

General Terms of Business

Bettina von Arps-Aubert GmbH – Interpreting and Translation

1. General.

These General Terms of Business apply to all business dealings conducted between *Bettina von Arps-Aubert GmbH – Interpreting and Translation* – (the “Service Provider”) and her Clients, to the exclusion of any general terms and conditions presented by the Client which may deviate from or extend the General Terms of Business.

2. Placing of Orders and Deadlines.

At the time of placing a job order, the Client shall make known any specific terminology that should be applied and shall provide utilisable documentation (vocabulary lists and sample texts, for example); the Service Provider undertakes to observe any Client requests expressed as stated above.

In the case of translation jobs, the two parties shall mutually agree upon a delivery deadline. Should the text subject to translation prove to be exceptionally extensive and confusing or be of a complexity that the Service Provider could not have foreseen when performing a preliminary check prior to concluding the contract with the Client, the Service Provider shall be entitled to request an appropriate extension of the deadline. In such an instance, the Service Provider shall be obliged to inform the Client immediately.

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The translated text is deemed to have been delivered by the deadline if it has been dispatched in such a timely manner that, under normal circumstances, it can be reasonably assumed that the Client will receive it within the deadline; consequently, the risk of any delays occurring with respect to the means of delivery shall be borne by the Client. In the case of translations being sent by post or courier, the Service Provider shall notify the Client electronically of their dispatch.

Should delivery of the translation not be possible due to an Act of God ('force majeure') or any other unforeseen objective events, the deadline shall be extended by the duration of the interruption.

3. **Confidentiality.**

The Service Provider shall hold all texts and documents made available to her in confidence. Specific Client requests relating to confidentiality shall be subject to separate agreement.

4. **Enlistment of third-party services.**

Unless otherwise agreed, the Service Provider shall be entitled to engage third parties, i.e. carefully screened independent interpreters and translators, to perform the contractual services. In this instance, the Service Provider shall bind such third parties to the obligations outlined under 3.

5. **Malware.**

The Service Provider's entire IT system is scanned for viruses and other malware at regular intervals. It is also backed up by current protective software programs. The Client shall be obliged to scan incoming e-mail files for the presence of malware. The Service Provider accepts no liability for damage which the Client may incur as a result of computer malware.

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6. **Faulty Translation.**

The Client shall inform the Service Provider in writing of any apparent errors in the translation within two (2) weeks of its delivery; hidden errors must be reported in writing within one (1) year of delivery. Failing this, the translation shall be deemed to have been delivered within the bounds of the contract. Following timely notification, the Client shall solely be entitled to request subsequent performance (pursuant to § 635 *BGB* – German Civil Code). Should such subsequent performance fail to provide the desired results, however, the Client shall, pursuant to § 634, No. 3. *BGB*, also be entitled either to lower the purchase price or withdraw from the contract at his/her discretion.

No claims shall be accepted for any translation delays and faults resulting from incorrect or incomplete information having been provided by the Client, from the incorrect or incomplete delivery of the source text, or from any other form of undetectable error(s) or misleading formulation(s) contained in the source text.

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

The contractual relationship between the Client and the Service Provider shall be governed by German law. The sole place of jurisdiction shall, to the extent legally permissible, be Berlin (Germany).

8. **Partial Invalidity.**

In the event that any part or parts of these provisions should be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision, or part thereof, shall be superseded by one which most closely reflects the legal and commercial intent of the invalid provision.