

General Terms of Service (GTOS)

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Since translations are a special kind of service, they are carried out only according to the General Terms of Service set forth hereunder. With the placing of an order, all terms and provisions of the General Terms of Service are deemed accepted by the customer.

§ 1 Scope of Application

These General Terms of Service apply to all translation service contracts between us, Media in Context (subsequently referred to as the 'Contractor') and our client (subsequently referred to as the 'Customer'), unless expressly agreed otherwise or stipulated as mandatory by applicable law. Unless we have expressly agreed otherwise in writing, we shall not be bound by the terms and conditions of the customer.

§ 2 Services

1. The translation is performed according to the principles of proper professional practice, pursuant to DIN 2345 (German Institute for Standardization), and with the utmost possible care. The customer receives a copy of the translation as agreed in the contract.
2. Information and documents (such as e.g. terminology lists, glossaries, reference texts, images, etc.) required to produce the translation must be made available to us in due time. Any errors or mistakes resulting from the fact that such information and documents are not or have not been made available in due time shall not be our responsibility.
3. The possible use of any specific terminology provided by the customer shall be expressly agreed at the time of placing the order.
4. We reserve the right to submit queries to the customer, if there are ambiguities in the source text. However, in such an event we also reserve the right to produce a translation to the best of our knowledge and ability, based on the understood meaning.
5. In the interest of a smooth collaboration, we also accept orders by phone or other informal means.

§ 3 Confidentiality

All texts will be treated strictly confidential and will not be passed to third parties. We undertake to keep confidential all facts, which become known to us pertaining to our activity for the customer. A confidentiality agreement can be signed upon request of the customer.

§ 4 Rates and Price Agreements

1. All rates quoted in price lists, offers, cost estimates, etc. for translation services only, are the final prices. We prepare individual cost estimates for larger localization projects, which include a detailed list of the individual items and the respective conditions for updates, changes, etc.
2. Translation rates are calculated on the basis of the word-count. Proofreading is charged on the basis of the time taken.

3. Cost estimates may be provided upon request. All cost estimates are prepared following an examination of the text and of any special requirements on part of the customer. All cost estimates and invoices are calculated on the basis of the source text (text to be translated: DIN 2345, § 3.2.2). If a text is only delivered in part or if the delivered text is incomplete, it is only possible to calculate an estimated sum total. However, the actual length of the text supplied by the customer or a separate written agreement is decisive for the calculation of the invoice.

4. For large orders we reserve the right to ask for advance payment or payment in installments according to the quantity of the completed text.

5. Express orders, which require overtime, night work, work on holidays or Sundays are carried out as agreed, subject to a surcharge of 25% to 50% of the total net value of the order.

6. The rate for extra services (such as e.g. preparation of terminology, graphic design of images, formulas, tables, preparation of artwork) is to be agreed separately.

§ 5 Classification of the Text, Difficulty of the Texts

The difficulty of a text and the required time for the delivery of the translation can only be scheduled after a thorough assessment. The classification of the difficulty of a text is at the sole discretion of the contractor. *General texts* are texts that are simple in composition and only include a few technical and special terms. *Specialized texts* are technical texts and texts that are difficult in composition or include numerous technical terms, including, but not limited to manuals, contracts, business and research reports, demanding business correspondence and advertising material.

§ 6 Orders and Delivery Dates

1. All orders, which according to the written purchase order do not include any extra services, are always carried out according to the standard service provisions.

2. Where the customer agrees to the contractor's service offer, he is obliged to duly sign and return the purchase order (PO) to the contractor. In the case of electronic delivery of the purchase order (e.g. via e-mail), the customer shall add his confirmation. Orders are only deemed to be accepted, if these have been confirmed in writing (e.g. via fax, e-mail, mail) by the contractor.

3. Delivery dates shall only be deemed binding if confirmed by the contractor. Should the contractor fall behind his schedule, the customer is obliged to set a reasonable grace period for the contractor. After the termination of this grace period, the customer has the right to withdraw from this order, if the translation has not been delivered at that point of time.

§ 7 Cancellation of an Order

Where a customer cancels an order without legal or contractual authority to do so, the work already completed shall be made available to the customer and the customer shall be invoiced accordingly. We hereby reserve the right to assert claims for compensation.

§ 8 Customer Complaints

1. In the case of any complaints we would like to ask to contact us directly, in order to reach a mutually agreeable solution.
2. The customer shall have the right to demand remedy of defects, i.e. of any mistakes or errors contained in the translation. The customer shall specify precisely the nature of any such defects. Any claims for defects must be submitted to the contractor within four weeks after delivery of the translation, otherwise the translation is considered free of defects. Any additional claims are excluded, if the contractor is not given reasonable time to remedy such defects contained in the translation (§ 633 BGB – German Civil Code). If after the rectification of the translation it is demonstrated that the translation does not serve its intended purpose, the client shall be entitled to a price reduction or rescission.
3. Any further claims of the customer or a recourse liability in case of third party claims against us are expressly excluded.

§ 9 Liability

1. Any liability is limited to the value of the respective order. We are not liable or responsible and cannot be invoiced for any corrections made by third parties. Any warranty claims become time-barred within six months from the time of delivery (§ 638 German Civil Code). We are not liable for any defects, i.e. errors or mistakes in translations caused by the customer through incorrect information or incomplete source texts.
2. The contractor shall only be held liable in case of gross negligence and intent; liability for slight negligence is limited to a breach of material contractual duties. Any recourse liability in case of third party claims is expressly excluded.
3. The contractor is not liable for any defects, i.e. errors or mistakes caused by the customer through incorrect or incomplete information or documents or by defective or illegible source texts.
4. The contractor is not liable for any loss or damage during delivery.
5. No liability is assumed if the failure to meet a deadline is caused by a breakdown of the power supply or of telecommunication facilities, traffic disruptions or due to injury or sudden illness of the translator. In the case of force majeure (e.g. strike, insurgencies, and natural disasters) or any other events for which the contractor cannot be held responsible, the contractor shall be entitled to withdraw from the contract or to demand a grace period as is reasonable to the circumstances. If any party withdraws from the contract in writing, all the work that has been completed at that stage shall be compensated.

§ 10 Delivery

The customer shall specify the medium and method used to deliver the translation. Electronic delivery methods (e-mail) may be used at the customer's request. Any costs incurred for express delivery or delivery by courier shall be invoiced. The delivery risk shall pass to the customer once the translation is handed over to the post office, courier or messenger.

§ 11 Reservation of Ownership and Copyright

1. Should a claim be made against the contractor on the basis of a translation that constitutes a violation of an existing copyright, or if claims are asserted by a third party, the customer is obliged to indemnify the contractor from and against all claims.

2. The translation remains the property of the contractor until full payment of all accounts, including all receivables arising in the future. Insofar as copyrights or other property rights are established in the person of the translator during the preparation of the translation, these remain expressly with the translator, unless otherwise agreed in writing.

§ 12 Terms of Payment

1. Payment is due net 14 days from date of invoice. No discounts are given.

2. In individual cases, special terms of payment can be arranged. For large orders, the contractor may ask for payment in installments as previously agreed. These are due after delivery of the work already performed.

§ 13 Miscellaneous Provisions

1. The law of the Federal Republic of Germany shall apply to any and all disputes arising from or in connection with an order, its execution, potential defects, resulting claims or any other aspect of the contractual relationship.

2. If any of the aforementioned terms or provisions is or becomes null and void or invalid, the remaining terms and provisions shall be unimpaired. In such case, the invalid term or provision shall be replaced by such valid term or provision as comes closest to the economic intent underlying the invalid term or provision.

3. To the extent permitted by law, the place of performance and venue for both parties shall be the business location of the contractor.

As of: November 1st, 2014