

General Terms and Conditions of Business of Insight Translations

§ 1. Scope of validity

(1) These Terms and Conditions are applicable to contracts concluded between Insight Translations (contractor) and its customers (principals). The General Terms and Conditions of Business may be inspected and printed at the contractor's Internet website (www.insight-translations.de). The latest updated version of these Terms and Conditions published on the above website shall be applicable to any subsequent orders, even where no further explicit reference is made thereto upon placement of an order.

(2) Amendments, ancillary understandings and additions to the contract must be set out in writing.

(3) General Terms and Conditions of the principal shall only be binding upon the contractor if the latter has expressly accepted them in writing.

§ 2. Execution

The contractor is entitled to call upon third parties in order to perform its obligations. For this purpose it undertakes to engage solely professional, experienced translators who have the necessary skills and expertise and are bound to maintain professional secrecy.

The translation shall be executed with due care in accordance with the principles of proper professional conduct.

§ 3. Duty of cooperation on the part of the principal

Prior to placement of an order the principal shall make available information and documents that are required to prepare the translation (glossaries, illustrations, drawings, tables, abbreviations etc.). The contractor is not obliged to commence the translation before receiving this documentation, unless the principal has previously expressly consented to execution of the order and waives any assertion of warranty rights attributable to the failure to provide the aforementioned documentation.

§ 4. Delivery / service performance

Translation services consist of the written translation of texts from one language into another or into several other languages. Additional services, such as the editing of texts, special formatting or DTP tasks, are not included. If such additional services are required, they must be agreed separately.

Delivery periods and deadlines shall only be considered binding where expressly agreed. The contractor shall not be in default provided a failure to render delivery / performance is due to circumstances for which it is not responsible (for example, line and transmission problems, Acts of God, strikes, traffic disruptions, including such problems affecting subcontractors). In this event the delivery / performance shall be rendered as soon as possible once the reason preventing delivery / performance ceases to apply. The contractor reserves the right in such cases to withdraw from the contract. The possibility of either party asserting contractual rights or claims to compensation shall be excluded in such instances.

§ 5. Rectification of defects

(1) Following receipt of the translation the principal shall be obliged to verify that its contents are correct and complete. The principal shall notify defects in writing, providing precise specification of the defect. All defects must be notified no later than two weeks after delivery of the translation in the case of obvious defects, while hidden defects must be notified within two weeks of their discovery. If the principal is unable to check the translation on account of a lack of foreign language skills, it shall entrust the checking of the translation to an appropriate person. Claims to rectification of defects shall expire by limitation after one year.

(2) If defects are notified the contractor undertakes to make subsequent improvements. The contractor shall be allowed a reasonable period to make such improvements. If the subsequent improvement proves unsuccessful, the principal shall be entitled to a price reduction or – if the performance is of no use whatsoever – to withdraw from the contract.

§ 6. Liability

(1) The contractor shall be liable for its own errors and for those of its subcontractors solely in the event of gross negligence or intent.

(2) The contractor shall be responsible for keeping materials handed over by the principal with the same care that it normally takes in its own matters. The contractor shall regularly scan its electronic data-processing systems for viruses and similar problems, although it shall not be held liable for loss or damage caused by third-party impacts despite these preventive measures.

(3) Where indemnification or compensation for diminution in value is payable, the contractor shall only be liable up to a maximum of double the invoice value of the delivery or performance and not for indirect or consequential losses or damage, such as loss of profits or a failure to realize savings.

§ 7. Duty to maintain secrecy

The contractor undertakes to treat as confidential all information that comes to its attention in connection with its work for the principal. All subcontractors acting on the contractor's behalf are bound by the same undertaking to maintain secrecy.

§ 8. Reservation of title, rights of use and copyright

(1) The translation shall remain the property of the contractor until the fee has been paid in full.

(2) The principal shall acquire the right to use the translation once the fee is paid in full.

(3) The contractor holds the copyright to the translation.

§ 9. Contract termination and order cancellation

The principal may only cancel a contract to prepare a translation in the period up to the agreed completion date for compelling reasons. Notice of cancellation must be given in writing. In the event of cancellation the contractor shall be entitled to the remuneration for the performances rendered until that date as well as – provided the compelling reason is not the responsibility of the contractor – compensation for lost profit in the amount that would have been payable had the order been completed in full.

§ 10. Applicable law, validity and place of jurisdiction

(1) The order and all claims arising therefrom shall be governed by German law. In the event of discrepancies between the English / French wording of the General Terms and Conditions and the German version, the latter shall therefore be determinative.

(2) If one of the above provisions is wholly or partially invalid due to legal provisions, regulations or changes in legislation, it shall be replaced by a provision which most closely approximates the intended commercial purpose of the clause/provision in question. All other provisions shall remain unaffected and shall continue to apply to the full extent.

(3) Where permitted by law, Cologne is agreed to be the place of jurisdiction for any disputes that may arise out of this contract.