

GENERAL TERMS AND CONDITIONS – World Contact Übersetzungsbüro GmbH

I. GENERAL/AREA OF VALIDITY

1. The General Terms and Conditions apply to all services provided by World Contact Übersetzungsbüro GmbH (hereinafter World Contact). Please note that the World Contact general terms and conditions apply even if other agreements or general terms and conditions of the client exist. General Terms and Conditions are valid for the entire business transaction with our customers.
2. Additional arrangements, guarantees or other agreements as well as changes and supplements must be in writing in order to be effective.
3. Even if agreements between the Client and World Contact have been made verbally, the Client accepts these provisions.
4. World Contact has the right to change or add the General Terms and Conditions any time.

II. SERVICES

1. Documents are translated to the best of our knowledge and belief. Translations and interpretations are not carried out by World Contact alone, but by third parties as well. Experienced, certified and independent freelance translators are commissioned with translations and interpretations. Agreements are made with World Contact only, not with freelance translators or interpreters. Our interpreters and translators are qualified, experienced and specialized in the field of translation.
2. The Client agrees to the offer by signing it or by submitting the order via email, fax or our website. After conclusion of the agreements, World Contact starts working on your documents. The agreed-upon and contractual delivery time starts after conclusion of the agreement.. The Client can cancel the contract in writing at any time before delivery. In this case, the Client must pay charges for the expenses and services already rendered.
3. Translations are carried out in an appropriate and professional manner, and will neither be shortened nor extended or changed. World Contact carries out translation and interpreting services according to the general quality standards of the translation industry, taking into account the target culture.
4. Orders regarding the translation or interpreting of text with criminal content or which are contrary to accepted principles of morality can be rejected. An order can be rejected as well if a high quality and correct translation cannot be guaranteed within the given time, due to difficulty or scope. World Contact will inform you if the order cannot be carried out. In case of rejection, no claim for remuneration can be made.
5. The Client may provide us with specific terminology, which will be put to use during the translation or interpreting process, if agreed upon. Otherwise the general accepted terminology will be used. We accept no liability for mistakes due to incorrect or incomplete information or to incorrect or illegible texts. On placing an order, the Client must inform World Contact of any special wishes or requirements. If a translation is intended for print, the Client must inform World Contact and provide us with a proof copy to be released for print.
6. Confidentiality in handling your orders is guaranteed. Third parties are obligated to keep data confidential. See Point XII.
No absolute guarantee of secrecy can be given regarding content transferred via electronic means between the Client and World Contact.

III. CALCULATION BASIS

1. The basis for our calculation is, unless otherwise stated, the number of words, number of standard lines or a fixed price. One standard line includes 55 characters including spaces.
2. World Contact creates a quote based on the documents you have provided by email, fax, our website or postal mail.
3. The calculation as well as determination of length and scope of the document are done electronically. All offers and prices are subject to change. They can be adjusted without express notification to reflect actual circumstances and altered scope.
4. Other services are calculated individually according to an hourly rate or a fixed price.

IV. RESERVATION OF OWNERSHIP

1. We retain ownership of all property and/or services until such time as full payment has been made.

V. COPYRIGHT

1. World Contact assumes no liability, if intellectual property rights are violated during the translation process.

VI. DELIVERY

1. The translated document is sent to the Client as agreed, via email, fax or mail.
2. World Contact can hold back the translated document until proof of payment has been made.

VII. ACCEPTANCE

1. The Client must check the translation immediately for completeness. The Client must inform World Contact in the case of assumed incompleteness or deficiencies in writing, naming the concrete mistakes.
If a translation has been carried out poorly from an objective point of view, the Client has the right to require World Contact to improve or revise it. World Contact will revise the document within a reasonable period of time.
If the Client expresses upon order that the object/subject of the contract is useless after the due delivery time, setting a time frame is not necessary.
2. A revision will not be carried out, if mistakes originate with the Client themselves, e. g. are due to incorrect or incomplete information or wrong source texts. All claims are excluded if the deficiencies are negligible or reduce the usability or suitability of the translation only to an insignificant extent.
3. Liability is excluded concerning questions of style.
4. If deficiencies have not been reported within 10 working days on delivery, the translation shall be considered to have been performed as specified in the agreement.

VIII. PAYMENT

1. World Contact charges the Client for services at the legal applicable rate and including value-added tax.
2. Payment must be made immediately after invoice without deduction or discount. In case of a delay in payment, World Contact is entitled to charge default interest of 5 % p. a.. If further damages are caused due to delayed payment, they can be claimed by World Contact.

IX. LIABILITY

1. World Contact is liable for gross negligence or deliberate intention on the part of our company. Liability for damages that occur due to the loss of texts or documents is limited to the costs of actual damage.
Liability is limited to the sum covered in the pecuniary damage liability insurance of World Contact.
2. We accept no liability for damage caused by disruption affecting our operation. We accept no liability for disruption or defects due to force majeure, traffic disruption, network and service defects beyond our control or other such disruptions.
3. We do not take on the responsibility that a translation be suitable or allowable for the intended use of the Client, particularly in the case of intended publication or advertisements. All legal risk concerning usability and publicity shall be borne by the Client.

X: DATA PROTECTION

1. All employees and third parties are bound to strict secrecy and data protection. All personal data needed to carry out an order, may only be used for that purpose.

XI. JURISDICTION

1. The place of jurisdiction is the court responsible for the location of the World Contact office.

XII. OTHER CONDITIONS

1. Although World Contact secures its data communication using software against sabotage and viruses, there is still a residual risk whenever data is transferred online.
We cannot absolutely guarantee secrecy if data is transferred by electronic means.
2. If some provisions of this agreement are invalid and void, the validity of other provisions is not affected. The invalid and void provisions must be replaced by legal requirements. Unless otherwise stated the BGB (German civil code) shall apply.