

The translation of these Terms & Conditions into English is intended solely as a convenience to non-German-reading prospects and clients. Any discrepancies or differences that may arise in the translation of the official German version of these Terms & Conditions are not binding and have no legal effect for compliance/enforcement purposes.

The German original of these Terms & Conditions was drafted by [Christoph Becker, Attorney at Law](#), and can be found at https://www.simonelinke.com/AGB_Simone_Linke.pdf.

Terms & Conditions (T&C)

1. Purpose and scope

These Terms & Conditions apply to all legal transactions relating to translation, localization, formatting, consulting, and other language-related services between Simone Linke, Ackermannstrasse 19, 01217 Dresden, Germany (hereinafter referred to as “Translator”) and the party requesting the performance of such services (hereinafter referred to as “Client”). Any terms and conditions of the contracting parties that differ from these Terms & Conditions shall not apply. In particular, the Client’s mere reference to their own terms and conditions shall not suffice to constitute acceptance of such terms and conditions by the Translator. Any deviations from these Terms & Conditions shall require the written confirmation by the Translator.

2. Formation of contract and right of termination

A translation or similar language-related service ordered by the Client and confirmed by both contracting parties constitutes a contract to produce a work pursuant to § 631 BGB (German Civil Code), where the Translator is obliged to produce the promised work and the Client is obliged to pay the agreed remuneration. The contractual language is German. The Translator does not store the full text of the contract. The Client may terminate the contract at any time until completion of the work, but only for good cause.

3. Professional standards and delivery dates

The Translator shall create the translation and perform any other language-related services with due care in accordance with prevailing professional standards. Delivery dates shall be set under consideration of the time required to perform the requested services in a professional manner.

4. Client’s duty to collaborate and to inform

The Client shall inform the Translator in a timely manner of the purpose and modality of the requested translation or other language-related service. Such information include, for example, the target audience and country, the desired delivery format and number of copies, the required formatting and fitness for print, etc.

If a translation is intended for publication in print format, the Client shall provide the Translator with a proof copy well enough in advance of printing so that the Translator may check for and rectify any potential errors. The Client shall verify all names and numbers in the text.

When placing the order or immediately thereafter, the Client shall provide the Translator with all information and documents necessary to perform the requested services. This includes, for example, any glossaries or terminology preferences, figures and illustrations, a list of abbreviations, and an index of the Client’s corporate vocabulary. Irrespective of the above mentioned duties, the Client shall thoroughly brief the Translator in case of particularly complex texts.

The Translator shall not be responsible for any errors and delays resulting from the Client’s failure to provide necessary information and instructions in a timely fashion.

The Client shall accept liability for the rights to the texts and graphical material provided to the Translator and guarantee that the translation or other language-related service may be performed. The Client shall indemnify and hold the translator harmless from all copyright claims lodged by third parties and arising from the performance of such translation or other language-related service.

5. Warranty and correction of defects

For consumers, the statutory warranty regulations shall apply. The Translator makes no representation or warranty regarding the translation and other language-related services. For contracts with entrepreneurs, any claims of defect pursuant to § 634 nos. 1, 2, and 4 BGB (German Civil Code) shall become statute-barred, in derogation from § 634a I no. 3 BGB, in one year.

6. Liability

The Translator shall be liable only in cases of gross negligence and willful misconduct. Any damages or losses resulting from computer failure or transmission interference when communicating via e-mail or from computer viruses shall not be considered gross negligence. The Translator shall implement reasonable precautionary measures and use appropriate anti-virus software to mitigate the risk of such damages or losses.

In cases of slight negligence, the Translator shall be liable only for violations of primary duties. In such cases, the Translator's liability to pay damages shall be limited to 5 000.00 EUR unless explicitly agreed otherwise in writing.

7. Confidentiality

The Translator shall keep confidential any information or facts that come to her knowledge in connection with the performance of the services requested by the Client unless required by law to disclose such information or facts.

8. Vicarious agents

The Translator shall be entitled to engage employees or competent third parties as vicarious agents at any time and without prior notice. The provisions under nos. 3 and 7 of these Terms & Conditions apply accordingly.

9. Acceptance and remuneration

Within seven business days upon receipt of the work, the Client shall check the work's adherence to contractual requirements and notify the Translator in writing of any quality defects. If no such notification is submitted by the Client within such time period, the work shall be deemed accepted.

The amount invoiced by the Translator shall be due and payable in full within fourteen days from the day after receipt of the invoice. In addition to the agreed remuneration for the delivered services, the Translator shall be entitled to the reimbursement of any expenses actually incurred.

For order values exceeding 500.00 EUR, the Translator may at her own discretion request an advance payment of 20 % of the expected total amount, which shall be due and payable immediately upon formation of the contract. If the total value of the order is not immediately clear, the Translator shall provide a non-binding estimate within forty-eight hours. No. 4 (3) of these Terms & Conditions applies accordingly.

All prices are given as net amounts plus applicable value-added tax, except where the Client is a consumer, in which case the prices are generally given as gross amounts pursuant to applicable law. The translation and other language-related work shall remain the property of the Translator and all rights shall remain with the Translator until full payment has been made by the Client.

10. Copyright

A translation is an adaptation pursuant to § 3 UrhG (German Copyright Act) and as such protected as an independent work to which the Translator shall hold the copyright. The Translator shall grant to the Client the right of use for the purpose agreed at the time of the formation of the contract. Any other use, modification or distortion of the work without express prior authorization by the Translator constitutes a criminal offense pursuant to §§ 106–108a UrhG and will be prosecuted to the fullest extent of the law.

The Client may credit the Translator by adding a suitable notice to the translation (such as “Übersetzt von Simone Linke”). In case of certain translations slated for publication (such as books or e-books), the Translator shall be clearly credited on the imprint page of the translated work and receive a proof copy for final approval before publication.

11. General provisions

Unless the Client is a consumer, the place of fulfillment for all deliveries and payments shall be Dresden, Germany. German law shall apply exclusively for all legal transactions and any claims arising thereto. If the Client is a consumer, this choice of law shall only apply insofar as it does not deprive the Client of the protection provided by mandatory provisions of the law of the country of habitual residence of the Client (“favorability principle”). If the Client is not a consumer, the court of jurisdiction for all disputes arising from these Terms & Conditions shall be Dresden, Germany.

Last updated: April 2019