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Guillemin Translations

GENERAL TERMS AND CONDITIONS

NON-AUTHORISED TRANSLATION OF THE GOVERNING, GERMAN VERSION

1. Scope of Application

These General Terms and Conditions apply to all existing and future contracts between the translating office of Georg Guillemin (hereinafter "Guillemin Translations") and its Clients, even if this agreement is not expressly renewed for each transaction. A Client's general terms and conditions shall be binding only if Guillemin Translations has expressly acknowledged their validity.

2. Service

Guillemin Translations is a translating office that performs its services primarily in the form of translations of texts and related services (e. g. editing, proofreading, interpreting, copywriting, and language coaching of Clients). The services of Guillemin Translations are summarily referred to hereinafter as "Translations". The Translations are usually performed in-house by Guillemin Translations, but may, depending on the workload, also be outsourced to external translators, while the proofreading is always performed by Guillemin Translations.

3. Definitions

The term "source text" shall designate the text submitted in the source language that is to be translated into the target language, whereas "target text" shall designate the text translated into the target language. The term "translation" shall designate the delivered document, be it in hardcopy or electronic form.

4. Submission

The Client shall submit the source text, wherever possible, in a MS Word format (file extensions ".doc", ".rtf", or ".txt") in order to permit processing in TRADOS. Also accepted without surcharge are texts formatted in MS Excel (file extension ".xls"), MS Powerpoint (file extension ".ppt"), web contents (file extension ".html" only), and TRADOS (particularly tagged files with the file extension ".ttx"). Text-based PDF documents, and websites available only as Internet presence, are subject to a surcharge depending on the effort required to convert them into a source document in MS Word. Source text formats that do not permit editing (e. g. hardcopy source documents, scanned-in documents in PDF format, CAD files, files in proprietary formats of translating software other than TRADOS, source code) are always subject to a surcharge, where accepted at all.

5. Costing/Quotes/Surcharges

Translations are generally calculated by multiplying the word count of the source text with the current standard word price. The costing is done on the basis of a TRADOS text analysis that identifies and ignores repetitions. Also, wherever a database (TRADOS TM) for a returning Client is available, there will be no charge on existing one-hundred percent matches in the TM, unless the phrasing is supposed to be revised (e. g. because of new wording guidelines).

Quotes refer to the submitted source texts. Deviations from the word count on which the quote is based may arise out of linguistic specificities in the target language. There is always the option to negotiate a flat rate independent of a given word count (e. g. for complexly structured websites). Whenever it becomes clearly unavoidable that a given job will exceed its quote by more than 10%, Guillemin Translations shall immediately notify the Client of the fact. In such an event, the Client may request that the translation in progress be aborted. Translation costs already accrued by this time shall be billed to the Client's account.

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Surcharges are only applied as agreed, or after checking back with the Client, if with the understanding that the phrase „rush job” or similar in the purchase order shall entitle Guillemin Translations automatically to apply a rush surcharge. An effort-based surcharge may be applied depending on the difficulty of the job, the formatting of the source text (see above), and the requested delivery date. In addition to the aforementioned formatting surcharges, a surcharge of currently 25% shall be applied, at the discretion of Guillemin Translations, to rush jobs and over-the-weekend jobs (orders placed after Friday, 03:00 pm with delivery expected by 10:00 am the following Monday). Since the word price is calculated on the basis of phrased text, and since the researching of specialist terminology requires particular diligence, a surcharge is normally applied to the translation of pure word lists devoid of context.

Owing to the complex costing process that differentiates by Client and job, Guillemin Translations publishes no binding price list. Rather, the order value is negotiated on a case-to-case basis. Increases in word price and hourly rate will not be pre-announced, but shall be communicated on occasion of the first RFI submitted after the increase in price.

6. Order Placement/Applicability of these Terms and Conditions

Orders, especially first-time orders, shall be filled once a binding confirmation of the respective quote has been received. The order is usually placed electronically (via e-mail or fax), or else in writing; regular Clients may also order orally or by phone. By placing an order, a Client automatically acknowledges these General Terms and Conditions, even if the Client fails to expressly confirm the fact.

7. Cancellations

If a Client cancels an order that was placed and that is already being processed, the costs accrued by the time of the cancellation shall be reimbursed and the work completed by that time be invoiced. At a minimum, 25% of the order value shall become due immediately.

8. Third-Party Performance/No-Enticement

Guillemin Translations may from time to time use third parties (e. g. freelance staff, external editors) and shall therefore have the right to forward the respective job and any data required to complete the job to qualified third parties. In doing so, Guillemin Translations shall be liable only for fault in selecting an agent. The duty of care in selecting an agent shall in any case be deemed fulfilled if the commissioned third party is a certified translator.

Contact between the Client and any third party commissioned by Guillemin Translations shall only be permitted with the consent of Guillemin Translations. Principally, the business relationship exists only between Client and Guillemin Translations. Even if such a third party or auxiliary has been identified vis-à-vis the Client, the Client may not enter into direct business contact with said third party or auxiliary. This provision shall remain in effect for one year following delivery of the respective order. In the event of non-compliance the Client shall be liable vis-à-vis Guillemin Translations for any damage caused until the exhaustion of all legal remedies.

9. Delivery Date

Guillemin Translation strives to fill any order by the agreed deadline. Guillemin Translations shall not be responsible for any late delivery caused by technical difficulties or force majeure. In such an event, Guillemin Translations shall try to find an alternative way of delivery or cancel the order if need be. Minor delays in delivery do not entitle the Client to refuse acceptance or to claim damages, though Guillemin Translations will normally grant, at its own discretion, a discount on the order value in the event of delayed delivery.

Guillemin Translations shall not be liable for delays in delivery that are caused en route (even and especially delays caused by Internet server trouble).

10. Delivery

The delivery of target texts normally takes the form of files in MS Word format, despatched as E-mail attachment, with the text generally being in the target language or bilingual (non-cleaned TRADOS segments) if so agreed. To this end, several files may be packed together in compressed folders (file extension “.zip”). In the case of very large files (in particular Powerpoint presentations), delivery may also take the form of a physical medium (e. g CD-ROM), despatched either by postal mail or, if the destination is located inside Berlin, by messenger.

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11. Mode of Payment

The remuneration claim of Guillemin Translations becomes due with the delivery of the translation. The Client is held to check the translation immediately upon receipt. Following the Client's acceptance of the translation, payment of due invoices shall be made by the due date stated on the invoice. A translation is also deemed accepted if the Client pays the amount of invoice without reservation.

12. Retention of Title

Guillemin Translations retains title to a given translation until payment has been received in full. The Client shall have no right of use and enjoyment before that time.

13. Translation Copyrights

The copyright for a given translation shall remain with the translator. This is relevant in particular in the context of publications eligible for royalty payments by VG Wort, the German exploitation company for non-fiction. The translator's possible entitlement to distributions by VG Wort shall not be ceded.

14. Authentications/Legal Authenticity

Guillemin Translations performs no translations of legal records (e. g. certificates, birth certificates). Translations of texts of legal character (e. g. contracts, statements of account) are not legally binding, and only the source text shall have authenticity. Guillemin Translation assumes no liability for the legally accurate translation of terminology, names, stated values, regulations, and facts, even if this exemption from liability has not been expressly acknowledged by the Client.

15. Client's Sphere of Responsibility and Duty to Cooperate

The Client shall be solely responsible for the technical accuracy and correct phrasing of the source text. The Client shall make any information and document that is necessary for performing the translation available to Guillemin Translations unprompted and in good time. This includes, e. g., glossaries, drawings, or images that are supposed to be used as reference when filling the order.

Whenever the Client fails to give specific instructions regarding the use of technical terms and acronyms, these shall be translated in generally accepted lexical form. Unless otherwise agreed, German texts shall follow the rules of the New German Orthography. The translation or localisation of figures shall use generally accepted standards (e. g. Microsoft style guide), unless specified otherwise by the Client. Calculations, currency conversions, etc. are not be checked for accuracy by Guillemin Translations. Guillemin Translations shall not be held accountable for any error made in this regard.

The Client shall notify Guillemin Translations well ahead of time if a given translation needs to be executed in a special form (requested file format, delivery on physical medium, etc.) or needs to serve a special purpose (publication, advertising, etc.). Whenever a given translation is intended for publication, the Client shall submit a proof to Guillemin Translations. Guillemin Translations shall not be held accountable for errors resulting from a failure to observe these obligations.

16. Remediation of Defects

Guillemin Translations reserves the right to remedy defects. The Client shall report in writing any defect within a period of ten workdays following the hand-off of the translation. If the Client fails to enforce his or her claims inside this period, the translation shall be deemed free of defects and accepted. Any enforcement of warranty claims at a later time shall be ruled out.

The Client shall enforce his or her claim for remediation of defects by specifically identifying the defect.

The Client's claims on the basis of manifest defects shall be limited to subsequent performance. In case subsequent performance fails to remedy the effect, the Client shall have the right to reduce the agreed remuneration, if subject to arrangement with Guillemin Translations.

17. Liability/Indemnification

Liability, warranty, and damage claims shall be limited to the order value. Guillemin Translations shall be liable for grave negligence and premeditation in an amount not exceeding the order value. Expressly ruled out is any warranty regarding the accuracy of translations of word lists devoid of context.

Liability for ordinary negligence shall be limited to the breach of essential contractual obligations. No warranty is offered in regard to the suitability of a given translation for print and/or publication unless such a quality has been

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expressly ordered in writing (by the Client) and unless the proof has been released (by Guillemin Translations) before going to press.

Any revision of a finished translation by the Client shall release Guillemin Translations and the respective translator from any warranty whatsoever. Guillemin Translations shall not be liable for any damage arising from the fact that the Client published a given translation without editing it notwithstanding manifest defects.

Principally, both Parties shall strive to settle their differences, if any, in a conciliatory way.

18. Non-Disclosure/Privacy

Guillemin Translations treats each and every translation job confidentially, even where no non-disclosure agreement has been signed. Freelance staff commissioned by Guillemin Translations to perform translations agree to treat any kind of document and information that has been disclosed to them confidentially, to not pass these on to any third party, and to use them exclusively for the purposes of the translation job. In case a given freelance staff violates this obligation, he or she shall be responsible for the consequences, such as those arising from copyright violations.

Upon request, Guillemin Translations is prepared to sign individual non-disclosure agreements (a specimen NDA being available in the download section of this website).

In regard to the electronic transfer of texts and data between the Client, Guillemin Translations, and freelance staff, where applicable, no warranty is offered as to the absolute protection of trade secrets, secret information, and other confidential data, as it cannot be ruled out that unauthorised third parties access the transferred data using electronic means. Guillemin Translations uses a continuously updated Internet security program, but cannot guarantee the absence of viruses on at any transferred file. Guillemin Translations shall not be held accountable for any damage caused by computer viruses.

If a translation is despatched using Deutsche Post or another authorised shipping company (e. g. messenger service), the risk of accidental loss, of accidental deterioration, or delayed delivery transfers to the Client, beginning with the hand-over of the translation to Deutsche Post or to the shipping company, respectively, and ending with the handover to the Client. Guillemin Translations assumes no liability over and above the damages paid by Deutsche Post or the commissioned shipping company, respectively.

Guillemin Translations retains, not least in the Client's best interest, a copy of each translation for a certain period of time, unless the Client expressly objects to such storage at the time the order is placed.

19. Governing Law

The contractual relationship and other business relations between Guillemin Translations and the Client are subject to the laws of the Federal Republic of Germany, with the applicability of the international transaction law explicitly ruled out.

20. Place of Performance/Place of Jurisdiction

Place of performance and place of jurisdiction for all disputes is Berlin.

21. Concluding Provisions

The ineffectiveness of one or several provisions of these General Terms and Conditions does not affect the effectiveness of the remaining provisions. The place of the ineffective provision shall be taken by a provision whose commercial purpose comes closest to that of the ineffective provision.

If Guillemin Translations refrains from enforcing its rights and claims pursuant to these General Terms and Conditions in a given case, this is not to suggest that Guillemin Translations waives these rights and claims either in regard to subsequent claims in said case or in general.

22. Changes to these General Terms and Conditions

Clients with ongoing projects will be notified in writing by Guillemin Translations of any changes to these General Terms and Conditions. Unless a given Client objects to the changes within two weeks after notification, said changes shall be deemed accepted. The updated General Terms and Conditions will take the place of any previous version of these General Terms and Conditions.