**General terms and conditions for customers**

**§ 1 Terms and conditions**

For all current and future orders, these terms and conditions shall apply exclusively. Any deviating conditions or confirmation to the contrary on the part of the customer are hereby rejected. We shall only be bound by them if we expressly accept them in writing. Silence may not be deemed acceptance.

Orders placed verbally or over the phone as well as any other agreements require our written confirmation to become valid.

**§ 2 Services**

Our services comprise translation services and other language-related services. All projects are completed as quickly and as well as possible. Complex translations are only done by translators who are native speakers of the relevant language. For technical terms, the generally accepted translation is used provided there are no other instructions from the customer.

All translations and projects are kept confidential. If documents from the customer are to be kept special security containers, the customer must request this expressly. The same applies to sending translations by registered mail or insured letter, etc.

**§ 3 Payment and payment terms**

Fees for translation jobs are charged to the customer in accordance with the currently valid fee table. Interpreting services are charged based on an hourly rate.

Upon request, a non-binding quote is prepared. Until an invoice is sent, the price stipulated in the quote is only preliminary and approximate.

If an order already confirmed is subsequently cancelled, the costs incurred up to the point of cancellation must be borne by the customer.

Invoices must be paid in full at the latest 30 days after the invoice date. Discounts and bonuses must have been agreed upon in writing at the start of contract.

If the customer is in default in payment, we have the right, without prejudice to further claims, to charge interest at a rate of 2% above the bank rate set by the German Bundesbank or the European Central Bank to compensate for damages due to default.

**§ 4 Deadlines, delivery**

Deadlines are only binding if accepted by us in writing beforehand. However, we always do our utmost to complete projects as quickly as possible and to your full satisfaction.

If an agreed deadline is not met, we will only be in default in delivery once the customer sends us a written warning urging us to deliver the translation and specifies a reasonable grace period under consideration of the scope of the project. This grace period starts on the day the written warning is received. The grace period is extended by the duration of any disruptions to our business due to force majeure or other inevitable events.

If delivery is not effected by the end grace period, the customer has the right not to accept the translation and to withdraw from the contract. In that case, any and all mutual claims shall forfeit.

Delivery is made via e-mail if no other instructions are given by the customer. If requested, delivery may also be made by post. Upon handover to the postal service or to a courier acting on behalf of the customer, the risks of mail dispatch shall pass to the customer.

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**§ 5 Liability and deficiencies**

The customer must check the translation immediately upon receipt and notify us in writing about any errors or deficiencies within one week from receipt. Otherwise, our work is deemed accepted. Any typing errors complained about are corrected free of charge.

In case of complaints, we have the right to rework the translation within an appropriate time limit. If this is not possible or not feasible within an adequate period of time, the customer has the right to request (according to their choice) the cancellation of the contract or a reduction of the purchase price.

We cannot be held liable for errors in translations caused by the customer due to incorrect or incomplete information or errors in the source text. Equally, we assume no liability for the correct rendering of names and addresses that are not written in Latin characters in the original text (e.g. Russian, Greek, Japanese, etc.). Any and all liability for translations over the phone or the provision of language-related information over the phone is excluded. We also expressly point out that no liability will be accepted for the loss of the texts and documents provided to us if such loss is caused by circumstances for which we are not responsible (break-in, theft, fire, water damage). Liability shall also be ruled out if the service cannot be rendered or the texts or documents provided to us are lost due to force majeure or other inevitable events (riots, strikes, fire).

Any other claims for damages, for whatever legal reason (e.g. non-fulfilment, impossibility of fulfilment, positive infringement, unlawful acts) are expressly excluded unless, due to compulsory legislative regulations, we are liable for intent or gross negligence on our part or on the part of our vicarious agents.

Should claims be made against us with regard to infringement of existing intellectual property rights, the customer undertakes to release us in full from such claims.

**§ 6 Professional secrecy**

**Diana Atwani** undertakes to observe secrecy regarding any facts or information obtained in connection with the translation service provided to the customer.

**§7 Applicable law and final provisions**

Should any provision of these general terms and conditions be or become ineffective, the validity of the remaining provisions shall remain unaffected. Instead of the ineffective provisions, another legally permissible regulation or provision shall come into effect which corresponds to the originally intended economic purpose.

The place of performance and jurisdiction for all claims and legal disputes arising out of the contractual relationship shall be Berlin, insofar as the customer is a merchant, a legal entity under public law or a special fund under public law.

The contractual relationships are exclusively subject to German and/or European law.