Susanne Henke Translations
GETTING YOUR MESSAGE ACROSS

General Terms and Conditions

§ 1 Applicability

(1) These General Terms and Conditions (GTC) apply to all orders placed by the client with the service provider (the translator), unless otherwise expressly agreed or mandatorily prescribed by law. They apply throughout the entire business relationship. Deviations from these GTC must be agreed upon in writing between the parties.

(2) The client's general terms and conditions are only binding on the service provider if explicitly accepted by her.

(3) With the publication of updated GTC, previous versions automatically lose their validity.

§ 2 Scope of Services – Execution – Delivery

(1) The scope of services is agreed upon in writing between the client and the translator. Translations are performed carefully in accordance with professional standards. Technical terms are translated based on specialized dictionaries and reference texts. If the client provides company-specific terminology, it will be taken into account accordingly.

(2) The delivery date is determined at the time of order placement and confirmed in writing by the service provider via an order confirmation. A prerequisite for meeting this deadline is that all translation-relevant documents and reference materials are available at the start of the project. If this is not the case, any resulting delays shall not be the responsibility of the service provider.

(3) The service provider shall not be held liable for delivery delays caused by events beyond her control.

§ 3 Client's Obligations to Cooperate and Provide Information

(1) The client must inform the service provider in a timely manner about any special formatting requirements for the translation (target audience, text format, number of copies, print readiness, external appearance of the translation, etc.). If the translation is intended for printing, the client must notify the translator in writing and provide a proof copy in good time so that any errors can still be corrected. If the client fails to do so, any defects shall be borne by the client. After printing, the client must promptly send the translator a sample copy of the printed work.

(2) Information and documents necessary for the creation of the translation must be provided to the service provider without delay and prior to the start of the assignment (company-specific terminology, client's glossaries, illustrations, drawings, tables, meanings of abbreviations, etc.). Delays caused by untimely provision of the above-mentioned reference materials shall not be the responsibility of the service provider.

(3) Errors resulting from failure to comply with these obligations also shall not be the responsibility of the service provider.

(4) The client assumes liability for the rights to the text and ensures in advance that the translation may be created. The client indemnifies the translator against any claims by third parties related to the text.

§ 4 Acceptance – Notification of Defects – Remediation

(1) The translation shall be deemed accepted and the agreed fee becomes due if the client does not notify the service provider of any defects in writing within 10 working days after delivery.

(2) The service provider reserves the right to remedy any defects. Initially, the client has a claim only for the correction of possible defects in the translation.

(3) The claim for remediation must be asserted by the client with a detailed description of the defect.

(4) If the service provider does not remedy the reported defects within a reasonable period, refuses to do so, or if remediation is unsuccessful, the client may, after consulting with the service provider, have the defects rectified by another translator at the service provider's expense, or alternatively request a reduction of the fee or withdraw from the contract.

(5) Remediation is considered unsuccessful if defects remain even after multiple attempts to correct them.

§ 5 Liability

(1) The service provider is liable for gross negligence and intent. Liability for slight negligence applies only in the case of a breach of material contractual obligations.

(2) Damages caused by computer failures, transmission errors during email communication, or viruses are not considered gross negligence. The translator takes precautions against such risks by using regularly updated anti-virus software.

(3) Claims for compensation by third parties are expressly excluded.

(4) Liability shall not exceed the amount of the agreed remuneration or the specific amount of the invoiced translation service.

(5) Exclusions or limitations of liability under § 5 (1) and (2) do not apply to damages suffered by consumers as a result of injury to life, body, or health.

(6) The translator is not liable for subsequent changes made to the translation by the client or third parties.

(7) The client's claims against the translator for defects in the translation (§634a BGB) expire one year after acceptance of the translation, unless fraud is involved.

(8) Liability for consequential damages arising from defects is excluded. In particular, for advertising texts, the service is limited to translation unless otherwise explicitly agreed.

§ 6 Confidentiality

(1) The service provider undertakes to maintain confidentiality regarding all facts that become known in connection with her work for the client.

(2) Texts whose content is punishable by law or violates public morals are not covered by this rule and may be declined by the translator, even after accepting the assignment.

§ 7 Involvement of Third Parties

(1) The service provider is entitled to involve employees or qualified third parties in the execution of the assignment.

(2) When involving employees or qualified third parties, the translator ensures that they are bound by confidentiality in accordance with § 6.

§ 8 Compensation

(1) The amount of remuneration is agreed upon at the time of contract conclusion. Interpreting services, editing, or proofreading are generally billed on an hourly basis. Translations are usually billed per line or word based on the source text (in editable electronic form) or target text. The price depends on text difficulty, urgency, and formatting effort. One standard line comprises 50 characters including spaces.

(2) The service provider's invoices are due and payable net within 14 days of the invoice date, unless otherwise expressly agreed. Prices and conditions are based on the cost estimate or framework agreement. The minimum order value outside framework agreements is €70 net. For orders exceeding €2,500, a deposit of 20% of the estimated total amount becomes immediately due and payable upon contract conclusion. If the total value of the order cannot be determined upfront, the translator will provide a non-binding estimate within 48 hours.

(3) All prices and calculations are stated in euros net plus statutory VAT, unless another currency has been explicitly agreed. For private consumers, the gross price is additionally indicated.

(4) In addition to the agreed fee, the service provider has a claim for reimbursement of actual expenses incurred and coordinated with the client. VAT will be added where legally required. The translator may request a reasonable advance payment for extensive translations.

(5) If no fee has been agreed, a customary and appropriate remuneration based on the type and difficulty of the task is owed. For legal translations, this remuneration shall not fall below the rates currently applicable under the German Judiciary Remuneration and Indemnification Act (JVEG).

§ 9 Reservation of Ownership and Copyright

(1) The service provider retains ownership of the translation until full payment has been received. Until then, the client has no right of use.

(2) The translator holds the copyright to the translation (§ 3 UrhG).

(3) For translations intended for publication, the name of the translator must be mentioned along with her function as translator in an appropriate place (e.g., imprint). A proof copy must be made available to her in good time for approval before final publication.

(4) Even when the translation is published online, the client must mention the translator's name in an appropriate place on the website where the translation is published, including a clearly visible link with the text "Translation by Susanne Henke | Translations" (or "Übersetzung von Susanne Henke | Translations") linking to the translator's website (https://susanne-henke.de).

§ 10 Termination of Contract

(1) If the client cancels an order without being legally or contractually entitled to do so, he is obligated to pay for the work completed up to the time the notice of cancellation was received, based on the agreed remuneration.

(2) Any cancellation must be made in writing.

§ 11 Deviating Agreements

Amendments or supplements to the contract, as well as other agreements, require written form. This also applies to any modification of this written form requirement.

§ 12 Governing Law, Salvatory Clause

(1) Place of jurisdiction and performance is – if permissible – Dillingen a.d. Donau (Germany). German law shall apply exclusively. The provisions of the UN Sales Convention are expressly excluded.

(2) The validity of these terms and conditions shall not be affected by the invalidity or unenforceability of individual provisions. The parties are obliged to cooperate in replacing the invalid or unenforceable provision with a valid and enforceable one that comes as close as possible to the economic effect of the invalid or unenforceable provision.

Buttenwiesen, January 2018