

# Terms and Conditions

of

**Welocalize GmbH,  
Nell-Breuning-Allee 10  
66115 Saarbrücken  
Germany**

## 1. Scope

- (1) These terms and conditions are valid for contracts between Welocalize GmbH (“Welocalize”) and its clients, provided nothing different has explicitly been agreed upon or is bindingly regulated by law.
- (2) The terms and conditions of the client are only binding for Welocalize if they have explicitly been accepted.

## 2. Scope of Translation Projects

- (1) The translation is executed diligently according to the principles of proper exercise of profession. The client is provided with a translation whose form has been **agreed upon in the contract**.

## 3. Client's Responsibilities

- (1) The client must inform Welocalize in time about any special wishes concerning the form of the translation (file and text format, number of copies, ready to print, external form of the translation, etc.). If the translation is supposed to be printed, the client agrees to provide Welocalize with a correction copy.
- (2) The client agrees to provide Welocalize in time and without special request with all information and reference material necessary to perform the translation (client glossaries, illustrations, graphics, drawings, tables, charts, abbreviations, etc.)

- (3) Welocalize cannot be charged for errors and mistakes due to the noncompliance of these duties.

## 4. Correction of Faults

- (1) Welocalize makes the right of correction of faults a proviso. The client has a claim to the elimination of faults which the translation may contain. The client must put forward this claim of correction of faults within 10 days after receiving the finished translation and by exactly stating the faults.
- (2) If the rectification of faults or a substitute delivery fails, the law of warranty becomes effective, provided nothing different has been agreed upon.

## 5. Liability

- (1) Welocalize is liable in case of gross negligence and intent. Liability in case of ordinary negligence only arises, if essential duties agreed upon in the contract are violated.

## 6. Professional Secrecy

- (1) The employees of Welocalize commit themselves to silence on facts they learn about during their work for the client.

## 7. Remuneration

- (1) The remuneration is due immediately after the translation has been delivered and accepted. The acceptance time must be reasonable.

- (2) Apart from the remuneration agreed upon, Welocalize is entitled to the reimbursement of the actual expenses agreed upon with the client. In the case of large and long-term projects, Welocalize is entitled to ask for advance payment which objectively is needed for executing the translation. In justified cases, Welocalize may insist on being paid the full remuneration before handing in the finished translation.
- (3) If no remuneration has been agreed upon, Welocalize is entitled to a reasonable compensation according to the translation's kind and degree of difficulty. The rates listed in the law of compensation for witnesses and experts are considered to be the minimum reasonable rates.

## **8. Reservation of Ownership and Copyright**

- (1) Until completely paid for, the translation remains the property of Welocalize. Only afterwards has the client the right of use.
- (2) Welocalize makes the copyright a proviso.

## **9. Applicable Law**

- (1) The project and all arising claims are subject to German law and jurisdiction.
- (2) The effectiveness of these terms and conditions as a whole is not affected by the invalidity and nullity of individual terms.