

General Terms and Conditions

1. Scope

- (1) These terms and conditions shall apply to contracts between jurislation Bettina Behrendt ("translator") and the ordering party ("customer"), even if the ordering party's general terms and conditions contain conflicting provisions.
- (2) Any contractual conditions stipulating otherwise or the application of other provisions must be expressly agreed in writing.

2. Scope of the translation job

- (1) The translation shall be carried out pursuant to the principles and standards of the profession. The customer shall receive a copy of the translation as agreed in the contract.
- (2) Unless agreed or provided otherwise in the translation job, a translation into German will be into standard German for readers in the Federal Republic of Germany. Unless agreed otherwise or provided otherwise in the translation job, translations into English will be into British English for international readers; legal translations will be based on the legal language of English law or the results of terminology research in EU law.

3. Obligation to cooperate and to provide clarification

- (1) The customer shall inform the translator as to special requirements for the translation (translation on data carrier, file format, number of copies, readiness for publication, layout of the translation etc) when placing the order. If the translation is to be used for publication, the customer shall provide the translator with a galley proof.
- (2) The customer shall provide information and documents (customer's glossaries, drawings, charts, tables, abbreviations, etc) which are needed for the execution of the translation job without being requested and in good time.
- (3) The translator shall not be held responsible for mistakes, errors, damage, or damages deriving from non-compliance with these obligations.

4. Delivery date

- (1) If the translator and the customer do not agree on a specific time of day or a specific period of time for delivery of the translation then the translation shall be delivered by 5 pm CET on the day agreed upon.
- (2) If the customer transmits additional passages of text after placing the order and after an agreement on a delivery date, the delivery date shall be re-negotiated.
- (3) If, after placing the order, the customer amends, alters, or modifies the original text, which has already been completely or partially translated according to the contract, resulting in the necessity for revision, amendment, alteration or modification of the text which has already been translated, the time of delivery shall be extended for a reasonable period of time.

5. Correction of faults, errors, or faulty workmanship

- (1) The customer shall be entitled to claim correction of faults, mistakes or errors contained in the translation.

The translator reserves the right to correct faults, mistakes or errors by means of cure or substitute delivery. The claim to the correction of faults must be submitted within 14 days after receipt of the translation, together with details of the nature of the fault, mistake or error.
- (2) Unless the customer complains in writing within 14 days after receipt of the translation, the translation shall be deemed to have been accepted by the customer.
- (3) In the event of failure to correct faults or to make substitute delivery the statutory provisions regarding warranty shall apply.
- (4) Complaints about style are not deemed to be complaints about defects. This shall also apply to synonyms unless the customer provides reference material in good time which clearly and unequivocally indicates the terms to be used for the synonyms objected to.

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6. Liability

- (1) The translator shall be liable for intent and gross negligence only. Limitation of liability shall not apply in the event of injury to life, limb or health. In such cases, the translator shall be liable for any culpable conduct of her employees, persons employed to perform her duties, and representatives.
- (2) The translator shall also be liable if fundamental contractual obligations (“cardinal obligations”) are infringed. This applies also to persons employed to perform her duties and representatives. Liability shall, however, be limited to the loss and damage which are typically foreseeable. Liability in the case of slight negligence shall be limited, except for injury to persons, to the amount of coverage of the translator’s pecuniary loss liability insurance of maximum EUR 200,000 per claim.

7. Secrecy

- (1) The translator shall not disclose any information to third parties regarding any documents of the customer or content thereof.
- (2) Unless a separate confidentiality agreement has been concluded between the translator and the customer, the translator shall be entitled to have the translation performed or carried out or proofread or revised by a cooperation partner. In this case, the translator shall ensure that the third party declares his or her obligation to the translator and/or the customer to observe strict secrecy.
- (3) If the translator, due to unforeseeable incapacity to work or death is no longer able to do the ordered translation, the translator has appointed an lawyer to act as an emergency manager and authorized such emergency manager to arrange for all that is required and necessary to maintain or to wind up the business operations as the case may be.

Unless a separate confidentiality agreement has been concluded between the translator and the customer, the emergency manager appointed by the translator shall be entitled to have the translation performed or carried out or proofread or revised by a cooperation partner of the translator. For such event, the translator has concluded a non-disclosure agreement with the appointed emergency manager binding the emergency manager to secrecy.

8. Payment

- (1) Payment shall be due immediately after receipt of the invoice unless the invoice states a due date.
- (2) The translator shall be entitled to receive compensation for any accrued costs and expenses and any costs and expenses agreed upon with the customer. The translator is entitled to demand an advance payment for large translation projects, to the amount which, from an objective point of view, is necessary. In justified cases, the translator may make the delivery of her work subject to the prior payment of the complete remuneration in full.
- (3) If the amount of the remuneration is not agreed upon, the following prices shall apply: An hourly rate of 70.00 euros or a daily rate of 500.00 euros; for small jobs a minimum amount of 50.00 euros shall apply. Prices are exclusive of VAT in the applicable amount.
- (4) If, after placing the order, the customer transmits additional text passages, which are delivered by the originally agreed date of delivery or if the customer shortens the delivery period after placing the order, the translator shall be entitled to charge a reasonable surcharge. The customer has no right to claim a shorter delivery period.
- (5) If the customer amends, alters or modifies the original text, which has already been completely or partly translated in the course of performance of the contract, so that a revision and / or amendment, alteration or modification of the translated text becomes necessary, then the translator may charge a reasonable extra fee. The translator shall be entitled to charge for translated text passages which can no longer be used after subsequent amendments, alterations or modifications in the original texts.

9. Reservation of ownership

- (1) The translator shall retain ownership of the translation until complete payment of the sum agreed upon for the respective order. Until that time, the customer shall have no right to use the translation.
- (2) The translator reserves her copyright of the translated documents.

10. Applicable law

- (1) Any order or claim under this contract shall be governed by German law excluding any provision of international private law.
- (2) The place of jurisdiction shall be Düsseldorf.
- (3) If any of the clauses or any clause added to these terms and conditions in future is invalid, this shall not affect the validity of the other clauses of these terms and conditions.
- (4) This English translation of the German original Allgemeine Geschäftsbedingungen is a voluntary courtesy translation provided to the customer. In any dispute the German original shall prevail.

Issued: July 2014