

General Terms and Conditions of Business
(T&Cs)

First-Trans-Late | Martin Lemmer (hereafter also referred to as “First-Trans-Late” or “FTL”) provides professional language services, primarily translations (including localizations) as well as related services exclusively on the basis of these General Terms and Conditions of Business (“T&Cs”).

1. General

- 1.1 These General Terms and Conditions of Business (T&Cs) in the version valid at the time shall apply exclusively to all business between First-Trans-Late and the Clients of FTL. Any deviating terms and conditions, etc. of a Client shall only be binding for FTL if First-Trans-Late has explicitly acknowledged them in writing.
- 1.2 Clients can be both legal and natural persons.
- 1.3 These T&Cs shall be deemed to be accepted by Clients when placing an order and apply for the whole duration of the corresponding business relationship.

2. Commissioning

- 2.1 Clients place orders by electronic means or other forms. An order shall only be deemed as accepted once it has been confirmed by FTL in writing (by electronic means or other forms). Any side agreements as well as changes and amendments of orders apply only subject to a written confirmation by First-Trans-Late.
- 2.2 Upon placement of an order, the Client recognizes and accepts the obligation to cooperate with and provide information to First-Trans-Late, as described under 4.

3. Fulfillment and Performance of Services

- 3.1 First-Trans-Late will carry out all translations with due care pursuant to the principles and standards of the profession. In this regard, if no explanatory documents or specific instructions have been received from the Client, specialist terms will be translated into the general lexically-correct and widely understood version.
- 3.2 FTL shall be entitled to subcontract third parties for the fulfillment of all orders to the extent deemed as useful and necessary. However, any contact between the Client and a third party subcontracted by First-Trans-Late shall require the agreement from FTL.
- 3.3 Translations will be produced that are factually correct, true to the original and exhibit faultless style and grammar. In this regard, if no explanatory documents or specific instructions have been received from the Client, specialist terms will be translated into the general lexically-correct and widely understood version.

4. Duties of the Client

- 4.1 The Client shall inform FTL sufficiently ahead of time, however at the latest upon placing the order, of any specific execution requirements regarding the translation (translation on storage media, number of copies, publication standard, layout, etc.). Additionally, in the interests of constructive cooperation, the Client undertakes to be available for questions and queries and/or to name a competent person in charge of answering questions.
- 4.2 In the case of translations the intended use must always be stated. If a translation is intended for publication, the Client shall submit a typeset proof of the translation to First-Trans-Late sufficiently ahead of time for the purposes of proofing/release before printing.
- 4.3 Information and documents required for the proper performance of an order are to be made available to FTL by the Client in good time and without further request, at the latest upon placing the order. In addition to terminology of the Client, this also includes illustrations, drawings, tables, abbreviations, internal terms, glossaries and other records. First-Trans-Late is not responsible for errors or delays resulting from the Client's failure or delay in providing information material and instructions.

5. Delivery, Delay and Passage of Risks

- 5.1 Delivery shall be carried out on the respectively agreed and binding date. Unless the Client has given specific instructions otherwise, electronic delivery shall take place either by e-mail or via FTP (of FTL). The delivery or electronic transmission takes place at the risk of the Client. First-Trans-Late is not liable for any faulty or damaging transmission of texts or for their loss and is not liable for any damage or loss which occurs also during non-electronic transport. Safe receipt is to be briefly confirmed by the Client in all cases, also in the case of delivery by post. However, First-Trans-Late guarantees the confidentiality and integrity of the data with electronic data transmission.
- 5.2 First-Trans-Late shall not be in default if the services cannot be rendered as a result of circumstances beyond its control. Furthermore, FTL shall not be liable for damages that are the result of operational disruptions occurring in the business of First-Trans-Late, including but not limited to cases of force majeure (e.g. acts of God) and, in particular, transmission disruptions, network and server errors, transmission failures and/or any other circumstances for which FTL is not responsible. In these exceptional cases, FTL is entitled to withdraw from the contract, either partially or entirely.
- 5.3 First-Trans-Late is not liable for damages caused by viruses. The software programs used by FTL are regularly checked for viruses. As regards the delivery of files, the Client is responsible for the final virus scanning of the data and/or text files sent. Any claims for damages in this connection cannot be accepted.

6. Acceptance

The Client undertakes to approve the delivery within ten (10) working days if no substantial shortcomings are found, e.g. which would diminish the suitability of translation. Approval cannot be refused on the grounds of minor shortcomings.

7. Complaints and Remedy

7.1 Should the performed service exhibit a substantial shortcoming that diminishes the value or the suitability for the customary or intended use as specified in the description of the service despite all due care having been taken, this shortcoming is to be immediately reported in writing.

7.2 Unless the Client complains in writing within ten (10) working days after delivery, the performed service shall be deemed to have been approved by the Client. Further claims, including those for damages, are hereby excluded.

7.3 The Client's claims against First-Trans-Late for errors are subject to a limitation period of one (1) year.

7.4 In general, FTL reserves the right to correct any errors or in the case of a service shortcoming to remedy the shortcoming at its own discretion and at no cost to the Client.

7.5 The Client shall be exclusively liable for all defects in the source text. Any translation errors due to illegible, incorrect or incomplete text material or source texts or incorrect or wrong terminology provided by the Client shall not fall within the responsibility of FTL. Complaints about style are not deemed to be complaints about defects or shortcomings. This shall also apply to synonyms and in principal in all cases where reference material has not been provided by the Client in good time which clearly and unequivocally indicates the terminology to be used for the used terms.

8. Liability

8.1 First-Trans-Late shall only be liable for damage caused intentionally or by gross negligence. Cases that are not to be deemed as gross negligence are all damages that are not the result of operational disruptions which occurred in the business of FTL, including but not limited to computer failures and transmission disruptions when sending e-mails (e.g. network and/or server errors) as well as damages caused by viruses or similar due to electronic data transmission, insofar as this was not recognizable for FTL even when using due care. Although FTL takes software precautions against such occurrences also in its own interests, claims for damages in this connection cannot be accepted.

8.2 Liability is excluded in cases of slight negligence if there is no breach of material contractual obligations.

8.3 The liability is always limited to the order value concerned. Any liability to recourse in the case of damage claims by third parties is expressly excluded. The exclusion or limitation of liability shall not apply to damages arising from injury to life, body or health. First-Trans-Late shall not be liable for translation errors due to incorrect and incomplete material or in the event that data/documents were not provided in good time. The same applies in cases of incorrect or (even partly) illegible source texts. Should the Client fail to indicate the purpose of a translation, especially in cases in which the target text is intended for publication or for advertising purposes, then he shall not be able to lodge claims against FTL for damages incurred on account of the target text proving to be inadequate for the purpose. If the Client does not state that the translation is intended for printing, fails to provide First-Trans-Late with proofs prior to print or prints without a release from FTL, then any damages incurred shall be borne entirely by the Client.

8.4 In case of infringement of copyright or assertion of third party claims against First-Trans-Late on the basis of a translation, the Client fully releases FTL from any liability.

Furthermore, FTL is, in particular, not obliged to check that the contents provided comply with legal standards in terms of the German Product Liability Act (*Produkthaftungsgesetz*) and/or the German Civil Code (*Bürgerliches Gesetzbuch*). In such cases the Client shall be liable without limitation and shall release FTL from all third party claims to the full extent as soon as any such claims are raised.

8.5 In any case, the Client shall be responsible for the rights to a given text and for ensuring that its translation is permitted.

9. Confidentiality and Professional Secrecy

9.1 First-Trans-Late shall keep strictly confidential all information received in connection with the service to be carried out for the Client.

9.2 All information provided by the Client in connection with an order and all provided documents shall be treated as strictly confidential, regardless whether this has been provided for the purposes of drawing up a quotation, for translation (source text) or as reference material.

9.3 Moreover, the privacy policy of FTL is applicable, whereas the details of every Client may generally, as agreed upon, be added and included in FTL's list of references.

9.4 Where data is transmitted using electronic communication and in other cases of communication via electronic channels between the Client, FTL and any vicarious agents, it is not possible to guarantee absolute security in respect of company and classified information and other confidential data, as the possibility cannot be excluded that unauthorized third parties may obtain access to the texts during transmission. However, the parties undertake to prevent such unauthorized access and to implement preventative measures accordingly.

10. Billing and Remuneration

- 10.1 Unless specified otherwise, all prices are in euros (EUR) plus sales tax (VAT) if applicable.
- 10.2 First-Trans-Late is entitled to invoice a surcharge for urgent express work (associated with overtime, work during the night, public holidays or weekend work).
- 10.3 If the Client expresses wishes regarding terminology or of any other nature after the order has been placed and after agreement of a delivery date or if additional and/or modified text passages or similar are sent, the delivery date is to be renegotiated as required and/or set by mutual agreement. If the delivery period is shortened after the order has been placed, FTL is entitled to charge a reasonable surcharge.
- 10.4 If, after placing the order for a translation, the Client amends, alters or modifies the original text which has already been completely or partially translated according to the contract, resulting in the necessity for revision and/or amendment, alteration or modification of the text which has already been translated, the time of delivery shall be extended by a reasonable period of time and/or FTL is entitled to charge a reasonable surcharge. First-Trans-Late shall be entitled to charge for translated text passages which can no longer be used after subsequent amendments, alterations or modifications in the original text.
- 10.5 Remuneration is due within fourteen (14) days as from the receipt of invoice without deductions.
- 10.6 If payment is not received by the due date, the Client shall be in default without any need for specific notification. If the Client is in arrears with his obligations within the scope of the business relationship or if FTL becomes aware of circumstances that could diminish the creditworthiness of the Client (e.g. execution of a court or administrative court judgement, petitions for bankruptcy or for the initiation of composition proceedings, negative information from recognized credit rating organizations, etc.), First-Trans-Late is entitled to make any further work subject to payment in advance as well as to render all deferred claims as immediately payable and cease all work currently in progress.

11. Right of Use, Copyright and Reservation

- 11.1 Written works will remain the property of First-Trans-Late until full payment has been received. The Client therefore has no right of use or exploitation until full payment has been received.
- 11.2 First-Trans-Late reserves the copyright to written works (§3 of the German Copyright Act, *UrhG*).

12. Right of Rescission, Cancellation and Partial Remuneration

- 12.1 The Client may only cancel a contract before the completion of written works (order) if a justifiable reason is cited. Cancellations must always be made in writing. If a placed order is canceled by the Client, the costs incurred thus far must be reimbursed. The involved workload in terms of time shall be solely determined by any records kept by First-Trans-Late for the purposes of fee entitlement.
- 12.2 If the Client cancels a contract for interpreting services, apart from remuneration for the administrative and preparatory work carried out up to that point in time, the Client shall also be obliged to pay appropriate compensation for loss of earnings for the ordered but not used service, specifically in the following amount: Cancellations up to fourteen (14) days before commencement of the assignment free of charge; up to seven (7) days before commencement of the assignment 25% of the order value; up to three (3) working days before the commencement of the assignment 50% of the order value; less than three (3) working days before the commencement of the assignment 100% of the order value.

13. Applicable Law and Jurisdiction

- 13.1 The German version of these T&Cs shall exclusively apply to all orders and any claims arising from such.
- 13.2 The order and contractual relationship and any further business dealings are exclusively subject to German Law, under the exclusion of international sales law. For all business and legal relationships between First-Trans-Late and the Client the law of the Federal Republic of Germany shall apply.
- 13.3 Place of performance and jurisdiction in the event of disputes shall be the place of business of First-Trans-Late.

14. Severability

If any provision of these T&Cs (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The invalid, illegal, or unenforceable provision shall be replaced or supplemented in each individual case by way of mutual agreement with a valid provision which comes as close as possible to the intended economic purpose as is legally possible. This also applies to any omissions in these T&Cs.

15. Written Form Provision

- 15.1 Any supplements, undertakings, other agreements and the like as well as amendments and supplements are required in writing to be effective. This also applies to the revocation of the written form requirement.
- 15.2 Clients will be notified by e-mail about amendments and/or supplements to these T&Cs. The T&Cs shall be deemed to be recognized and accepted by a Client if the latter has not, within fourteen (14) days after such communication, expressed any objection.