

Amanuensis Guido Lenz Translation Services Terms and Conditions

0. Preface

This is a translation of the German Terms and Conditions provided for your convenience only. The translation is not legally binding, while the German original is.

1. General

The Terms and Conditions apply to the complete course of business with our clients. Terms & Conditions are accepted by the client when placing an order and extend over the full term of the business connection. Thus, they extend to future business as well.

Our offers and quotes are subject to change with regard to pricing, volume, delivery times and terms as well as possibility of delivery.

Our Terms and Conditions are accepted and contrary conditions (of the client) are deleted, unless a written notice is received within three days stating the term or condition that is not acceptable and the extent to which it is unacceptable.

Agreements on delivery changes: supplements and supplementary agreements made with our clients only become valid after written confirmation by us.

No claims can be made by the client in case of obvious errors, potential discrepancies with the catalog, descriptions or pictures, mistakes in text or miscalculations.

Terms and Conditions of the client are only binding for us after explicit acceptance by our side.

2. Order Placement

The client places an order in electronic or other format. To enhance and speed up the course of business we accept orders placed over the phone or other informal orders. Potential problems arising from non-written orders are applied to the client's account.

For this purpose the client names the target language, topic, specialization, amount of text and, if applicable, any special wishes regarding terminology. To improve the result, use of the translation and date of delivery (deadline) should be stated.

The client can select from several data formats in which the translation has to be delivered, e.g. RTF, ASCII, Microsoft® Word 97 and others.

Client's texts sent electronically will be acknowledged by us in a written notice. An order has a status of "placed" only if it is acknowledged by written notice.

We are not liable for delays or imperfections that originate in an unclear, incorrect or incomplete order placement or in faults or deficiencies or misleading or misunderstandable or even wrong wording, phrasing or formulation in the source text.

3. *Implementation by Third Parties*

We are entitled to use third party services for the implementation of all services and business, if we find this to be appropriate or necessary. Our liability in this case is limited to careful selection. Our duty of care is fulfilled, if the third party is a translator or interpreter, that is approved by a court of jurisdiction or with which we or other agencies or translators have worked with successfully in the past. Basically, the business relationship is only between the client and us. Contact between the client and a third party chosen by us requires our acceptance.

4. *Pricing*

All offers, quotes and prices are subject to change. Prices are quoted in DEM, unless otherwise stated. Extensive jobs entitle us to request partial payment in advance or in installments according to the part of the job finished. All prices quoted are net excluding VAT.

Published price lists are subject to change without obligation of notification to any party. Prices quoted or invoiced or conditions granted in the past do not imply the same prices or conditions for future jobs, except by written agreement.

Differences with published prices, surcharges for fast delivery or other extra charges are communicated to the client with the order acknowledgement. Shipping, postage and other connected costs will not be charged to the client, if they are at the usual rates; exceptions are special deliveries (courier, etc.) requested by the client.

5. *Delivery*

Delivery terms are specified according to the best of our knowledge and intention. They can only be approximate terms, though.

Delivery is agreed to have been made, when the translation has been sent to the client and a protocol of this process is available. Preferred transfer is via email or FTP. On client's request the translation will be sent on a disc or paper.

Minimum turn around time for a translation is 48 hours. Timeframe is MEZ (mitteleuropäische Zeit, Central European time). MEZ is UTC +1 or 9 hours ahead of Pacific Time.

6. *Disruption, Force Majeure, Closing and Retrenchment of Operation and/or Facilities, Network and Server Errors, Viruses*

We are not liable for damages originating from disruptions of our organization, including but not limited to force majeure, e.g. acts of God and disruption of communication or links, network and server errors, other potential line or transmission disruptions or other hindrances, that are out of our control. In such exceptions we are entitled to withdraw in part or in total from the agreement. The same goes for closure or retrenchment of operation and/or facilities, including but not limited to our online services, due to important reasons in part or in total for a certain time span.

We are not liable for damages caused by viruses. To avoid the risk of virus infections we use anti virus software with regularly updated virus definitions and recommend our clients do likewise. If files are delivered via email, modem or any other data link the client is responsible for a final check of the transferred files and/or texts. Actions for indemnification cannot and will not be accepted.

7. Liability & Complaints

Unless a special agreement has been entered into regarding the quality of the translation or such requirements have been made clear and specific in the order itself, the contractor (we) will process the text and translate it according to our highest standard and conscience complete and true to the statement of the source text as well as in accordance with grammar for the purpose of information.

Unless the client enters a written caveat immediately or within 5 working days (receipt at contractor) the translation is approved and accepted. The client waives his claim to all and any (legal) claims he would have due to potential shortcomings in the translation.

If the client rejects within those 5 days an existing, major shortcoming, this shortcoming has to be described as exactly as possible and we have the right to rework the corresponding part(s). If reworking shows no positive result, the client is entitled to a reduction or cancellation. Extended claims, including matters such as indemnification due to nonfeasance, are excluded. The liability is limited to the maximum value of the according order.

We are only liable in case of culpable negligence or intention; liability for petty negligence is only applicable when essential obligations of the contract are breached. Right of recourse for indemnification of third parties is expressly excluded.

We are not liable for mistakes in the translation that are caused by information or files provided by the client that are wrong, incomplete or were delivered late or by faulty or unreadable (in part or in full) source texts.

If the client does not state the intended use of the translation, especially if it is intended for publication or advertisement, he is not entitled to claim indemnification for missing feasibility for the intended use respectively for the need of a new translation and/or publication or advertisement due to an adaptation not fit for the intended purpose, nor for any resulting bad standing or loss of image of the company.

If the client does not state that a translation is to be published and if no proof is sent before printing for review or is printed without our release, all shortcomings or mistakes are the client's responsibility.

If we are asked for compensation due to copyright infringement or third party claims, the client will protect us to the full extent from liability for such claims and/or compensation.

We are not responsible or liable for materials, order components, granted warranties, shipping instructions, processing guidelines and such, unless a written agreement saying otherwise has been entered into. We are not responsible for checking these according to any law or regulation regarding product liability and/or BGB (German civil code or similar) with respect to compliance with standard specifications or norms. In such cases the client is liable without restriction and protects us to the full extent from third party claims at the time such claims are entered.

8. Late Delivery, Impossibility, Cancellation

The client has the right to cancel the agreement in case of late delivery or impossibility of delivery on our side only, or if the delivery date agreed upon is long overdue and the client has given written notice stating an adequate period of grace.

9. Assignment

The assignment of rights from an agreement by the client needs our written consent.

10. Terms of Payment

Unless agreed otherwise we will invoice the fee for our service immediately after the translation is finished to the client. Our invoice is due within 14 days from the invoice date net total via bank money transfer, cheque or cash excluding offset or retention.

If payment has not been received on the due date the client falls in default of payment without the requirement for further notice. In case of payment default we are entitled, not excluding potential extended claims, to invoice interest and provisions according to the standard rates of German banks for short term credits, where interest will be at least 3.5% p.a. on top of the current discount rate of the German Federal Bank. If the client is in default with services regarding the business relationship or if we get notice of conditions that lower the credit worthiness of the client (e.g. execution of a court or administrative judgement, commencement of bankruptcy or settlement proceedings, negative information from credit control organizations in good standing, etc.) we are entitled to hold material from delivery without verification of payment and to mature open or not yet due receivables immediately.

11. Proprietary Right

The delivered translation remains our property until all receivables have been fully paid. No beneficial interest is granted to the client prior to this. In case the translation has been done for a third party we retain the right to inform such a third party of our unpaid receivables and the resulting illegality of the use of the said translation and to request payment of receivables and connected costs from such a third party.

12. Shipping, Transfer

Shipping by electronic transfer is at the client's risk. We are not liable for faulty or harmful transfer of the texts or their loss or the damage or loss through standard shipping procedures.

13. Obligation of Security

All texts are treated as confidential and we are obligated not to disclose any or all facts of which we obtain knowledge while working for our client.

Due to electronic transfer of texts or data, including other potential forms of electronic communication between the client, ourselves and third parties, we cannot guarantee the absolute security of operation or information secrets or other confidential data and information, as the risk of third parties accessing such data or information electronically cannot be excluded.

14. Jurisdiction

The agreement and other business relations between the client and us are exclusively subject to German law and exclude international trade law. Unless contrary to German law, place of jurisdiction for all arguments or disputes for both parties is Wuerzburg, Germany.

15. Final Clause

In accordance with and limited by data protection acts we are entitled to process and store personal data of the client.

The invalidity or impracticability of one or several of the clauses of these Terms and Conditions does not affect the validity of the rest of them. The invalid or impractical clause has to be replaced or amended in agreement with both parties in such a way that the originally intended economical purpose according and within the limits prescribed by law or regulations will be represented as closely as possible.

The legal position between the client and us falls in the jurisdiction of the Federal Republic of Germany.

Changes or amendments to these Terms and Conditions are communicated by written notice to our clients. Changes or amendments will be considered as accepted by the client, unless written notice of disagreement is given within two weeks from our notice of change.

As of: August 1, 1999