

## **Instruction about consumer right of withdrawal**

### **Right of withdrawal**

You may cancel this contract within two weeks without giving reasons why. This should be in writing (e.g. letter, fax or e-mail) or, if you have received the goods before the deadline, done by returning the goods. This period of time starts from receipt of this instruction in writing. The date of sending your notice of withdrawal or returning the goods is the one that counts when considering if the withdrawal was done within the time period. The withdrawal notice should be addressed to: Firma James Heppe-Smith, Westerwand 10, 32361 Preußisch Oldendorf, Fax: 05742 / 70 29 71, e-mail james@wjms.de

### **Consequences of withdrawal**

In the event of a valid withdrawal, the services already received are to be returned by both sides and any benefits surrendered (e.g. interest). If you are unable to return all or part of the service received or only in a deteriorated condition, you must pay us compensation for its value. In the case of delivery of the items, this shall not apply if the deterioration of the goods is attributed exclusively to inspection of the goods as would have been possible for you in the store, for example. For the rest, you may avoid any duty to provide compensation for any deterioration of the goods caused by the intended use, by not using the goods as your own property and refraining from all actions that may affect their value. Goods that can be sent as parcels are to be returned at our expense and cost. Goods that are not able to be shipped will be picked up. Obligations to refund payments must be made within 30 days. This time limit starts for you with the dispatch of the withdrawal notice or the goods, for us with their receipt.

### **Important note**

In the case of a service your right of revocation expires prematurely if your contract partner has begun providing the service before the withdrawal period is over, either with your permission or if you have arranged for the service to take place.

### **End of the right of withdrawal instruction**

## **General Terms and Conditions**

### **Article 1 - Scope**

These general terms and conditions (T&Cs) apply for all business transactions between Firma James Heppe-Smith (Translator) and the customer (Client). The general terms and conditions are acknowledged by the Client when placing the order. They apply for the whole business relationship including any future orders.

### **Article 2 - Different Agreements**

Deviations, changes or other agreements require the written confirmation of the Translator. This also applies for the general terms and conditions of the Client.

### **Article 3 - Placing the order, Participatory obligations of the Client**

(1) The order can be placed by the Client by e-mail, fax or post. Errors in execution or delays which are caused by unclear, incorrect or incomplete order placements, are to be borne by the Customer. The contractual relationship first comes into existence confirms order acceptance by e-mail, fax or post. This will be done individually, and confirmation will be sent for each of the Client's orders.

(2) Included in the order for translation, the Client should indicate the target language, specialist area and use of the text, any special terminology that should be used as well as any particular wishes regarding the embodiment (external appearance of the translation, storage on certain media and so

on). If the translation is intended to be published in the printed form, the Client must provide a final copy of file to the Translator for proofreading prior to the print version being released.

(3) Accompanying information material and documents, that are required to complete the translation, are to be provided to the Translator by the Client without having to be requested. If the information material provided is insufficient, the Translator can ask for more thematic information material from the Client. If the source text provided by the Client for translation contains abbreviations, which are not generally known, the Client must provide the Translator with a list of the abbreviations used and their meaning at the time of placing the order.

(4) The Client guarantees the Translator that he/she holds the copyright to the source text to be translated, and that he/she hereby grants the Translator the right to translate the source text.

(5) Any errors or delays caused by the Client's failure to observe these participatory obligations shall be at the expense of the Client.

#### **Article 4 - Execution of the order, Delivery deadlines**

(1) The translation will be done completely, according to the grammatical rules and in line with the meaning of the text and the use that the translation will be put to, to the best of the translator's knowledge and belief. If accompanying information material or particular instructions from the Client are not given, technical terms will be translated as commonly and generally understood. Stylistic editing of the translation is not a part of the translation services offered. The Client will receive the translation in the agreed form.

(2) If there is a word with more than one meaning, where this can only be determined from the context of the text, any translation errors are at the expense of the Client if such context material was not supplied to the translator at the time of placing the order.

(3) The Translator may use third parties to execute this order.

(4) Delivery deadlines are given to the best of the Translator's knowledge and belief, but they can only ever be provisional deadlines which cannot be guaranteed.

(5) The translation will be sent according to the Client's wishes by e-mail, fax or post. The Translator is not liable for any damage in transit. The Client is obliged to confirm receipt of the translation to the Translator by a short message via e-mail or fax.

#### **Article 5 - Remuneration**

(1) As long as no other agreement has been met in individual cases, the usual payment is taken as agreed. The calculation of the remuneration is based upon the difficulty of the text to be translated, the delivery deadline agreed and the format of the source text to be translated. It is based on the number of words in the source text or the number of normalised lines it contains. A normalised line consists of 55 characters (including punctuation and spaces).

(2) In the case of large orders, a reasonable payment in advance may be required.

(3) The remuneration is payable on receipt of the translation. Setting off the remuneration with disputed invoices is not permitted.

## **Article 6 - Guarantee**

(1) The Client must check the translation delivered.

(2) Complaints, in commercial business, will only be considered if an obvious defect is reported immediately on receipt of the translation, in the case of hidden defects, immediately after they are discovered. This must be done in writing to the Translator. The defect indicated is to be described in concrete terms. If the Client does not make such a notification, the translation will be taken as approved.

(3) Complaints in non-commercial transactions are to be made in writing, with a concrete description of the defect and, in the case of an obvious defect, within 14 days of receipt. They should be made to the Translator.

(4) In the event of a defect being notified under (2) or (3), the Translator has the right to make improvements. If this is not successful, the Client can set the Translator a reasonable period of time to rectify the defect and attach to it a declaration that it will refuse to accept any corrections done after this period of time. After the expiry of this period of time, the Client is entitled at its discretion to demand a price reduction or a cancellation of the contract.

(5) There is no liability for any defects which have occurred as a result of the breach of duty to cooperate by the Client, or from incorrect, incomplete, terminologically false or illegible source text.

## **Article 7 - Liability**

(1) The pre-contractual, contractual and non-contractual liability of the Translator is limited to intent and gross negligence, as long as it is not a violation of a contractual duty - in this case the liability is limited to typical or foreseeable damage - or where there is a loss of life, injury to body or health. The same liability applies to the Translator's agents and assistants.

(2) The liability of the Translator for slight negligence is limited to the amount of the invoice for the contract in question.

(3) A liability to companies also exists for grossly negligent breaches of contractual duties, limited to typical and foreseeable damages; a liability for consequential damages, indirect damages and lost profits is excluded.

(4) Recourse by the Client to the Translator to assert the claims of third parties (non-contractual partners) is excluded.

## **Article 8 - Force majeure**

The Translator is not liable for damages due to Force majeure (natural disasters, power network failures, internet failures, from a computer virus coming from a regularly anti-virus checked system, etc.). The Translator has the right to withdraw from the contract in such circumstances, or to ask the Client for a reasonable extension to the deadline to carry out the contract. Claims for damages are excluded in this case.

## **Article 9 - Title retention, Usage rights**

(1) The translation remains the property of the Translator until complete payment has been received.

(2) Upon receipt of the full payment, the customer receives a simple usage right to the translation.

### **Article 10 - Copyright**

- (1) The responsible translator owns the copyright to the translation.
- (2) The Client indemnifies the Translator from any copyright claims which could be made against the Translator as a result of the translation, also from third parties.

### **Article 11 - Data protection, Confidentiality**

- (1) The Client agrees that his data may be stored in accordance with the legal requirements governing data protection for the purpose of carrying out the order.
- (2) The Translator agrees to keep the content of the documents to be translated, any information material provided to assist in the translation, and all information that becomes known during the course of the business relationship confidential. Working together with other translators, held under similar terms of confidentiality, does not constitute a breach of this duty. An duty of confidentiality does not apply if the data in question is generally known, or the Translator is obliged due to legal regulations, official or court orders to release the data.

### **Article 12 - Applicable law, Place of jurisdiction, Changes, Effectiveness**

- (1) The laws of the Federal Republic of Germany apply to this contractual relationship and all resulting rights and duties.
- (2) The place of jurisdiction for both contracting parties is Lübbecke, Germany.
- (3) Changes to these General Terms and Conditions will be notified to the Client when a new order is placed.
- (4) The effectiveness of these General Terms and Conditions will not be affected through the invalidity or voidness of individual provisions.

**This is a translation of the original German notice and General T&Cs from 23/7/2011, it is only provided as an aid. The German version, available on request, is the valid version in its actual form. This document, and the German original will be published and available for download under the Imprint of our website - [www.wjms.de](http://www.wjms.de)**

**James Heppe-Smith, 23 July 2011**