

**ad editum**

Translation. Copy-editing. Language design.  
Wolfgang Bruch  
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Germany

## **General terms and conditions**

### **1. Scope of coverage**

These General Terms and Conditions are solely applicable to any current or future services provided by the company ad editum Translation. Copy editing. Language design. (hereinafter referred to as the "Agency") for its Clients. The Agency provides its services exclusively to legal persons, private or public, or to businesses of a different legal form. These General Terms and Conditions are available to view, download and save on the user's computer, in German from the website: [www.ad-editum.de](http://www.ad-editum.de), and in English from the website [www.ad-editum.com](http://www.ad-editum.com), and form the basis of any assignment with which the Agency is commissioned. Any terms or conditions required by a Client that conflict with or deviate from these General Terms and Conditions will only be accepted if these have been expressly approved in writing by the Agency.

### **2. Completion of a purchase order**

Purchase orders may be made to the Agency via email, fax or verbally. A contract comes into effect either when the Client confirms an offer from the Agency in writing, or when the Agency confirms a purchase order to the Client in writing. In both cases, written confirmation via email will suffice. On completion of a contract, the Client accepts the exclusive validity of these General Terms and Conditions.

### **3. Services and completion**

Translation services provided by the Agency will be considered to be in due form if the translation communicates the content of the source text in the relevant language in an appropriate, correct and fluent way. Should the Client have any particular requests concerning tone, style (for example a journalistic, formal, or especially creative style), or customization for a specific target audience, then this must be conveyed in writing to the Agency when the request for proposal is issued, giving a detailed briefing so that the special requests form an integral part of the order. Should the Client commission the Agency with an editing order for a translation extra to the translation services, or order the editing of a source text service only from the Agency, it is the responsibility of the Agency to ensure that texts provided to the Client conform to the relevant linguistic conventions and dictionaries of the language in question. If more than one correct form of spelling exists in a particular language then the service will be considered to have been provided appropriately if the Agency has chosen one of the acceptable versions.

The Agency is entitled to use qualified third parties to provide its services. The imprimatur for texts (edited or worked on in any other way) and translations provided by the Agency are the sole responsibility of the Client.

For purchase orders for the designing of brand names, product names, company names or domain names, or for a connotation analysis of such names, the Agency's services are limited to linguistic aspects. The Agency provides the Client with non-binding suggestions for such names or analyses the linguistic connotations and associations of existing or planned names or terms, however it does not itself specifically provide any legal investigation or consultation, nor any legally warranted trademark searches in the applicable trademark registers.

A separate consultation from a law firm specialized in trademark, naming, domain or competition law is required for any investigation into the legal aspects of the linguistic suggestions made by the Agency for brand, product, company or domain names, or for a legal substantiation of a linguistic connotation analysis carried out by the Agency. Should the Client require, the Agency may provide appropriate contacts or include qualified partners in the completion of the services provided.

#### **4. The Client's obligation to co-operate**

The Client is responsible for the correctness of the content and language of the source text they give to the Agency for translation. For purchase orders for editing or for the linguistic reworking of texts in the source language, it is the responsibility of the Client to ensure the accuracy and correctness of the content in the source material. If the Client wishes the Agency to refer to specific terminology, style guides, brand books, glossaries or reference material relevant to a particular industry branch or readership when carrying out translation or editing services, then they must make such material available to the Agency in advance, in an appropriate form and quality.

#### **5. Conditions of delivery**

The delivery to the Client of translations, edited texts or texts worked on in any other way, shall either be made via email with the relevant file attachments or by sending an email notification that will allow the Client to download the final files from an internet server provided by the Agency. The delivery may also be made in printout form via mail or courier service, for example for a certified translation. A delivery is considered to have been completed once the Agency, or a third party it has commissioned, has sent an email with the relevant file attachment or a notification of the availability of the files for download, or has sent the delivery via mail to the Client in such a way that it can be assumed the delivery, or notification of availability to download the delivery files, will reach the Client promptly under consideration of the normal delivery times expected for the agreed mode of transfer. The Agency is entitled to make the delivery in the form of partial deliveries. All delivery times given by the Agency are valid at the earliest from the time the contract is concluded, and from the time when the Client has made all the source material necessary for the work available to the Agency. Compliance with the delivery time given by the Agency is conditional to the Client promptly fulfilling this requirement and other obligations to co-operate. In the event of an increase to the original agreed scope of delivery, the delivery time will also be extended by an appropriate period, or upon agreement.

## **6. Prices and conditions of payment**

For all purchase orders made to the Agency, only prices based on offers made by the Agency to its Clients will be deemed binding. Counts of the number of words, lines or characters contained in texts to be translated, edited or reworked in any way, used by the Agency to create an offer are accepted as binding by the Client on agreeing to the offer. Prices, price ranges or estimates which may have been determined using price calculators published on the Agency's website are merely a guide. They are only for information purposes. Such calculations refer to standard services and do not take additional requirements into consideration. Additional services incur an appropriate surcharge. All prices quoted by the Agency are net prices and are subject to value added tax at the relevant statutory amount. For large purchase orders running for a long period of time, the Agency has the right to invoice the Client for partial deliveries. Unless no other agreement has been made, invoices for services provided by the Agency shall be paid within 14 days of receipt without any deductions. Other payment targets, cash discounts or other deductions will only be allowed if previously agreed in writing. In the event of a delay of payment, the legal regulations apply.

## **7. Off-setting**

The Client will only be entitled to offset if their counter claim is legally established or undisputed. The Client may only exercise their right of retention insofar as the counter claim is based on the same contractual relationship.

## **8. Reservation of proprietary rights**

The Agency reserves all proprietary rights for services delivered until complete payment of the invoice. Translation memories, terminology lists, style guides or glossaries compiled by the Agency as part of a translation or editing order from the Client will remain the property of the Agency unless no other agreement is made with the Client.

## **9. Cancellation**

In the event of a cancellation of an agreed purchase order for services, the Agency is entitled to invoice the Client for a cancellation fee up to the full amount of the agreed invoice sum. At the least, the Client will be obliged to cover the Agency's cost up until the point of the cancellation.

## **10. Warranty and liability**

It is the responsibility of the Client to present actual or suspected errors in an appropriate, detailed and cogent way to the Agency in writing, and thus to provide the Agency with the opportunity to respond. In the event of a justified complaint, the Client is obliged to allow the Agency the opportunity to improve the service provided within a reasonable timeframe. If the Agency does not comply with the request for improvement, then the Client may reduce the purchase price, without prejudice to any other claims for compensation. Conflicting stylistic preferences regarding translation on the part of the Client are not accepted as valid grounds for complaint. Nonetheless, wherever possible the Agency will attempt to offer the Client alternative formulations within reason, on a goodwill basis. The Client shall have no recourse against the Agency in the event of third-party damage claims resulting from the services provided by the Agency. The Agency does not accept liability for errors that have resulted due to interferences by the Client or

third parties after the delivery of translated or edited texts. The Agency does not accept liability for damages that result from the Client publishing translations delivered by the Agency where the Agency was not commissioned to provide an editing service. Neither does the Agency accept liability for delivery delays or damages due to force majeure, network failures, unforeseeable failures of technical systems, or technical transmission errors that are beyond the responsibility of the Agency. Guarantee claims relating to errors expire 12 months after successful delivery by the Agency.

The Agency will accept no liability for delays in delivery that are beyond the Agency's responsibility or where these do not result from willful or gross negligence.

#### **11. Place of performance, governing law and place of jurisdiction**

The place of performance is the Agency's offices in Berlin. All contractual and legal relationships between the Agency and the Client are subject to the law of the Federal Republic of Germany, excluding UN sales law. The sole place of jurisdiction is Berlin.

#### **12. Severability clause**

Should individual provisions of these General Terms and Conditions become invalid, the other provisions shall remain unaffected.