

## **1. Area of Application**

- a) These Terms of Service (TOS) shall apply to all contracts between Lotte Sembach Madsen (Translator) and the customer/the company placing the translation order (Client), unless otherwise stipulated in writing or stipulated by law. These TOS are accepted by the Client upon confirmation of an order and shall be valid throughout the entire business relationship between the Translator and the Client. Verbal agreements must be confirmed in writing.
- b) The Client's terms and conditions are not valid unless accepted by the Translator in writing.
- c) Where the Client is acting on behalf of a third party, the Translator is entering a contract exclusively with the Client, who shall make all payments punctually, regardless of the performance of the end customer.

## **2. Placement of Translation Order**

- a) Before accepting a translation order, the Translator will send a brief "order summary" to the Client via e-mail. This "order summary" will contain important details of the Client's order, including, but not limited to the way of delivery, the delivery date, and the Translator's fee.
- b) A translation order shall only be valid if the Client has agreed, in writing, to these Terms of Service and to the "order summary".

## **3. Execution of Order and Delivery of Translation**

- a) The translation will be carried out according to the principles of proper professional practice and with the utmost possible care. The Client will receive the translation as defined in writing in the "order summary".

## **4. Client's Obligation to Cooperate and Provide Information**

- a) In the event that the source text contains any ambiguities, the Translator reserves the right to carry out the translation to the best of her understanding or to consult with the Client.
- b) The Client shall indicate the intended use of the translation in writing.
- c) If available, the Client shall, without prior request and in good time, provide the Translator with supplementary documentation (company-own glossaries, abbreviations, photos, etc.) which might aid the translation process. If no customer-specific terminology or informative supplementary documentation is provided, the Translator shall translate technical terms into their generally acknowledged equivalents.
- d) Should any claims of third parties arise against the Translator due to breaches of copyright, the Client shall indemnify the translator from such third party claims.
- e) The Client shall confirm the receipt of the translation in writing (via e-mail).

## **5. Date of Delivery / Force Majeure**

a) If a fixed delivery date has been agreed upon in the “order summary”, it is binding on the Translator unless Clause 5 b) herein applies.

b) The Translator shall not be in default if her non-performance is caused by circumstances beyond her control. If the delivery date cannot be met due to force majeure or other reasons which are not within the liability of the Translator (e.g. sudden illness of the Translator, family emergency, computer failure, etc.), the Translator shall inform the Client immediately. In such cases, both the Translator and the Client shall be entitled to withdraw from the contract. Withdrawal from the contract shall be given in writing. Translation work already completed up until the point of withdrawal shall be paid for by the Client. Further rights, especially claims for damages, shall be excluded for such cases.

c) In all cases, a period of grace may be granted if both parties agree in writing.

## **6. Data Protection / Confidentiality**

a) All translation assignments will be treated confidentially.

b) The Translator reserves the right to use translated texts (especially websites), which are made available to the public after the translation has been completed, for reference purposes.

c) Texts with punishable content and texts that offend common decency are not subject to Clause 6 a) herein and can be refused by the Translator, even after conclusion of the contract.

## **7. Termination of Contract**

a) In the event that the Client cancels an order without being entitled to do so by law or contract, the Translator shall be paid for translation services rendered up to the date of termination. The contract must be terminated in writing.

## **8. Correction of Mistakes / Warranty Claims**

a) The Translator shall not be liable for mistakes resulting from badly legible, incorrect, or incomplete original texts or from incorrect customer-specific terminology.

b) In the event that the Client is not satisfied with the quality of the translation, the Client shall lodge a formal complaint with the Translator within thirty (30) days of receipt of the translation. The alleged mistakes must be adequately identified in writing, and the complaint must contain evidence. If the translator does not receive a written complaint within the said thirty days, the translation shall be deemed to be without mistakes.

c) The Client shall grant the Translator an appropriate period of time to rectify any mistakes. If the Client refuses to grant the Translator a reasonable period of time for the correction of the mistakes, the Translator shall no longer be liable for such mistakes. If the mistakes are remedied by the Translator within the aforementioned appropriate period, the Client shall not be entitled to any price reductions. In the event that the Translator does not remedy the mistakes within the applicable period, the Client shall be entitled to demand a price reduction. Warranty claims shall not entitle the Client to withhold any agreed payments.

## **9. Payment of Translator's Fee**

a) The Translator's fee is calculated on the basis of volume and degree of difficulty. The fee is based on the number of words in the source text (the Client's original text). For major translation projects a flat fee may be negotiated. Orders are subject to a minimum rate corresponding to the Translator's current rates.

b) The Translator's fee is payable, without deductions, within thirty (30) days following the receipt of the invoice. Clients shall either pay by credit card using the Translator's PayPal.com account, via Skrill Moneybookers or via bank transfer. Any and all bank transfer fees shall be paid by the Client.

## **10. Retention of Title / Copyright**

a) The translation shall remain the property of the Translator until invoices have been settled in full.

## **11. Liability / Damages**

a) To the extent permitted by law, the liability of the Translator shall be limited to the amount invoiced.

b) The Translator shall be liable only in cases of gross negligence. Liability in cases of slight negligence is only accepted if substantial contractual duties are neglected.

c) The Client shall indemnify the Translator against any and all claims by third parties, which might arise from the translation or utilization thereof.

d) The Translator shall not be held liable for loss or damage incurred during delivery. The Translator uses an updated anti-virus program, but shall not be held liable for any damage incurred through computer viruses.

e) The Translator shall not be liable for damage to or loss of documents caused by fire, water, forces of nature, burglary or theft.

f) In the event that the delivery date cannot be met due to force majeure or other reasons, which are not within the control of the Translator, the Translator shall not be held liable. Claims for damages are excluded for such cases; see Clause 5 b) herein.

g) The Translator shall not be liable for corrections to the translation by the Client or third parties.

## **12. Applicable Law / Place of Jurisdiction / Effectiveness (Severability Clause)**

a) These Terms of Service and the business and legal relations between the Translator and the Client shall be exclusively subject to the laws of Cyprus. Place of jurisdiction and place of performance shall be the Translator's place of residence.

b) In the event that any of the provisions herein shall be deemed invalid, fully or in part, by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. Any provision which is invalid shall be replaced with a provision that best meets the intended purpose and meaning of the invalid provision.