

General Terms and Conditions of MediaMate GmbH

1. General

All business transactions with our respective client are governed exclusively by these General Terms and Conditions. By placing an order, a client accepts our terms and conditions. They are in force during the entire business relationship, including future transactions. We do not recognize our client's terms and conditions when they are contrary to or different from our terms and conditions, unless we have explicitly agreed to do so. Our terms and conditions also apply in the event that we perform our services without reservation in full knowledge of the client's terms and conditions that are contrary to or different from our terms and conditions.

2. Orders

Our offers are without obligation until they are accepted by the client. If the client places an order for translation, the contract takes effect with our electronic confirmation of the order. Pursuant to Article 145 of the Civil Code, we have two weeks to accept an order. At the latest at the time of placing an order, the client informs us of the target language, the topic, the specialty, the size of the text and the desired delivery date. At the same time, she/he specifies special terminology requests and the purpose of the translation. If additional documents and information are necessary to prepare the translation, the client will make these available at the time of placing the order (pictures, glossaries, etc.).

3. Prices, terms of payment

All prices are understood as net prices plus sales tax in euros. The legally permissible amount of sales tax will be indicated as a separate item on the invoice at the time of service. Payment is made in euros only. Our invoices are due immediately and are payable in full within 30 days of the date of invoice. Legal provisions concerning the consequences of a delay in payment are in effect. Reminders, invoices and similar communications may be submitted electronically. A client is entitled to a right to set-off only if the counterclaims have been found valid by the court, are undisputed or have been recognized by us.

4. Delivery deadlines, shipping, acceptance

Delivery dates are not binding unless we have confirmed them as binding in writing. The shipment of our services takes place electronically, unless otherwise agreed upon at the time of the order. When the data are sent off electronically or conveyed in any other way to a carrier, risk is passed to the client. The services are regarded as accepted if the client does not notify defects immediately after transmission. Adherence to the stated delivery deadline presupposes the clarification of all questions necessary to perform the service, as described in § 2. In addition, adherence to our obligation to deliver presupposes the timely and orderly fulfillment of the client's obligations. We reserve the right to enter a plea of non-performance. If the customer delays acceptance or culpably violates other obligations to cooperate, we will be entitled to claim compensation for damages up to that point, including possible additional expenditures. We reserve the right to additional claims.

5. Liability for defects

After the transmission of the completed assignment by electronic means or by mail, the client shall immediately inspect the completed assignment and shall notify us of any defects in writing. The client's warranty claims presuppose that she/he has properly fulfilled the above-mentioned obligations to inspect the translation and notify defect.

If the client does not provide a specific terminology for the translation, it is no defect if we use appropriate meanings in the translations that can be found in general dictionaries. Errors arising from incorrect, unclear or incomplete orders as per § 2, documents, examples, media or other information supplied by the client do not constitute defects in our services. Proper names or fixed terms represented in the text to be translated in a non-Roman alphabet can be transliterated in a way that reproduces the sound as exactly as possible, unless the client has stipulated a different transcription. Since we do not make any professional adjustments to the contents, our services are not defective if the text the content of which is dependent on the national context of a country, such as, in particular, legal texts, remains in this national context even after translation.

In the first instance, the warranty is limited to supplemental performance. If the supplemental performance fails twice in a row, the client is entitled to the rights besides repair accorded in Article 634 of the Civil Code. The period of limitation is 12 months from the commencement of the limitation period.

We assume no liability for delays or other damages arising from incorrect, unclear or incomplete orders as per § 2, documents, examples, media or other information supplied by the client.

Under the terms of the law, we assume liability if the client claims compensation for damages due to intent and gross negligence, including the intent and gross negligence of our representatives or subcontractors. As long as we are not charged with an intentional breach of contract, the liability for damages is limited to predictable, typical damages.

Under the terms of the law, we assume liability if we culpably violate an essential contractual obligation. But in this case, the liability for damages is limited to predictable, typical damages.

In any event, the extent of any damages is limited to the amount paid for the assignment, with a maximum of € 25,000.00. We assume no liability for loss of profit. Liability for intentional harm to life, body or health, or other liabilities mandated by law are unaffected. Unless otherwise stipulated above, all liability is excluded.

6. Joint and several liability

A more extensive liability than stipulated in § 5 is excluded, without regard to the legal nature of the claim. This is especially true for claims for damages for negligence in contracting, for other derelictions of duty, or tort claims for damages pursuant to Article 823 of the Civil Code.

The aforementioned limitation also applies if instead of a claim for damages the client requests compensation for useless expenses rather than the performance of services.

To the extent liability for damages towards us is excluded or limited, this also applies to personal liability for damages by our employees, colleagues, representatives and contractors.

7. Liability for damages by third parties

The client undertakes to indemnify us with regard to liability for damages by third parties that arose directly or indirectly in connection with the services we provided to the client. This is the case in particular because translation violates the copyright of third parties.

8. Confidentiality

We undertake to maintain secrecy about all facts we learn during our activity for the client. To the same extent, the client also undertakes to maintain confidentiality. In view of electronic communication and the electronic transmission of texts, we cannot guarantee complete protection of confidential data, because it is impossible to exclude electronic access by unauthorized third parties to the data transmitted.

9. Copyright and property rights

The transfer of the intellectual property rights and fair use of the services rendered is predicated on the condition that full payment has been made for the services as agreed. In the event of a delay in payment we are entitled by contract to request the client to refrain from using the result of the services.

10. Governing law, jurisdiction and place of performance

This agreement is governed by the laws of the Federal Republic of Germany excluding UN sales law and private international law. The venue for legal disputes arising from this contract, as far as it is permissible, shall be Düsseldorf. The place of performance is also Düsseldorf.

11. Other provisions

Changes and supplements to these general terms and conditions or to the agreement must be made in writing and must be designated as such. This provision also applies to any changes to this clause, as well as to notices of termination. If any provision of these terms and conditions or a part thereof is invalid, it shall not serve to invalidate the rest of the provisions.