

§ 1 General information

These General Terms and Conditions apply to all existing and future legal transactions of PRODOC Translations GmbH - Headquarters in Germany, 38642 Goslar, Am Sachsenhai 4 (hereinafter referred to as PRODOC) with its customers and clients. Through the placing of an order, the client recognizes the General Terms and Conditions and their validity for the entire duration of the order processing. Any provisions of the client's General Terms and Conditions shall be excluded insofar as they do not comply with PRODOC's General Terms and Conditions. In exceptional cases, however, PRODOC may accept these in writing.

§ 2 Conclusion of contract

Based on the data provided by the client, PRODOC shall prepare a non-binding quotation for the production of translations or the services listed in the respective quotation.

Prices and delivery dates stated in the quotation shall only apply to the data transmitted for the purpose of the quotation. If the order is to be carried out on the basis of other data, PRODOC reserves the right to adjust prices and delivery dates.

The conclusion of a service contract requires a written order from the client - which may be in writing, by telephone, orally, by fax or e-mail - as well as a written order confirmation by PRODOC.

The contracting party for PRODOC shall be the natural or legal person who placed the order with PRODOC, unless this natural or legal person has expressly declared that it is acting on behalf of and for the account of a third party, whose name and address it informs PRODOC of when placing the order.

Should the contents of the data supplied by the client contain texts with punishable contents or texts which offend common decency, PRODOC may reject the order.

Changes to the scope of the order, delivery date and other order-relevant agreements with PRODOC shall only be legally binding in writing.

§ 3 Order execution

PRODOC shall provide translations or the services set out in the quotation under the agreed conditions and shall deliver them to the client as described in the quotation. Unless expressly agreed otherwise with the client, the translations shall comply with the requirements of the ISO17100 standard according to which PRODOC is certified.

PRODOC creates its own terminology database for each client, which is filled with entries during the translation process. The client can and should provide PRODOC with its own company terminology, which is stored by PRODOC in another customer-specific terminology database. Both terminology databases are used for translations. Compliance with the terms from both databases is not mandatory. Separate agreements between the client and PRODOC are necessary for the guaranteed use of agreed terminology.

§ 4 Order change, cancellation

If the client makes substantial changes to the order after conclusion of the contract, PRODOC shall be entitled to change the indicated price and/or the delivery period or to subsequently reject the order.

In the event of subsequent cancellation of the order by the client, PRODOC shall be entitled to demand payment for work already carried out within the scope of this order. Translations that have already been completed will be handed over to the client on request, but are in a provisional state and usually still require revision. If fixed time quotas have been planned for the order, PRODOC shall be entitled to charge 50% of the time quota not called up.

PRODOC shall be entitled to dissolve the agreement without being liable for damages if PRODOC is unable to fulfil its obligations due to circumstances beyond its control. Such circumstances include, but are not limited to, official measures, failure of Internet connections, fire, accident, illness, strike, riot, war, transport obstructions or other events of force majeure.

Should PRODOC cease further execution of the order due to force majeure, the client shall nevertheless be obliged to pay for the services performed up to this point in time.

§ 5 Delivery periods

If final order data is not made available at or by the time the order is placed, the delivery period shall not commence until the final data has been provided by the client.

Unless otherwise agreed, all delivery periods are provisional. PRODOC shall inform the client immediately if it is foreseeable that a delivery deadline cannot be met.

The client may withdraw from the order if PRODOC is unable to meet a delivery deadline agreed in writing and the client cannot reasonably be expected to accept a delay, provided that the reasons for the delay are beyond PRODOC's control. In this case, PRODOC shall not be obliged to pay damages. The client shall be obliged to pay for translation work performed in part.

From the time of transmission of the completed order data by e-mail or provision by file sharing, delivery is deemed to have taken place.

Any queries from PRODOC that serve to understand the texts to be translated will be answered by the client within one working day. In case of a later reply the delivery will be delayed accordingly.

§ 6 Prices and remuneration

In PRODOC offers, prices are quoted exclusively in Euro (€). The prices quoted in the offer are net prices exclusive of the applicable value added tax. The client bears the risks of rising or falling exchange rates.

The agreed remuneration shall be due for immediate payment upon delivery of the translation and after invoicing without deduction. PRODOC shall issue an invoice to the client, which shall be payable within 14 days. Bank charges shall be borne by the client.

Commercial customers are not entitled to any right of retention against our claims. Offsetting is only possible with counterclaims which are undisputed by us or have been legally established.

In the event of default in payment, interest at a rate of 4% above the respective discount rate of the Deutsche Bundesbank shall be charged, subject to the assertion of a higher damage.

§ 7 Warranty

The client shall immediately inspect the delivered object of the contract and notify PRODOC in writing of any defects or requests for changes. The release is automatically deemed to have been granted if no complaint has been made by the client within 14 days of delivery at the latest. The risk of any errors shall pass to the client upon release. Corrections must always be made in writing; PRODOC accepts no liability for corrections made orally or by telephone.

Defects are errors in grammar, spelling and punctuation, incorrect translations, as well as omissions and additions within the framework of normal translation orders. For a transcreation, only grammar, spelling and punctuation errors are considered defects. PRODOC shall correct defects within a reasonable period of time. Redelivery of the translation as well as the saving of the corrected texts is free of charge.

Change requests are style corrections, omissions of existing content or the addition of non-existent content in the translation compared to the source language. PRODOC will implement change requests and will invoice the work incurred on a time and material basis.

The client is aware that the omission/adding of content is problematic when using CAT tools. The automatic and unchecked reuse of such texts can lead to incorrect translations. The client assumes sole responsibility for any resulting incorrect translations.

§ 8 Secrecy

PRODOC shall treat the client's information obtained within the framework of the contractual relationship as confidential and undertakes not to use or exploit it or pass it on to third parties without the client's express written consent, unless this is necessary within the framework of the performance of the contract.

The transfer to third parties for the purpose of the translation is permissible, provided that these third parties also undertake to maintain secrecy.

The data received from the client within the scope of the order as well as its translations is archived at PRODOC. The archived data are not passed on to third parties and are subject to the provisions of the Data Protection Act. The deletion of archived data shall only take place upon written request by the client.

§ 9 Liability

PRODOC shall only be liable in the event of intent or gross negligence. We shall only be liable for simple negligence in the event of breach of contractual obligations.

Under no circumstances shall PRODOC be liable for other damage such as consequential damage, loss of profits or damage due to delays.

The client shall be solely liable if rights, in particular copyrights of third parties, are infringed by the execution of his order. The client shall indemnify PRODOC from all claims of third parties based on such an infringement of rights.

If the client requests the use of special technical terminology, PRODOC shall not be liable for damage resulting from defects in this technical terminology.

Any ambiguity in the text to be translated shall release PRODOC from any liability.

A recourse liability for damage of third parties is expressly excluded.

The further use of translations is at the risk of the client. This shall also apply if PRODOC is aware of the purpose of publication and/or dissemination. PRODOC assumes no liability for damage resulting from any kind of publication and/or dissemination.

PRODOC must be notified immediately in writing of any claims for damages and the reasons for such claims must be stated. PRODOC shall only pay damages in the event of direct damage demonstrably caused by incorrect translations. Compensation is limited to a maximum of the order value, but shall nevertheless not exceed EUR 50,000.

The client shall ensure that he is fully authorized to have the text translated and that translation, publication, distribution, sale and any other use of the text and translation does not infringe any patent rights, copyrights, trademark rights or other rights of third parties. The client shall indemnify PRODOC from all claims in this respect.

Moreover, PRODOC shall not be liable for ensuring that the respective translation is permissible or suitable for the client's intended use. This applies in particular in the event that the translation is published or used for advertising purposes.

PRODOC shall also not be liable for damage caused by viruses. PRODOC's IT (networks, workstations, servers, etc.) is regularly scanned for viruses. In the case of deliveries of files by e-mail, file sharing or any other transmission method, the client shall be responsible for final verification of the transmitted data. PRODOC shall not recognize any claims for damages in this respect.

§ 10 Rights of use

After complete payment, the rights of use and exploitation for the translation are transferred to the client, but not the copyright. The client may transfer these exploitation and usage rights to third parties without prior notice to PRODOC and without PRODOC's consent.

When creating translations, PRODOC uses translation memories (TMs) to store translation data. The contents of the translation memories are the intellectual property of PRODOC, unless otherwise agreed in writing in individual cases.

PRODOC creates customer-specific terminology during the translation process. This terminology is the intellectual property of PRODOC. It will be made available to the client on request in the form of Excel files. The client is entitled to use this terminology for internal purposes. A passing on to third parties is prohibited.

§ 11 Right to advertise

PRODOC is entitled to use the client's name and brand as a reference in its own advertising.

§ 12 Non-solicitation clause

The contracting parties agree not to recruit or otherwise employ employees of the respective other contracting party during the cooperation and before expiry of a period of 12 months after termination of the cooperation. The payment of a contractual penalty of EUR 50,000 is agreed for each culpable infringement.

§ 13 Data protection

The client declares its consent to the storage of its data for administrative purposes and for the execution of the order within the framework of legal data protection. Furthermore, the client shall be obliged to ensure that the data transmitted to PRODOC is approved for the intended purpose.

The client undertakes to anonymize any texts containing personal data intended for translation before they are sent to PRODOC.

§ 14 Applicable law and place of jurisdiction

The place of performance and jurisdiction for all obligations arising from the contractual relationship between the client and PRODOC shall be PRODOC's headquarters. The contractual relationship shall be governed solely by the law of the Federal Republic of Germany.

§ 15 Partial ineffectiveness

Should one or more provisions of these General Terms and Conditions be or become invalid, the remaining provisions shall continue to apply. In this case, a valid provision shall be deemed to have been agreed which comes as close as possible to the legal or economic purpose.