

The English version of the General Terms and Conditions is a translation of the German version. In the case of doubt, the German version is binding.

General Terms and Conditions

Section 1: Scope

1. For the business relations between us and the customer, the following General Terms and Conditions, in the version valid at the time of ordering, shall apply exclusively. The Terms and Conditions are part of all contracts we conclude with our contractual partners. Conditions made by the contracting party that either conflict with or differ from our Terms and Conditions may only be applied, if we expressly agree to them in written form beforehand.
2. The contractual partner is ÜDiAL, owner Anna Lasik, Randstraße 1, 22525 Hamburg, Germany, tax reference number: 46/140/02102. The contract language is German.

Section 2: Conclusion of the Contract

1. Submitted offers and purchase orders, or order placements which are considered as an offer according to Section 145 of the German Civil Code, may be accepted by us within a period of two weeks. Offers and orders need to be submitted in writing, and our acceptance will only be valid if it is in writing. Communication by phone is exclusively for the purpose of exchanging information, supporting projects and providing assistance, and is not a substitute for a valid order placement.
2. When placing a request for a translation or revision of a translation, the customer must always specify the target and source language, any special terminology requirements, and the intended use of the translation. In the case of a request for a translation into English, the customer accepts that the translation will use US American spelling unless otherwise agreed beforehand.
3. All our offers/quotes are subject to change and non-binding, unless they are expressly characterized as binding or include a specific acceptance period.
4. Agreements, particularly verbal commitments, guarantees and other assurances, shall only become binding when they are confirmed by us in writing.
5. The requested document will be delivered in full, will comply with grammatical rules, and will reflect the meaning of the source text, unless an exact match is required in order for the document to be used for the contractually intended purpose. Specialized terminology and technical terms will be translated in a generally accepted and widely understandable way. Stylistic revision is not part of the service provided, unless otherwise agreed beforehand. If a translation is intended for printing purposes, the customer must provide us with a proof copy before printing and give us a reasonable amount of time to proofread and professionally edit it before it is printed (or published online).
6. The customer guarantees that they hold the copyright on the source text.
7. The place of performance is Hamburg, Germany.

Section 3: Delivery and Availability of Goods

1. Delivery dates are specified to the customer to the best of our knowledge and belief. Delivery dates are always expected dates, and an order will be delivered to the customer no later than seven working days after the stated delivery time. The subsequent mail delivery time via Deutsche Post is usually three to five working days. The customer shall determine the method of delivery, and will have the option of collecting their documents in person at our office, or having them sent by email

or post. A delivery is considered to have been made once the processed order has been dispatched to the customer. The customer must notify us immediately upon receipt either by email or by post.

2. If no employees are available at the time of the customer's order, we will inform the customer of this in a declaration separate from the confirmation of receipt, which does not constitute a declaration of acceptance. If we are not able to deliver the requested product (translation/proofreading request), we reserve the right to turn down the order. In this case, no contract will be concluded.
3. If the product specified by the customer in the order is only temporarily unavailable, we will also inform the customer of this immediately. In the event of a delivery delay of more than two weeks, both parties have the right to withdraw from the contract. In this case, any payments made by the customer prior to delivery will be reimbursed immediately.
4. In the case of any force majeure event, we reserve the right to postpone delivery for the duration of the impediment and a reasonable start-up period, and to withdraw from the contract in full or in part without the contractual partner being able to assert any rights. Force majeure events are any circumstances that make delivery significantly more difficult or impossible: in particular illness, fire, traffic closures, disruptions to business operations or to transport, network or server malfunctions, any other line or transmission disruptions, other impediments for which we are not responsible, and political implications of any kind, regardless of whether they affect us or our sub-suppliers. This also applies if, for good cause, we are forced to completely or partially shut down our operations and particularly our online service for a certain period of time.

Section 4: Prices and Payment

1. Prices for general and specialized translations are calculated per line, and for certified translations per page. A standard page has on average 1,500 characters including blank spaces, a standard line has 55 characters including blank spaces. The individual price per line or per page depends on the language pair, text length, topic, complexity and level of difficulty. An accurate cost estimate will be drawn up before the contract is concluded, and sent to the customer within five working days of the customer sending the source text(s) to ÜDiAL. By confirming the order, the customer is accepting the stated price. Proofreading and editing jobs are charged per page. Revisions of translations are charged per line. As with translations, we cannot specify exactly how long a revision will take, since the proofreading time very much depends on the difficulty level of the source text as well as the quality of the translation received. For an estimate of how long a job will take, customers are welcome to send us the source text and the translation in advance, so that we can calculate roughly how long it will take to proofread the translation.
2. Unless otherwise agreed in writing, our prices are in euros. According to Section 19 of the German Value Added Tax Act (UStG), German VAT is not applicable. A minimum charge for translations and revisions will be applied to any order with a low word count. The minimum charge amounts to EUR 25.00.
3. Payment should preferably be made by bank transfer, but small amounts may be paid in cash. If any costs are incurred due to a specific payment method, the customer must pay those additional costs. A discount on the purchase price shall be authorized as part of specific agreements only, and must be agreed upon in writing.
4. Unless otherwise agreed, the processing fee must be paid without any deduction before delivery. Our professional fee must be paid – and received by us – within 14 days of the date of the invoice. Exchange bills and checks are credited without obligation, subject to correct payment and after standard discounts and expenses have been deducted.
5. Unless a fixed price/line rate has been agreed, we reserve the right to make reasonable price alterations due to changes in wages, material costs and distribution costs for deliveries made three months or more after the contract is concluded.

6. The customer may not counter demands with counterclaims or withhold payments due to such claims unless the counterclaims are uncontested or have been legally established. The customer may not transfer rights from the contract unless we give our consent in writing.
7. We reserve the right to refuse to carry out or render outstanding deliveries until we receive payment in advance or some other form of security, if, after the contract is concluded, we become aware of circumstances that are likely to significantly impair the customer's creditworthiness and which may render the customer unable to pay our outstanding claims arising from the relevant contract (including outstanding claims from other individual orders to which the same framework contract applies), or if the customer defaults on payments.

Section 5: Delivery Period

1. Deliveries are made from the production facility. The commencement of the delivery period specified by us is subject to the timely and proper fulfillment of the customer's obligations, including in particular the payment of the invoice amount in advance. The stated delivery period shall commence once we receive payment. We reserve the right to use unfulfilled contracts as a defense.
2. In the event that the customer is in default of acceptance or culpably violates other obligations to cooperate, we are entitled to demand compensation for the damage incurred, including any additional expenses. Where the aforementioned provisions apply, the risk of accidental loss or accidental deterioration of the item shall pass to the contracting party at the time when the same party defaults on debts or in acceptance.
3. In the event of a delivery delay caused by us unintentionally or through gross negligence, the customer is entitled to a limited lump sum in compensation, amounting to 3% of the delivery value for each full week of delay, but not exceeding a maximum total of 15% of the delivery value; however, we shall be permitted to prove that no damage or reduction in value has occurred at all, or that it amounts to significantly less than the lump-sum compensation.
4. Any further legal claims and rights of the customer due to delayed delivery remain unaffected.

Section 6: Provided Documents

1. We reserve property rights and copyrights to all documents provided to the customer as part of the process of concluding the contract. None of the documents we provide may be made accessible to third parties, or duplicated, unless we expressly agree to this in writing.
2. At our request, the customer must return these objects fully and immediately and destroy any copies that may have been made if they are no longer required in the proper course of business or if negotiations do not lead to the conclusion of a contract.

Section 7: Retention of Title

1. A delivered translation, a revised translation, and any proofread or edited documents remain our property until all claims have been paid in full. Until then, the customer has no right to use them. This also applies to all future deliveries, even if we do not make explicit reference thereto. We are entitled to reclaim the delivered objects if the customer breaches the terms of the contract.
2. If the transfer of ownership has not yet taken place, but the delivered object is subject to seizure or any other third-party interventions, the customer must notify us immediately in writing. If the third party is unable to reimburse us for the judicial and extra-judicial costs of a lawsuit pursuant to Section 771 of the German Code of Civil Procedure (ZPO), the customer shall be liable for the loss incurred by us.

3. The customer is entitled to sell on the object subject to reservation of ownership in the normal course of business. The customer hereby assigns to us the purchaser's claims arising from the resale of the object subject to reservation of ownership, in the amount of the final invoice sum agreed with the purchaser. This assignment applies regardless of whether the delivered item has been resold before or after processing. The customer remains authorized to collect the claim even after the assignment. However, we will be authorized to collect the claim ourselves if the customer does not meet their payment obligations arising from the proceeds received, is in default of payment or, in particular, if an application for the opening of insolvency proceedings has been filed or if payment is suspended.
4. The handling and processing or reworking of the contractual object by the customer is always carried out in our name and on our behalf. In this case, the customer's expectant right to the contractual object shall continue to apply to the reworked object. If the contractual object is processed along with objects that do not belong to us, then we shall automatically acquire (without any obligation on our part) joint ownership of the new object in the ratio of the objective value of the contractual object to the other processed objects at the time of processing.
5. We undertake to release the securities to which we are entitled, at the customer's request, if the value of the securities is 20% higher than the claim to be secured.

§ 8 Warranty and Notice of Defects as well as Recourse/Manufacturer Recourse

1. We shall be liable for defects in accordance with the applicable German statutory provisions. For companies and entrepreneurs, the warranty obligation period is 12 months.
2. A warranty exists only if it has been expressly stated in the order confirmation for the relevant job. If the order placed by the customer is unclear, incomprehensible, incorrect or incomplete, ÜDiAL shall not be liable for delays or defects in the execution of the order. If it should prove impossible to complete the order due to incorrect wording, illegible passages of text or incorrect information provided by the customer beforehand, the customer will not be entitled to compensation. Furthermore, ÜDiAL does not assume any liability for damages caused by computer virus attacks. When files are delivered by email or via any other form of remote transmission, the customer is responsible for a final check of the transmitted files and texts.
3. The customer is not entitled to claim compensation unless the claim relates to our liability for damages due to the breach of such contractual obligations as are indispensable for fulfilling the purpose of the contract, due to defective products (German Product Liability Act), or due to intent and gross negligence on the part of our statutory organs, employees and vicarious agents, to the extent that they have contributed to the occurrence of the damage. Liability for ordinary negligence can only be considered in the event of injury to life, limb or health, or when essential contractual obligations are violated, in which case liability is limited to the foreseeable and directly arising damage.
4. The restrictions mentioned in Paragraph 3 also apply to our legal representatives and vicarious agents if claims are made directly against them.
5. Claims for defects cannot be made in the event of only insignificant deviations from the agreed quality, or only insignificant impairment of usability. Likewise, if the contractual partner or third parties make any improper changes, no claims for defects can be made based on these changes and the resulting consequences.
6. Claims by the customer regarding expenses incurred in the course of supplementary performance, particularly transport costs, travel costs, labor costs and material costs, are also excluded to the extent that the expenses have increased because the goods delivered by us have subsequently been taken to a place other than the customer's branch office.

7. Where the customer is an entrepreneur, they may make recourse claims against us only insofar as the customer has not made any agreements with their purchaser that go beyond the legally binding claims for defects. For the scope of the customer's right of recourse against us, Paragraph 8 also applies accordingly.
8. We assume no liability for the misuse of information due to unauthorized or illegal use of our services by customers. The same applies to the misuse of information by third parties to whom the customer has made their own details and information accessible, or who have gained unauthorized access to the customer's information.

Section 9: Cancellation Policy

RIGHT OF CANCELLATION

If you are a consumer (any natural person entering into a legal transaction for a purpose that can be attributed neither to their commercial business activity nor to their self-employed occupation), you can cancel your contract within 14 days, without giving a reason, in writing (e.g. letter, fax, email); or, if you receive the item before that deadline, by returning the item. The cancellation period begins upon receipt of this instruction in writing, but not prior to the receipt of the goods by the consignee (if the same type of goods are supplied on repeated occasions, not prior to the receipt of the first consignment) and not prior to the fulfillment of our obligation to provide information in accordance with Article 246 Section 2 in conjunction with Section 1 Paragraphs 1 and 2 of the Introductory Act to the German Civil Code (EGBGB), and our obligations according to Section 312g Paragraph 1 Sentence 1 of the German Civil Code (BGB) in conjunction with Article 246 Section 3 of the Introductory Act to the German Civil Code (EGBGB). The deadline for cancellation is deemed to have been met if the cancellation or the item are dispatched in good time.

CANCELLATION REQUESTS MUST BE SENT TO:

ÜbersetzungsDienst Anna Lasik

Bürogemeinschaft im 3. OG

Randstraße 1

22525 Hamburg

Email: info@uedial.eu

CONSEQUENCES OF CANCELLATION

In the event of a valid cancellation, the services received by both parties are to be returned and, where applicable, any profits derived (e.g. interest) disbursed. If you are unable to return the received services as well as benefits derived therefrom (e.g. advantages of use) fully or partially, or only in a deteriorated condition, you must pay compensation for lost value. For the deterioration of the item or the benefits derived, you only need to pay compensation if the benefits or deterioration were caused by handling the item in a way that went beyond what was necessary for the testing of its properties and functionality. The term "testing of properties and functionality" refers to the testing and trying out of the relevant goods, as is possible and customary in a shop, for example. Items consignable by parcel shipment/post may be returned at our risk. You will pay the costs of the return shipment if the delivered good/item corresponds to the good/item you ordered, and if the price of the item does not exceed 40 euros or, where the item costs more than 40 euros, if you have not yet provided the consideration or a contractually agreed partial payment at the time of the cancellation. Otherwise the return will be free of charge. Items that cannot be sent by parcel shipment/post will be collected from you. You must satisfy obligations to reimburse payments within 30 days. For you, the cancellation period begins when you send your declaration of cancellation or the item; for us, the period begins with the receipt of the declaration or item.

END OF THE INFORMATION ABOUT RIGHTS OF CANCELLATION

Section 10: Other Information

1. The right of cancellation does not apply to contracts concerning the supply of goods produced according to customer specifications or which have clearly been tailored to personal needs or which, by nature, are unsuitable for return shipment or may spoil quickly or have passed their expiration date. The right of cancellation also does not apply to contracts concerning the supply of audio or video recordings or of software where the seals on the data carriers have been broken by the customer, or the supply of newspapers, journals and magazines (unless the customer has submitted a contractual declaration by telephone regarding the supply of newspapers, journals and magazines).
2. Where possible, the customer should return the item to the supplier not carriage forward but as an insured package. The supplier will happily reimburse the postage costs in advance if the supplier is liable for the return costs. In this case and at the customer's request, the supplier shall, for example, provide the customer with a franked online parcel stamp. The customer is also expressly requested to avoid damage to or contamination of the goods. If possible, the customer should return the goods in their original packaging with all accessories and all packaging components. If the customer no longer has the original packaging, they should be sure to use suitable packaging to avoid any damage during transport. The abovementioned methods are not a prerequisite for the effective exercise of the right of cancellation.

Section 11: Data Protection

1. We hereby undertake to observe the legal provisions on data protection, particularly the German Data Protection Act (BDSG) and the German Telemedia Act (TMG).
2. All texts are treated confidentially, and we undertake to not disclose any information or facts that become known to us as a result of our work for the customer.
3. The customer's personal details, particularly their title, name, address, email address, telephone number, bank details and credit card number, are only collected, processed and used by us in accordance with the provisions of the German Data Protection Law. Data will only be passed on to third parties if the customer gives or has given consent for us to do so or if we are permitted to do so on the basis of relevant legal provisions.
4. We use cookies to recognize customers. Cookies are small text files that are stored on your computer and saved by your browser, and which allow us to recognize your browser automatically the next time you visit our website. Please note that rejecting cookies may limit the functionality of our online services. **For more information on our data privacy policy regarding the use of our online services, please visit: <https://uedial.eu/en/privacy>**
5. Customers' personal details will be used exclusively for the purpose of fulfilling the contract. We will not use customer data for advertising, market research or opinion polling without the customer's consent.
6. If applicable, the customer agrees that their company name may be used as a reference for advertising purposes by ÜDiAL.
7. Upon written request, we will provide the customer with any information they request about their stored data, or change or delete this data.

The written request should be addressed to:

Übersetzungsdienst Anna Lasik
Bürogemeinschaft im 3. OG
Randstraße 1
22525 Hamburg
Email: info@uedial.eu

8. Customers who have agreed that we may send them information will receive regular updates (by newsletter or, if applicable, by letter) about news and special offers from our company. Customers can withdraw their consent at any time by sending an informal notification to info@uedial.eu, without incurring any additional costs other than the transmission costs according to the basic tariff of the customer's provider.

Section 12: Final Provisions

1. This contract and all legal relations of the parties are subject to the law and provisions of the Federal Republic of Germany with the exclusion of UN purchasing law, namely the UN Convention on Contracts for the International Sale of Goods.
2. If the customer is a merchant, corporate body under public law or special fund under public law, Germany shall be the place of jurisdiction for all disputes arising from the contractual relationship between the customer and us.
3. All agreements made between the parties for the purpose of executing this contract shall be set forth in this contract in writing.
4. Should individual provisions of this agreement be or become ineffective or contain a loophole, the remaining provisions of this agreement will not be affected. The parties undertake to replace the ineffective regulation with an effective regulation that comes as close as possible to the economic purpose of the ineffective regulation or closes this loophole.
5. These General Terms and Conditions may be changed at any time. We will then inform the customer about the change/s that have been made. The change/s shall be deemed to have been accepted by the customer if no objection is raised within six weeks of receipt of the notification, and shall apply from the date of expiry of the deadline.