

# GENERAL TERMS & CONDITIONS

Albani translations – Owner: Angelika Albani, sworn translator

## § 1 Scope of application

- (1) These General Terms & Conditions (the Terms) apply to all contracts which are awarded to the Translator (the Contractor) by the Client unless expressly agreed upon otherwise or required by law. They apply for the entire period of business relations. Deviations from these Terms must be agreed upon by the parties in writing.
- (2) Any General Terms and Conditions proposed by a Client are only binding on the Translator if she has expressly accepted them.
- (3) When an updated version of these Terms & Conditions is published, older versions will automatically cease to be valid.

## § 2 Scope of services – performance - delivery

- (1) Client and Translator agree upon the scope of services in writing. Translations and proofreading work are carried out with due diligence on the basis of good professional practice. When translating terminology, the translator consults specialized dictionaries and reference texts. If Clients prescribe that their own company-specific terminology be applied, they shall help making such specific terminology accessible to the translator (e.g. by supplying web links to, or granting access to databases, reference texts, or glossaries), and the translator commits to using this terminology as applicable.
- (2) The date of delivery is agreed upon when the contract is placed and will be confirmed in writing by the Translator. As a prerequisite for keeping to the delivery date all documents and reference materials relevant to the translation must be available to the Translator at the time the contract commences. Otherwise, the Translator will not be responsible for any delays of delivery.
- (3) The Translator cannot be held liable for any delays of delivery resulting from events beyond her control.

## § 3 Client's obligation to cooperate and inform

- (1) The Client must inform the Translator in good time about any specific requirements (e.g. target audience, text format, number of copies required, readiness for press, text layout and presentation, etc.). If the translated text is intended for publication, the Client must notify the Translator in writing about this fact and forward a galley proof to the Translator in good time, so that the Translator is able to correct possible mistakes, if any, in time. If the Client fails to do so, any possible defect is his sole responsibility. The Client shall furnish the Translator with a complimentary copy of the translated work in due time after publication..
- (2) The Client must, on his own accord and prior to the beginning of contractual work, supply the Translator with all information and reference material that is relevant for preparing the translation; this includes company-specific terminology, glossaries, pictures, illustrations, drawings, tables, meanings of abbreviations, etc. The Translator is not liable for any delay resulting from inadequate or delayed supply of information or reference material.
- (3) The Translator is not liable for any mistakes resulting from a breach of these obligations by the Client.
- (4) The Client accepts responsibility for all rights in and to a text to be translated and makes sure that the translation is legally permissible under copyright law. The Client exempts the Translator from any third-party claims in this respect.

#### **§ 4 Acceptance – notification of defects - rectification of defects**

- (1) The translation product is deemed accepted and the agreed contractual fee is due unless the Client notifies the Translator in writing of any defects within 10 workdays after delivery.
- (2) The Translator reserves the right to remedy defects. Initially, the Client is only entitled to have possible defects in the translation rectified.
- (3) When the Client claims rectification of a defect, he must at the same time specify the alleged defect in detail.
- (4) If the Translator does not rectify a specified defect within a reasonable time, or if she refuses to rectify any defects at all, or if the rectification of a defect must be regarded as failed, the Client may, after hearing the Translator, hire another translator to rectify these defects at the expense of the Translator. Alternatively, the Client may claim a reduction of the Translator's remuneration fee or withdraw from the contract.
- (5) Rectification of defects is deemed failed if there are still defects in the translation after several correction attempts.

#### **§ 5 Liability**

- (1) The Translator is only liable for gross negligence and intent. Liability for ordinary negligence arises only where obligations are breached that go to the root of the contract.
- (2) The following does not count as gross negligence: damage resulting from server failure, transmission errors when sending e-mails, or damage caused by viruses. The Translator takes reasonable precautions to avoid such damage by using regularly updated anti-virus software and taking other preventive action (second e-mail address, redundant hardware).
- (3) Any claims for damages brought by third parties are hereby expressly excluded.
- (4) Liability is limited to the negotiated fee or to the sum invoiced for translation/ proofreading services, whichever is lower.
- (5) Exclusion or limitation of liability under §§6 (1) and (2) does not apply to cases of damage to a consumer resulting from violation of life, body and/or health.
- (6) The Translator is not liable for any subsequent changes or amendments made to the translated text by the Client or by a third party.
- (7) Claims against the Translator for defects of the translation under §634a Civil Code become statute-barred one year after the translation has been accepted by the Client, except in cases of fraudulent intent.
- (8) Liability for consequential damage is excluded. In particular with advertising texts, the Translator's services, unless expressly agreed otherwise, are limited to translating the text material submitted.

#### **§ 6 Confidentiality**

- (1) The Translator undertakes to keep all information confidential which is disclosed or becomes known to her in connection with her services for the Client.
- (2) Texts with illegal content or which transgress standards of public decency, do not fall under the above provision and may be rejected by the Translator, even after she has initially accepted the translation contract.

#### **§ 7 Collaboration with third parties**

- (1) In performing the contract, the Translator is entitled to rely on employees or external specialists.

- (2) If employees or external specialists are involved, the Translator ensures that collaborating parties will also commit themselves to keep strict confidentiality in accordance with § 6.

## § 8 Fees and payment

- (1) The Translator's fee is agreed when the contract is entered into. Interpreting, copyediting, or proofreading work is generally billed at an hourly rate. Translations are billed on a rate per standard line or word of the original text (where the text is submitted in electronically editable form), otherwise the calculation basis is the target text (translated text, if the original is provided as a non-editable file or as a paper document). This rate varies with difficulty, urgency and layout expense involved. A standard line is counted as 50 characters including spaces.
- (2) The Translator's invoice is due and payable without deduction within 14 days of the date of invoice, unless expressly agreed otherwise. Prices and conditions apply as quoted in the cost estimate or framework agreement. Unless services are rendered within a framework agreement, there is a minimum gross fee of 45€.
- (3) All price quotes and calculations are net prices in euros plus VAT where applicable, unless a different currency has been quoted. For private clients the gross price is quoted in addition.
- (4) In addition to her contractually agreed fee, the Translator is entitled to be reimbursed for all costs and expenses actually incurred and agreed with the Client. To the extent legally required, VAT will be charged in addition. If the text to be translated is very long, the Translator may claim a reasonable advance payment.
- (5) If no fee has been agreed, a fee is due the amount of which corresponds to the type and difficulty of the text to be translated and is appropriate and reasonable. If the text to be translated belongs to the field of law, this fee will not fall below the current rates of JVEG 2013 (*Justizvergütungs- und Entschädigungsgesetz*, Act on Fees and Reimbursements within the Administration of Justice), as amended.

## § 9 Reservation of ownership and copyright

- (1) The Translator remains the full owner of the translated text until payment has been made in full. Until then, the Client has no rights of use in the text.
- (2) The Translator holds the copyright in the translation under sec.3 UrhG 1965 (*Urheberrechtsgesetz*, German Copyright Act), as amended.
- (3) Translations intended for publication must include the name of the Translator and a note indicating that she was involved in the publication in her capacity as a translator. This information shall be placed at a suitable position in the text (e. g. in the imprint). Prior to actual publication, the Translator must be provided, in good time, with a galley proof to be able to release her translation.
- (4) Where a translation is published on the Internet, the Client shall also name the Translator at a suitable position on the website where the translation is published.

## § 10 Contract termination

- (1) If the Client terminates a contract without being legally entitled or contractually authorized to do so, he is obligated to pay, based on the contractually agreed fee, for work done up to the time when his notice of termination is received.
- (2) Any termination of contract must be made in writing.

## § 11 Data privacy

For more details refer to the [Data Privacy Declaration](#), which can be viewed on the translator's website, or will be forwarded electronically upon request.

## **§ 12 Modifications and amendments**

Any changes, modifications and amendments hereto as well as any other agreements must be made in writing. This also applies to any alteration to the requirement of written form.

## **§ 13 Applicable law, severability**

- (1) To the extent permitted by law, the sole place of performance of the contract and the sole place of jurisdiction shall be Erlangen (Germany), and any dispute arising out of the contract shall be settled before a competent Erlangen court. The applicable law shall be German law. Any application of the terms of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly excluded.
- (2) If any provision of these General Terms and Conditions is held to be invalid or unenforceable, any and all of the remaining provisions will remain in full force and effect. The contractual parties shall cooperate to replace the invalid or impracticable provision by a new provision that has the same economic effect as was originally intended by the invalid provision. The same applies to the bridging of any contractual gaps which may occur.

Erlangen, June 2023