her knowledge in connection with her work as long as they do not violate applicable (criminal) law. Exception is when...???

Unless a separate confidentiality agreement has been concluded between the translator and the client, the translator shall be entitled to have the translation done or proofread by cooperation partners. In this case, the translator must ensure that the third party also undertakes to maintain silence towards her and/or the client.

However, the translator shall not be liable for any breach of confidentiality by such third parties if she can prove to the best of her ability that she was unable to prevent it.

1.10 Participation of third parties

The translator shall be entitled to call on the services of employees or expert third parties for the execution of the order.

If expert third parties are used, the translator must ensure that they undertake to maintain confidentiality in accordance with No. 7.

1.11 remuneration

The translator's invoices are due and payable without deduction within 14 days of receipt of the invoice. In addition to the agreed fee, the translator is entitled to reimbursement of the actual costs and expenses incurred.

All prices are net prices plus the statutory value added tax. In all cases the value added tax will be charged additionally, as far as legally necessary.

The translator can demand an appropriate advance payment for extensive translations. The translator can agree with the client beforehand in writing by e-mail that the delivery of her work is subject to the prior payment of her full fee.

If, after placing the order, the client transmits additional text passages which are delivered by the originally agreed delivery date or if the client shortens the delivery period after placing the order, the translator may charge an appropriate surcharge. There is no claim to a shortening of the delivery period.

If, after placing the order, the Client makes changes to the source text that have already been fully or partially translated in fulfilment of the order so that a revision of the already translated text becomes necessary, the Translator may charge a reasonable surcharge. The translator may charge the client for translation passages that cannot be used for the fulfilment of the amended order after subsequent changes in the source text.

The translator shall be entitled to increase the agreed price if she is forced to perform more or to incur more costs than would have been reasonably foreseeable at the time the contract was concluded because she has to work with laborious, time-consuming or unclear texts, copies, faulty software or files supplied by the client. The above list is not complete.

If the amount of the fee has not been agreed, an appropriate and customary remuneration shall be owed according to type and difficulty.

If circumstances beyond the translator's control prevent her from fulfilling her obligations, the translator shall be entitled to dissolve the contract without any compensation. These circumstances (force majeure) include among others: Fire, accidents, illness, strikes, riots, war, acts of terrorism, transportation restrictions, governmental action, interruption of Internet provider services, negligence of suppliers, or other circumstances beyond the Translator's control.

1.12 Retention of title and copyright

The translation remains the property of the translator until full payment has been received. Until then the client has no right of use.

Unless expressly agreed otherwise in writing, the copyright in the translations produced by the Translator shall pass to the Client as soon as the Client has fully fulfilled all its financial and other obligations towards the Translator in connection with the order in question.

1.13 right of withdrawal

Insofar as the placing of the translation order is based on the fact that the translator has offered the production of translations on the Internet, the client waives any existing right of revocation in the event that the translator has begun with the translation work and informed the client of this.

1.14 Applicable law

The contract language is German. If you are not a consumer, the place of performance for all deliveries and payments shall be Herford. German law shall apply exclusively to all legal transactions and the resulting claims. In the case of consumers, this choice of law shall only apply insofar as the protection granted by mandatory provisions of the law of the country of the consumer's habitual residence is not thereby withdrawn (principle of favourability). If you are not a consumer, the place of jurisdiction for all disputes is Herford.

1.15 Severability clause

The validity of these order conditions shall not be affected by the invalidity or ineffectiveness of individual provisions. The ineffective provision shall be replaced by a valid provision that comes as close as possible to the economic result or the intended purpose.

1.16 Amendments and additions

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

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