



Terms and conditions

Sylvia Scheibe
Hafenstraße 20 C
D-23568 Lübeck

Telefon: +49 451 9695035
Fax: +49 451 9692031
Mobil: +49 163 4319062

sylvia@scheibe-translations.com
www.scheibe-translations.com

USt-IdNr./VAT ID No./No. TVA:
DE814253215

1. Area of application

(1) These terms and conditions apply to contracts between the translator and her client unless otherwise expressly agreed or legally prescribed.

(2) The client's standard business terms are only binding for the translator if she has expressly acknowledged them.

2. Scope of the translation order

The translation will be carried out carefully in line with proper professional standards. The client shall receive their copy of the translation as contracted.

3. Client's duty to participate and inform

(1) The client shall inform the translator in a timely manner of the desired embodiment of the translation (intended use, delivery on data storage media, number of copies, print readiness, formatting requirements etc). If the translation is intended for printing, the client shall provide the translator with proofs in good time before going to press so that the translator may rectify any potential errors. Names and figures are to be checked by the client.

(2) The client must supply any information and documents required to produce the translation (company terminology, illustrations, drawings, tables, abbreviations, internal terms and definitions etc.) when placing their order.

(3) Errors and delays arising from missing or delayed information and instructions shall not be at the translator's expense.

(4) The client is liable for the rights of a text and shall ensure that a translation may be produced. The client exempts the translator from any corresponding claims by third parties.

4. Client rights in the event of defects

(1) The translator reserves the right to supplementary performance. In the first instance, the client is entitled only to the remedy of defects that may be contained in the translation.

(2) When asserting their entitlement to the supplementary performance the client must state the specific defect(s).

(3) If the translator fails to remedy the asserted defects within a reasonable time, refuses to remedy the defects or the remedial action can be regarded as having failed, following consultation with the supplier the client may either arrange for another translator to remedy the defects at the expense of the supplier or choose to demand a reduction in the fee or withdraw from the contract. The remedy of defects shall be deemed to have failed should the translation continue to be deficient following multiple attempts at rectification.

5. Liability

(1) The translator is liable in the event of gross negligence and intent. Losses arising from computer failure, problems sending e-mails or viruses shall not be classed as gross negligence. The translator takes precautions against this by using anti-virus software. Liability for slight negligence shall apply solely in the case of a breach of core obligations.



(2) The client's claim against the translator for compensation of loss or damage caused pursuant to Section 5 (1) sentence 4 is limited to 5,000 euro; express agreement to a higher claim for compensation is possible in individual cases.

(3) The exclusion or limit of liability pursuant to Section 5 (1) and (2) does not apply to compensation of a consumer arising from fatal or bodily injury or from injury to health.

(4) Client claims against the translator due to defects in translation (Section 634a of the German Civil Code (BGB)) lapse one year from acceptance of the translation, except in the case of malicious intent.

(5) Liability for compensation arising from consequential loss from defects is restricted to the legal period of limitation contrary to Section 634a of the BGB. Section 202(1) of the German Civil Code (BGB) is unaffected by this.

6. Professional confidentiality

The translator commits herself to secrecy with regard to all facts that become known to her in connection with her work for a client.

7. Third-party participation

(1) The translator is entitled to use or consult colleagues or expert third parties in order to fulfil a contract.

(2) When using or consulting expert third parties, the translator shall ensure that confidentiality is maintained in accordance with Section 6.

8. Payment

(1) The translator's invoices are due and payable without a discount within 14 days of the invoice date.

(2) All prices are net, plus the applicable VAT.

(3) In addition to the agreed fee, the translator is entitled to reimbursement of actual expenses incurred where agreed with the client. In all cases VAT is added where legally required. On large projects the translator may demand an appropriate advance payment. The translator may agree in writing with the client beforehand that delivery will not be made until her fee has been paid in full.

(4) If the fee has not been agreed, an appropriate and standard payment is due that is commensurate with the type and difficulty of the translation. This payment shall be no less than the relevant rates defined in the Court Payment and Reimbursement Act (JVEG).

9. Ownership and copyright

(1) Until payment has been made in full the translation remains the property of the translator. Until then the client has no right of use.

(2) The translator retains any copyright arising from the translation work.

10. Right to withdraw

Where a translation order is placed as a result of the translator offering her services via the Internet, the client waives their possible right to withdraw in the event that the translator has started work on the translation and the client is advised of this.

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11. Applicable law

- (1) The contract and all claims arising therefrom are subject to German law.
- (2) The place of fulfilment is the translator's place of residence or office.
- (3) The jurisdiction is the place of fulfilment.
- (4) The contractual language is German.

12. Severability clause

The validity of these terms and conditions shall not be affected by the invalidity of any individual provisions. The invalid provision shall be replaced by a valid one which corresponds most closely to the commercial objective or original purpose.

13. Changes and additions

Changes and additions to these terms and conditions shall be valid only if agreed in writing. This also applies to modification of this clause.

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TRANSLATOR

Sylvia Scheibe
Hafenstraße 20c
23568 Lübeck, Germany

Place, date:
Signature:

CLIENT

Name:
Company:
Position:
Address:

Place, date:
Signature: