

Terms and Conditions

1. Scope

These terms and conditions apply to agreements between Get Across Translation Services, Arthur Jacobson (hereinafter referred to as Get Across) and its clients, insofar as no other agreement has been made or no other legal provisions apply.

The terms and conditions of the client are only binding for Get Across if Get Across has accepted them expressly and in writing.

2. Quotes

Quotes by Get Across are only binding, if they are provided in writing, i.e. by e-mail, fax or post. Verbal quotes are not binding. Quotes in writing are valid for 30 calendar days upon receipt by the client.

3. Scope of Translation Contracts; Liability Disclaimers

Translations are executed with care and by adhering to the principles of professional business conduct. Get Across would like to point out that a translation may deviate in meaning from the original text. The client is to provide specific terminology when awarding contract.

The client will receive the translation by post or by e-mail at his choice as agreed by contract.

Get Across is not liable for any subsequent damage to the client.

Get Across is also not liable for any losses incurred due to a delay in delivery.

Get Across is not liable for delays in delivery caused by third parties.

Get Across is not liable for any possible delays in transferring the translation insofar as it is not responsible for the cause of delay.

4. Award of Contract; Delivery Dates

Contracts are only considered valid if Get Across has acknowledged them in writing by e-mail, fax or post.

Delivery dates are only binding once Get Across has confirmed them in writing. Should Get Across be delayed, the client must provide Get Across with an appropriate extension. Upon failure to deliver within the extended period, the client may terminate the agreement and assert his legal rights.

5. Obligation of the Client for Cooperation and Delivery of Information

The client is to inform Get Across in time of particular specifications concerning the translation (outer form, number of copies, etc.).

If the translation is intended for printing, the client agrees to provide Get Across with a galley proof. Information and documents required for the translation are to be provided by the client in time and without further request.

Get Across may not be made liable for errors resulting from non-compliance with these obligations.

6. Corrections

Get Across reserves the right to correct errors. The client is entitled to request remedy of possible errors contained in the translation. The client must provide exact details of the error when making a request for correction. Should the correction or replacement be insufficient, the German legal warranty rights regain their validity insofar as no other agreement has been made.

Obvious errors are to be indicated immediately upon receipt of the translation.

Other errors are to be indicated latest within 14 days following receipt of the translation. Later complaints will not be considered.

7. Liability for the Translation

Get Across is liable in cases of gross negligence and malicious intent. Liability in cases of negligence will only apply when obligations essential to the contract have been violated.

8. Professional Secrecy / Confidentiality

Get Across agrees to retain confidentiality concerning all facts that become known to it due to its work for the client.

9. Payment

Payment is to be made within 14 days following receipt of the translation and the invoice. The invoices are to be paid in euros including VAT where applicable. Any bank charges or charges for exchanging currencies will be born by the client.

Get Across may request an appropriate payment up-front for extensive translations. Get Across may make prior payment in full a requirement of delivery.

If a price has not been agreed, then payment will be owed as is suitable for the type and difficulty of the translation.

If the translation contract is terminated before completion, regardless of reason, Get Across is to be paid proportionally for the work completed up to that point.

Rush contracts which require overtime or overnight work or work on Sundays and public holidays will be subject to an agreed upon appropriate surcharge.

10. Reservation of Title and Copyright

The translation will remain the property of Get Across until full payment has been received. The client has no right of use until full payment has been received. Get Across reserves its copyright.

11. Applicable Law

German law applies to all contracts and any claims resulting therefrom. If any provision of this Agreement (or any portion thereof) shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remainder of this agreement shall not in any way be affected or impaired thereby. In the event that an individual provision becomes invalid, it will be replaced by a provision of a similar economic nature.

12. Transfer of Data by E-Mail

Get Across would like to point out that full security against viewing by third parties when transmitting data via the Internet or e-mail cannot be guaranteed. In the event that the client chooses these media, he expressly agrees with a delivery of the translation by e-mail.

13. Place of Performance and Court of Jurisdiction

The business location of Get Across is the place of performance and court of jurisdiction for both parties insofar as is legally permissible.

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