

General Terms and Conditions for the Translation and Interpreting Services of BRANCO® Fachübersetzungen und Sprachkommunikation

I. Applicability

The following general terms and conditions shall apply exclusively for all services that are rendered by BRANCO® in so far as no other special terms and conditions are agreed in writing. They shall also apply in the event of the client presenting general terms and conditions that are contrary or different to our general terms and conditions.

II. Contract Conclusion

1. The placement of the order shall occur in writing.
2. The order shall be deemed accepted and legally binding when the acceptance of the text to be translated is confirmed by BRANCO® in writing to the client.

III. Obligation of the Client to Cooperate and Provide Information

1. The order must state the subject area, target language, special requests and intended purpose of the text to be translated, as well as a point of contact at the client and any other information that is required for the proper rendering of the translation.
2. The client shall ensure the timely notification of BRANCO® in the event of any special requests with regard to the execution and form of the translation.
3. If the client requires the use of specific or company terminology in the translation, then the client shall ensure that this is stated explicitly at the placement of the order.
4. In the event of difficulties to understand the source text related to form or substance, the client shall undertake to provide BRANCO® with any information that is required for the proper rendering of the translation.
5. In the event of any remote transmission of the translation, the client shall immediately verify the accuracy and completeness of the transmitted translation, and notify BRANCO® of any defects as soon as possible. BRANCO® cannot be made liable for any defects arising from the client's non-compliance with aforementioned obligations. Any failure to comply with the aforementioned obligations of the client shall entitle BRANCO® to change the agreed delivery date.

IV. Delivery Dates

1. All delivery dates are subject to written confirmation by BRANCO®.
2. In the event of any difficulties in understanding the source text, BRANCO® shall consult with the point of contact issued by the client to postpone the delivery date by the period of time required to resolve the difficulties. The date of delivery shall be deemed complied with as soon as the completed order is sent to the client. This shall occur taking into consideration the time usually required to ensure punctual delivery to the client using the type of delivery in question.

V. Warranty

1. The client shall notify BRANCO® of any claimed defects immediately after the receipt of the translation. This shall occur in writing and state the precise nature of the defect.
2. BRANCO® reserves the right to rectify any defects. If attempts to remedy the defect fail, then the statutory provisions on warranty shall apply.

VI. Liability

1. BRANCO® can only be made liable for demonstrable damages incurred due to defective performance in cases of intent or gross negligence.
2. BRANCO® cannot be made liable for defective translations in cases where the source text was incorrect, incomplete and/or partly illegible. Any consequences arising from illegibility and/or the use of abbreviations that are not generally accepted, shall be borne exclusively by the client.

3. BRANCO® can only guarantee the readiness for printing of translations if the client expressly states this requirement in writing; and the client presents the galleys for proofreading, also with regard to content, allowing a reasonable period of time for performance. If this is not the case, any claims for warranty or damages shall be excluded.
4. If the translation is reproduced for commercial, advertising or other purposes, then the client shall assume unlimited liability.
5. BRANCO® cannot be made liable for data transmission failures that occur beyond the company's scope of responsibility. BRANCO® also cannot be made liable for viruses and damages caused by these, in so far as the company's own software and files are regularly scanned by anti-virus software. Furthermore, BRANCO® cannot be made liable for the unauthorized access of third parties to the client's data that could not be prevented despite the implementation of the necessary technical precautions.

VII. Cancellation

1. The cancellation of an order shall occur in writing.
2. If the client cancels a translation order, then any work or services which may already have been done or rendered at the time of cancellation shall be remunerated and any costs that have been incurred shall be reimbursed.
3. If the client cancels an interpreting order the following shall apply: If cancellation occurs four to seven days before the date that the service is to be rendered, then 60% of the agreed fee shall be due. If cancellation occurs three or less days before the date that the service is to be rendered, then 100% of the agreed fee shall be due.

VIII. Payment

1. The fee shall be determined upon conclusion of the contract. Any additional services that are required after the delivery of the translation shall be invoiced at an agreed hourly rate.
2. In addition to the agreed fee, BRANCO® shall also be entitled to the reimbursement of any expenses as agreed with the client.
3. Payment shall be due no later than two weeks after the receipt of the invoice. If the client is in default or deferral of payment, BRANCO® shall be entitled to invoice interest on arrears at the statutory rate.

IX. Reservation of Title

BRANCO® shall remain the owner of the translation or service provided until full payment has been effected. The client relinquishes all rights of use until such time. BRANCO® remains the owner of the copyright of the translations.

X. Confidentiality

BRANCO® undertakes to maintain the confidentiality of all information on the client and content of supplied documents that it becomes aware of within the scope of its business with the client, and to not make such information available to third parties in any form.

XI. Invalid Clauses

If any provision or provisions of the contract with the client, including these general terms and conditions, shall be held to be partly or entirely invalid, the validity of the remaining provisions shall not in any way be affected or impaired thereby.

XII. Place of Performance, Legal Venue and Applicable Law

1. The place of performance and legal venue for any and all disputes arising from contracts with BRANCO® is Bonn.
2. All contracts with BRANCO® shall be governed by German Law. The German version of these General Terms and Conditions is the original version and shall be used in any dispute. The English translation is for convenience only.