

## General Terms and Conditions – HL Translations

*Our General Terms and Conditions form an integral part of each mandate.*

### 1. General

These general terms and conditions are valid for all business transactions of Henriette Ludwig TRANSLATIONS (hereafter HL TRANSLATIONS), Berne, Switzerland, with its customers insofar as nothing else is convened in writing.

### 2. Translations

**These general terms and conditions are considered as being accepted by the client upon reading our website and confirmation of a mandate.** They shall remain valid during the entire period of the business connection to the client. They also apply to all future business with the client. General terms and conditions of the client are only applicable to HL TRANSLATIONS if we have specifically confirmed acknowledgement. Translations carried out by HL TRANSLATIONS can, in some cases, be executed by other freelance translators at other locations.

HL TRANSLATIONS is excluded from all liability for the content of the translated text if the client shortens or alters the translation in any way after receipt of the translation.

An order/mandate for a translation by a client is considered as having been placed upon receipt of the text(s) to be translated by Internet, or by email, telephone, or post. The client must indicate the target language of the text as well as special terminology. In addition, the client informs the translator of the intended use of the text. This is essential for the translation style, e.g. if the text will be published or if the text is only used for information. Should the source text contain ambiguities, we reserve the right to consult with the client or to carry out the translation to the best of our understanding.

HL TRANSLATIONS reserves the right to refuse mandates which we cannot complete due to deadlines, full capacity or other reasons; we also reserve the right to refuse translations of texts whose content is unacceptable or illegal, and in such cases, we may inform the authorities.

HL TRANSLATIONS is not responsible if the client erroneously places an order for the same text more than once, and can, in such cases, invoice all of the orders. The client must inform HL TRANSLATIONS in advance if the text to be translated will be sent via several different means of communication (e.g. both post and email).

Should the client give HL TRANSLATIONS a mandate on behalf of a third party (e.g. an advertising agency placing an order for a client), the client shall be liable for payment unless the client provides HL TRANSLATIONS with a written power of attorney of the third party which permits the client to place an order in his/her name and on their account.

### 3. Purpose/Quality/Confidentiality/Intellectual Property

The client must indicate the purpose for which the translation will be used (e.g. external publication or internal use for information).

When providing the document to be translated, the client must also inform HL TRANSLATIONS in writing about execution and deadline of the translation.

HL TRANSLATIONS has no obligation to meet the client's subjective style preferences regarding the translated text. Should these not be fulfilled, the client is not entitled to reduce the price. If the text requires later adjustments or style revisions, the client shall owe HL TRANSLATIONS the additional cost for the revision.

The translation is based on the source text delivered by the client to HL TRANSLATIONS. HL TRANSLATIONS assumes no liability for errors of translation due to faulty, incomplete or illegible orders or source texts. In all cases, liability is limited to the mandate value. Information and documents which are necessary to carry out the translation must be placed at our disposal by the client upon confirmation of the order (client's glossaries, drawings, tables, explanations of abbreviations.) The client will be held liable for errors which result from failure to comply with the above-mentioned pre-requisites or the delivery of the necessary information by the client.

Translations intended for publication must always be submitted to HL TRANSLATIONS for proofreading prior to printing (printer's proof), otherwise HL TRANSLATIONS shall not assume any liability for errors in the translation. The proofreading shall not cover typographical or other formatting elements (e.g. page breaks, matching legends to figures and illustrations, etc.). This type of proofreading shall only be done by HL TRANSLATIONS if separately agreed upon with the client and shall be subject to additional remuneration.

### **Confidentiality**

HL TRANSLATIONS shall not transmit the client's texts/documents to third parties except to other translators working with HL TRANSLATIONS or unless mandated to do so by the client, for example to printers, etc.

If the text(s) are confidential, the client must clearly and specifically state this to HL TRANSLATIONS upon giving the translation mandate. A confidentiality agreement can be signed if required.

If the client does not state that the text(s) to be translated is/are confidential and has not requested particular measures for transmission (email encryption, personally addressed correspondence), then HL TRANSLATIONS is entitled to treat the text(s) as normal business correspondence and is not required to take any additional special precautions when transmitting the text(s) by email.

### **Intellectual Property**

HL TRANSLATIONS shall retain the intellectual property rights of the completed translation until full payment has been effected.

### **4. Quotes/Prices/Payment**

Quotes are guideline offers except when specifically deviating provisions are stipulated (e.g. flat rate). All quotes and prices are subject to change. The prices are in CHF (Swiss francs) unless otherwise agreed. In the case of extensive mandates, payment in instalments or a downpayment can be convened, depending on the length of the text. All prices are net prices without VAT.

Unless otherwise agreed (e.g. flat rate), the mandates carried out by HL TRANSLATIONS shall be invoiced according to the actual work and the tariffs listed on the currently valid price list on the website. The customer can be charged additional expenses for couriers as well as extraordinary postal and communication costs.

Payment is due within 20 days as from the date of the invoice.

### **5. Delivery**

Deadlines are indicated to the client to our best knowledge, and are only approximate. A translation is considered to be completed when it has been transmitted to the client. In rare cases, a minor overstepping of the planned deadline may occur for quality reasons.

## **6. Technical Fault or Disturbance, Force Majeure, Delays**

HL TRANSLATIONS does not assume liability for errors of translation due to technical fault or disturbance, particularly due to force majeure, i.e. natural disasters and traffic disturbances, network and server malfunction, transmission interruption and other hindrances for which we are not responsible. For exceptions of this kind, HL TRANSLATIONS reserves the right to withdraw from a mandate in part or completely. The same shall apply if HL TRANSLATIONS must limit or close business operations, particularly online and email, entirely or for a certain period of time due to force majeure. HL TRANSLATIONS does not assume liability for errors or faults due to viruses. It is up to the client to verify and examine translated files and texts transmitted by post, email, or any other long-distance transmission. The client must always send HL TRANSLATIONS a confirmation that the translation has been received, also in cases where the deadline has passed, because an email message can inadvertently get lost or be deleted by a spam filter.

## **7. Liability/Corrections**

Translations will be carried out immediately and with the utmost care, insofar as no special or specific terms and conditions have been set regarding the quality or type of the translation. If the client does not submit objections or complaints in writing (letter/email) immediately or within 14 days of receipt of the finished translation, the translation is considered as accepted, and in this case the client renounces all rights to claims he/she might have due to possible faults in the translation.

We do not assume liability for errors of translation due to faulty, incomplete or illegible orders or source texts. In all cases, liability is limited to the value of the mandated work. Information and documents which are necessary to carry out the translation must be placed at our disposal by the client upon confirmation of the order (client's glossaries, drawings, tables, explanations of abbreviations.) The client will be held liable for errors which result from failure to comply with the above-mentioned pre-requisites or the delivery of the necessary information by the client.

If the client does not indicate the purpose for which the text shall be used, particularly if the text will be published or used for advertising purposes, he/she cannot claim damages which should ensue from the fact that the text results in being unsuitable for the intended purpose due to an inappropriate adaptation, or because the publication or advertisement must be repeated or results in a damage of reputation or image for the company.

Should the client not inform us of the fact that the translation will be published and if he/she does not provide us with a printer's proof prior to publication and prints the text without our approval, then the client shall assume full liability for the fault/errors. Claims lodged against us for a breach of copyright or for third party claims are explicitly precluded by the client.

### **Corrections**

Should the client raise an objective and relevant objection in writing within the 14-day period, he/she must describe the fault as specifically as possible and provide HL TRANSLATIONS with the opportunity to correct the text. This also applies to rush jobs with very short deadlines. Should the first correction be unsuccessful, then HL TRANSLATIONS has the right to a second and third correction. If the third correction is unsuccessful, then the client has the right to a reduction of the cost of the translation, a revision of mandate/contract or to cancel the contract. Any further claims or damages are excluded. In all cases, HL TRANSLATIONS will only answer for foreseeable, typical damage; liability is limited to the value of the translation (translation price).

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Claims and liability are completely excluded for tight deadlines (more than 10 standard pages /250 lines/2500 words per workday). However, a revision will be made after we have the possibility to make a justified statement as well as have received an exact list of errors which we can examine. In such a case, the client must allow an appropriate period of time for revision and correction according to the Swiss Code of Obligations (ZGB).

### **8. Legal Disputes/Court of Jurisdiction/Applicable Law**

The exclusive court of jurisdiction for all legal disputes is Berne, Switzerland. Swiss law, particularly the Swiss Code of Obligations, Art. 363ff (Contract for services), shall apply.

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