

## **GENERAL TERMS AND CONDITIONS**

### **1. Scope**

These General Terms and Conditions (GTC) define the contractual terms for translation or similar services concluded between Lorena Trotta, Freelance translator and interpreter, Celler Str. 33, D-28205, Germany (following named as "Translator") and her customers (following named as "Customer").

### **2. Order**

Regardless of the type of order, the purpose of the order must be absolutely clear. Orders are valid only when confirmed in writing by the Translator. Verbal agreements and modifications of orders are subject to written confirmation by the Translator.

The Translator is not liable for delays or defects in workmanship that occur as a result of the client's having submitted incorrect, incomplete, incomprehensible, or illegible information to us, including in the text to be translated.

The Customer is also required to supply the Translator with all the information available or of use for the translation (e.g.: internal glossaries, parallel texts, illustrations, tables, translation memories, terminologies, etc.).

In the case of interpreting, sufficient information must be available so that the interpreter has the opportunity to work to a suitable quality standard. The Customer is obliged to provide the interpreter with written details in good time before the start of their assignment.

For simultaneous interpreting, two interpreters shall be booked. Any necessary technical preparations shall be made by Customer.

### **3. Extent of services**

The Translator undertakes to translate the source text with due care and to return it within the agreed time frame. The Translator shall be obliged to have the translation or interpreting performed free of faults. Insignificant faults shall be disregarded. The Translator shall furthermore be obliged to make sure that translations are performed without any reductions or additions. The Translator shall reserve the right to insert comments, footnotes, etc. for better understanding of the text in the target language where necessary.

If after the acceptance of the order by the Translator it transpires that the order cannot be completed by the agreed deadline for good reason, (e.g. illness or technical failings in the network), the Translator will inform the customer immediately.

The translator accepts no liability for damage caused by disruption affecting her operation, particularly in the case of force majeure, such as natural disasters, strikes and traffic-related delays, network and server errors, connection and transfer errors or any other such disruption.

The Translator may call upon third parties to fulfil the contract or entrust the entire mandate for fulfilment to a third party inasmuch as the latter has agreed to be bound by confidentiality in conformity with Paragraph 6.

### **4. Prices**

Prices may vary depending on the level of difficulty and specialist field of the source text and the expenditure for DTP works.

Referring to the source text, fees can be calculated per standard line (55 characters, including spaces), word, hour.

In case of rush orders the Translator will charge an express delivery amount (20%, 50% or 100%).

Interpreting shall be charged per hour; one hour shall be booked as a minimum. Travel and accommodation costs as well as other expenses shall be borne by the Customer.

All offers and prices are subject to change. They can be adjusted to reflect actual circumstances and altered scope without express notification. Unless otherwise agreed, prices are listed in euros.

The value-added tax, if applicable, shall be invoiced in addition to the amount of the fees.

If an order is cancelled by the customer within 48 hours of the proposed assignment, a cancellation fee of 50% of the agreed fee plus any other potentially incurred travel or other costs will be payable.

With the exception of pre-payments or other agreed payment terms, fees are to be paid in accordance with the payment terms shown on the invoice. After expiration of this time limit, the Customer shall be considered in arrears and the Translator shall have the right to require an interest of 5% on arrears.

Unless otherwise agreed, the Translator is entitled to demand that an advance cash deposit be rendered in the amount of the actual sum billed or estimated.

## **5. Guarantee for defects**

The Customer has the right to require the elimination, free of charge, of any defects in the translation: by defects only serious errors of content are meant. The Customer must assert any claim within 15 days following delivery of the translation, precisely identifying the defects, and granting the Translator a reasonable time frame in which to correct them.

## **6. Confidentiality**

The Translator undertakes to treat the documents supplied by the Customer as confidential, particularly the source text. The Translator commits to maintain secrecy regarding the information that is provided by the client.

Unless specifically informed to the contrary, the Translator has the right to consider that the Customer accepts the electronic treatment of the translation and its transmission in a non-encrypted form via the Internet.

Therefore, the Customer bears the inherent risks related to data protection, modification and the loss of data.

## **7. Applicable Law and Place of Jurisdiction**

If any provisions of these terms and conditions are or become invalid, this shall not affect the validity of the remaining provisions. In addition, German law excluding the United Nations Convention on Contracts for the International Sale of Goods shall apply exclusively to the contractual relationship between the Translator and the Customer.

Where permissible, Bremen shall be exclusive place of jurisdiction.