

## General Terms and Conditions (GTC)

of **DeFrEnT Sprache und Text Christopher Köbel**  
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### In short

***Please note: This English translation is for purely informational purposes. In case of deviations, the original German version of this document prevails in any and all cases.***

*These General Terms and Conditions (GTC) form the basis of DeFrEnT's services. Written individual agreements shall apply where necessary instead of the provisions herein. Orders shall be deemed issued as soon as you receive an order confirmation from DeFrEnT.*

*You are obliged to provide to DeFrEnT all materials necessary for the proper execution of the ordered translations, otherwise you are responsible for any resulting defects or delays. In compliance with German law, we reserve the right to attempt to remedy defects before you are entitled to cancel your order or charge third parties with a correction. Just in case, DeFrEnT is insured against personal and immaterial damages.*

*All terms for delivery are – if not explicitly agreed otherwise – non-binding estimations that we are generally able to undercut. Accepted works and services are due immediately; from the billing date, you have 30 days to pay your invoice before you are overdue and DeFrEnT can your data to a collection agency.*

*We shall treat all information about your order confidential and store data exclusively in Germany, where privacy regulation is especially tight. We may inform you of company news by e-mail, mail or phone.*

### § 1 Scope

- I. The present General Terms and Conditions (GTC) apply to all contracts between DeFrEnT Sprache und Text Christopher Köbel (DeFrEnT) and the buyer (customer).
- II. These GTC apply to both consumers and business clients, unless an individual clause makes a distinction.
- III. The GTC are being accepted by the buyer upon order placement. They remain valid for all future orders.

### § 2 Deviating agreements

- I. Agreements, amendments or ancillary agreements deviating from these GTC need to be agreed in writing.
- II. Only the DeFrEnT's GTC will be applicable. Other terms and conditions, especially those the customer's terms and conditions, will not be part of the contract, even if DeFrEnT does not object expressly.

### § 3 Order placement

- I. Customers can place their orders with DeFrEnT by e-mail, fax, phone or personally.
- II. The contract is only concluded if and when DeFrEnT accepts the order by an individual order confirmation by E-mail, fax or in paper form.

### § 4 Customer obligations of cooperation and information

- I. In order to make a translation, the customer has to provide additional information besides the translatable text, especially the language direction (source language and target language) as well as the intended purpose of the text and, as far as possible, its target audience.
- II. The customer shall provide DeFrEnT, without request and as early as possible, with all accompanying information (secondary texts, previous versions of the text, glossary of abbreviations, etc.) and all documentation that is required to provide the language services in a timely and accurate fashion. Should the information provided not be sufficient to provide a language service fit for use, DeFrEnT is entitled to request further relevant information from the customer. Furthermore, if a relevant meaning cannot be derived from

the context or a reasonable amount of research, the customer has to provide the intended meaning upon request.

- III. Errors or delays resulting from non-cooperation are the customer's sole responsibility.
- IV. The customer confirms to DeFrEnT that he is entitled to transfer and use the texts and materials and grants DeFrEnT the right to edit and translate these texts.
- V. With respect to the ordered language service, the customer will indemnify DeFrEnT from all claims by third parties on the basis of copyright, trademark or other property laws.

## **§ 5 Order execution and delivery**

- I. To the best of our knowledge, DeFrEnT provides all language services with due diligence, in full, according to the linguistic rules [grammar, spelling, ...] of the target language and in line with the text's meaning and intended purpose.
- II. Unless otherwise agreed with the customer, DeFrEnT delivers texts in the same format in which they were provided. Not electronically editable formats (PDF, image files ...) will usually be delivered in the form of MS Office 2010 documents (.docx). Likewise, translations of paper documents will be delivered on paper.
- III. All delivery delays and dates given by DeFrEnT are approximates that DeFrEnT has estimated to the best of its knowledge. The customer will be informed as soon as possible of any foreseeable delays.
- IV. Any fixed date of delivery has to be agreed in writing between the customer and DeFrEnT.

## **§ 6 Warranty, Cancellation**

- I. The customer must check the works delivered by DeFrEnT as soon as possible.
- II. In business dealings, notices of defect will only be accepted if the customer notifies DeFrEnT in writing [1] immediately after delivery in case of obvious defects or [2] immediately after discovery in case of hidden defects. Any defect must be precisely identified. If the customer does not notify DeFrEnT of any defects [in due time and manner, see above], the language service is deemed accepted.
- III. Consumers have to announce defects in the provided language services by precisely identifying and communicating any defect in writing within 30 days from delivery in case of obvious defects.
- IV. In case of a duly transmitted and legitimate notice of defect according to par. II and III, DeFrEnT is entitled to attempt to rectify the defect. If the rectification of defects by DeFrEnT fails, the customer can set a reasonable deadline for the elimination of the defect and link this deadline to the declaration that he opposes further rectification attempts after expiry. After a fruitless expiry of the deadline, the customer is entitled, at his discretion, to remedy the defects itself and claim reimbursement of expenses from DeFrEnT, or to decrease the agreed compensation or to withdraw from the contract.
- V. If the customer cancels or terminates an order, he will indemnify DeFrEnT from all expenses and work already incurred to this point. For services not yet provided, DeFrEnT is entitled to a cancellation fee amounting to 5 % of the order value.

## **§ 7 Payment**

- I. After completion of the respective service, DeFrEnT will invoice the customer by e-mail, in PDF format, or by mail. DeFrEnT will provide a paper invoice for orders with collection.
- II. Invoices are to be paid immediately upon receipt. The client will be in default 30 days after the due date and receipt of the invoice. With respect to consumers, this is only applicable if the customer has been notified of the legal consequences on the invoice.
- III. In case of default, business customers will pay a reminder charge of EUR 40.00 and default interest in the amount of 9 percentage points above the current base interest rate; consumers will pay only default interest in the amount of 5 percentage points above the respective basic interest rate (art. 288 BGB).

## **§ 8 Liability**

- I. DeFrEnT's liability for contractual breach of duty is limited to intent and gross negligence.

- II. In case of injury to life, body and health of the customer, claims based on the violation of cardinal obligations and damages for delay, DeFrEnT is liable for any degree of liability. In those cases, par. I is not applicable.
- III. Liability in the event of violations of cardinal obligations is limited to EUR 5,000,000 for material and personal damages and to EUR 250,000 for property damages. Those amounts are covered – within Europe – by the professional indemnity insurance by *Markel International, Office for Germany, Sophienstr. 26, 80333 Munich, Germany* ([www.markelinternational.de](http://www.markelinternational.de)).
- IV. With respect to business customers, liability for gross negligence of main contractual obligations is limited to typical and foreseeable damages.
- V. DeFrEnT is not responsible for damages resulting from a violation of the customer's cooperation obligations or from erroneous, incomplete, terminologically wrong or illegible source texts.

## **§ 9 Force Majeure**

- I. DeFrEnT is not liable for impossibility of delivery or delivery delays caused by force majeure or other events (power failures, internet outages, computer viruses, etc.) not foreseeable at the time of conclusion of the contract, as long as DeFrEnT is not responsible for these events. DeFrEnT shall inform the customer immediately in such cases.
- II. If such events make DeFrEnT's delivery or performance much more difficult or impossible and if the hindrance is not temporary, DeFrEnT is entitled to withdraw from the contract.
- III. Temporary impediments will prolong the delivery or service deadlines or postpone the delivery or performance dates for the period of the impediment plus a reasonable period of grace.
- IV. If the customer cannot be reasonably expected to accept the delayed delivery, he may immediately withdraw from the contract by written notice.

## **§ 10 Retention of title, use and copyright**

- I. Up to the complete payment, all works remain the sole property of DeFrEnT. In case of non-payment, DeFrEnT is entitled to claim the immediate discontinuation of use and the restitution of its works.
- II. With complete payment, the customer acquires a spatially, temporally and representationally unrestricted right to use, exploitation and modification of works that might fall under copyright law.
- III. DeFrEnT reserves all author's rights (cf. Art. 3 UrhG and Art. 23 UrhG, as well as the Berne Convention), which by German law are inalienable.

## **§ 11 Data protection, professional secrecy**

- I. The customer agrees that his personally identifiable and business-related data may be stored by DeFrEnT for the purposes of fulfilling the order, in accordance with German legal provisions. All information will be stored in Germany.
- II. With order placement, the customer agrees that DeFrEnT may use this data to contact the customer at maximum once every quarter via e-mail, post or phone to inform him about enterprise and industry news, tips on how to improve translation quality and/or special offers.
- III. Additionally, DeFrEnT is entitled to transfer personally identifiable data to the collection agency *Tesch Inkasso Finance GmbH, Tackweg 33, 47918 Tönisvorst, Germany* ([www.tesch-gruppe.com](http://www.tesch-gruppe.com)) in case of default of payment.
- IV. All texts transferred by the customer will be treated confidentially. DeFrEnT agrees to keep all content and internal customer information confidential, insofar as we learn of them in the context of the contractual relation.
- V. Additionally, your translator Christopher Köbel is bound by the Federal Association of Interpreters and Translators's (BDÜ) Professional Code of Honour.

- VI. The obligation to treat information confidential is void if DeFrEnT gains the customer's permission to publish it to third parties, if DeFrEnT is required by judicial or other governmental order to release the information, if the information is already publicly known or if DeFrEnT learns of it outside of the contractual relation.

### **§ 12 Applicable Law, Place of performance**

- I. The contractual relationship and all rights and obligations deriving therefrom shall be governed by the law of the Federal Republic of Germany.
- II. Place of performance and place of payment is at the seat of DeFrEnT.

### **§ 13 Effectiveness**

- I. The customer shall be notified of any changes to these GTC upon his first order after the change.
- II. The validity of these GTC as a whole shall not be affected by the invalidity or nullity of individual provisions. Any inefficient or unenforceable provision shall be replaced by an effective and enforceable provision whose legal effects most closely renders the economic objectives that the contracting parties had intended with the invalid or unenforceable provision.

"I have read the above general terms and conditions and agree with their inclusion into the contract."

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Place, Date

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Signature / Company / Company Seal