

Martin Wunderlich

Freelance Translation Services
& Website Localisation
English ↔ *German*



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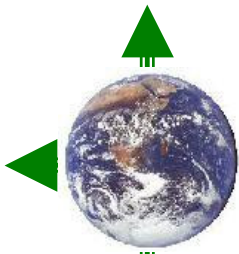
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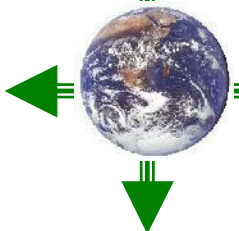
Terms and Conditions

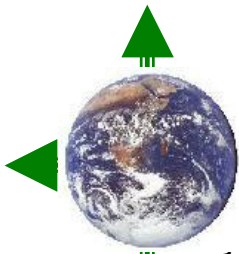
In submitting a text for translation, any individual or corporate body (hereinafter referred to as "Client") enters into a binding agreement with Martin Wunderlich (hereinafter referred to as the "Translator"), said agreement being covered by the following terms and conditions:

- 1 When commissioning a translation the Client shall provide the following necessary information to ensure a high quality translation and total satisfaction of the client's needs:
 - 1.1 Source documents to be translated.
 - 1.2 Intended use and purpose of the translation. The translator shall be informed of any changes regarding use and purpose.
 - 1.3 Word count and file format of the source document(s).
 - 1.4 Deadline for the translation.
 - 1.5 Structure and names of desired target files.
 - 1.6 If possible, dictionaries, glossaries or other sources of information owned by the Client and required by the Translator for ensuring consistent use of terminology for other purposes regarding the work order.
 - 1.7 Contact person for enquiries.
 - 1.8 Details of submission and delivery of documents.
- 2 Further information may be required in the process of translation and it shall be provided by the Client upon request of the Translator.
- 3 A free and non-binding estimate is given as soon as possible upon receipt of these details, if requested by the Client. Otherwise a binding quotation is given by the Translator based on the provided information and subject to the correctness of the provided information. The quotation given by the Translator shall only be binding if the source documents have been submitted by the Client for review prior to giving the quotation.

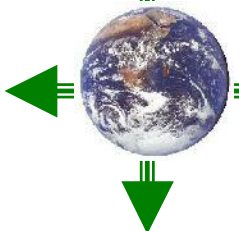


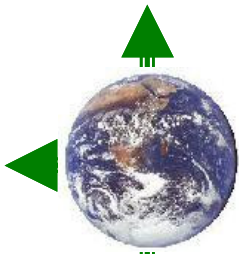
- 4 Any submitted documents for translation will be regarded as being in their final version. Any amendments and/or changes to work already started or completed may be subject to additional fees and are not included in the given quotation and/or estimate.
- 5 The Translator is committed to translating texts with the greatest care, without reducing or adding, omitting or modifying anything in the original text. However, in translations, minimum inaccuracies of language or insignificant imperfections remain inevitable.
- 6 Services: The services provided by the translator include the complete rendering of the submitted documents from the source language to target language, including all translatable text. Layouting and formatting may be subject to additional fees. Proofreading is provided by the translator, as well, upon request.
- 7 Payment: Payment is due 30 days from date of the invoice. Delayed payment will be subject to interest rates commonly applied in this case in the Translator's place of residence. The money shall be transferred to a bank account given by the Translator. Any banking fees applicable in this case shall be taken care of by the Client. Other ways of payment are acceptable, if agreed upon in writing in advance.
- 8 Any agreement between the Client and the Translator regarding the work order, including but not limited to deadline, terms of payment, special requests by the Client, agreed upon by e-mail shall be considered binding.
- 9 The Translator reserves the right to sub-contract all or part of the documents to a contractor of his choice to meet Client's requirements, unless expressly stipulated otherwise by the Client, and Client shall pay any reasonable additional charges incurred by the Translator as a result.
- 10 Confidentiality: All documents and information submitted to the Translator by the Client shall be treated as confidential and shall not be disclosed to third parties. For the purpose of terminology research, parts of the submitted documents may be quoted by the Translator, unless otherwise stated by the Client. Sub-contractors employed by the Translator shall be bound by this paragraph, as well.





- 11 Force Majeure: In the event of a Force Majeure, the Translator shall notify Client without delay, indicating the circumstances. Force Majeure shall entitle both the Translator and Client to withdraw from the Commission, but in any event, Client undertakes to pay the Translator for work already completed. The Translator will assist Client to the best of his ability to place his Commission elsewhere.
- 12 Force Majeure shall be Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War, computer failure, and any other situation which can be shown to have materially affected the Translator's ability to deal with the Commission as agreed.
- 13 Complaints and Disputes: Any complaint in connection with work carried out shall be made by the Client to the within two weeks of date of delivery of the translation. The Translator shall be given the opportunity to make good any defects deemed justified in work provided by the Translator. After this period of two weeks, the translated documents will entirely be considered accepted.
- 14 Copyright in all work provided by the Translator remains with the Translator unless specifically agreed otherwise in writing. The Translator asserts all moral rights relating to copyright.
- 15 Delivery: The submission of the translated documents by the Translator shall be subject to the stated requirements of the Client. If possible, all documents shall be submitted by e-mail or FTP. The Translator will do everything to meet the Client's demands regarding method of delivery, but may deviate from the stated requirements, if necessary (e.g. for meeting the deadline).
- 16 Rates: The rate is based on the word count of the documents in source language. The rate is quoted per 1000 words. In the case of proofreading the service fees are charged as an hourly rate that has to be agreed upon in writing prior to commission. A detailed price list is available upon request. This price list in its current version shall be considered part of these Terms&Conditions and is accepted entirely by the Client when commissioning a translation to the Translator.





- 17 The Translator is obliged to execute the order to the best of his knowledge and ability. He shall take into consideration any indications given by the Client (for instance use of certain terminology in a text that is to be translated), insofar as he considers this sensible.
- 18 The Translator's liability for damages in case of failure suffered by the Client is, even if this failure also implies a tort, restricted to the damage that is provable and a direct result of that failure, with the principal sum of the order as maximum.
- 19 The Client indemnifies the Translator against claims of third parties.
- 20 Ambiguity of texts that are to be translated exonerates the Translator of any liability. Nor is he liable for damage that the buyer of oral or written translation work suffers as a result of errors, defaults, wrong use of idioms or other mistakes, unless he can be seriously blamed.
- 21 The Translator is not liable for losses of profit and turnover ensuing from his possible defaults suffered by the Client.
- 22 The Translator shall treat materials entrusted to him (written documents, etc.) with the greatest possible care. However, he shall never be liable for damage arising from loss, destruction or damage, except in case of intent or gross negligence. In cases when he has to work with costly or irreplaceable uniques, the Client must therefore see to an insurance.
- 23 Unless specifically agreed otherwise in writing, any disputes shall be settled according to the law and in the courts of the Translator's place of residence.

