

Agreement of Terms & Conditions

1. Definition of terms

Translator: The independent contractor and service provider, Vera Petrovic Schön.

Client: The purchaser of service.

Translation: The term Translation for the purposes of this Agreement means a translation or any other translation-related tasks such as transcreation, editing (revision and review), proofreading, etc., that require the skills of a translator.

2. Validity of the Agreement

2.1 This Agreement of Terms & Conditions applies to all business transactions between the Translator and the contracting party (the Client).

2.2 The Client accepts the Agreement of Terms & Conditions when placing the order.

2.3 Any variations or changes have to be acknowledged in writing by the Translator. This also applies to the Client's General Terms and Conditions.

3. Relationship between Parties

3.1 The Translator serves as an independent contractor of the Client in the performance of described Services under this Agreement. Nothing contained or implied in this Agreement creates a relationship of employer–employee between the Translator and the Client nor does it create a joint venture, partnership, or similar relationship between the Translator and the Client. The Translator is free from direction and control over the means and manner of providing the Services, subject only to the right of the Client to specify the desired results, unless otherwise specifically agreed.

3.2 The Client acknowledges that the Translator may perform services for other customers, persons, or companies during the term of this Agreement as the Translator sees fit, subject to the terms of this Agreement.

4. Description of service

4.1 The Translator will provide the service(s) as stated and agreed in the Purchase Order. The Translator shall make every effort to complete service(s) by the agreed due date. The Translator shall not be made responsible for any delay(s) in delivery caused by event(s) beyond the Translator's control (Force Majeure).

4.2 The placing of the order by the Client shall specify the source language, the area of expertise and the purpose of use of the text as well as particular terminology demands or requirements with regard to style.

4.3 Accompanying information material and documents required for the completion of the translation, as well as contact details of the relevant contact person for enquiries with regard to contents, shall be submitted to the Translator by the Client at the placing of the order. If the submitted information material does not suffice, the Translator may request additional topic-specific information material from the Client. Errors and delays resulting from non-compliance with these obligations are at the expense of the Client.

4.4 The translation is produced in complete form, in accordance with the grammatical rules as well as in conformity with the meaning of the text and the purpose of use of the translation to the best of the Translator's knowledge and belief. If the Client has not submitted any accompanying information material or special instructions, technical terms are translated in a commonly accepted and generally comprehensible form. The translation is submitted to the Client in the agreed form.

4.5 In the case that the meaning of a word with several meanings can only be detected from the context, any translation errors are to the expense of the Client if the accompanying information material required for the translation has not been submitted to the Translator by the Client.

4.6 Unless otherwise agreed, the Client can reasonably expect to receive the assigned project no later than the normal close of business on the agreed-upon date of delivery.

5. Charge for services

5.1 The Client agrees to pay the Translator's fee for the above service(s). Payment is due within 30 days. Any payment(s) for fees or costs not received by Translator within said 30 days will be deemed late.

5.2 The Client agrees to be responsible for Translator's costs in collecting late due payments from the Client, including attorneys' fees as appropriate.

5.3 In no event should payment to the Translator be contingent upon payment to the Client by the party who commissioned the work.

6. Cancellation or withdrawal by Client

If the Client prior to the Translator's completion of the service(s) cancels or withdraws any portion of the item(s) described in paragraph 4 above, then, in consideration of the Translator's scheduling and/or performing said service(s), the Client shall pay the Translator the portion of the above fee represented by the percentage of total service(s) performed.

7. Additional fees

Additional fees are payable in the event any of the bellow listed activities are required in order to finalize the service according to agreement.

- A) Investigation, inquiry, or research, beyond normal to a routine translation, required for the reason of ambiguities in the item(s) to be translated.
- B) Additional services are required for the reason that the Client makes changes in the item(s) to be translated after the Translator has started progressing the translation.
- C) Translator is requested to make changes in the translation after delivery of the service, because of the Client's preferences as to style or vocabulary, and such changes are not critical for accuracy.
- D) Translator is requested to make changes in the translation after delivery of the service, because of Client's delay in submitting review comments.

The Translator will always notify the Client prior to starting any of the above service(s).

8. Client's review of translation

8.1 Upon receipt of the translation from the Translator, the Client shall promptly review the delivery, and within 14 days after receipt notify the Translator of any requested corrections or changes.

8.2 The Translator shall be informed in writing about any defect. The notified defect shall be specified precisely. The Translator shall, at no cost to the Client, correct any errors made by the Translator. Corrections requested after said 14 days fall under paragraph 7 above.

8.3 Liability for defects resulting from the violation of the Client's obligation to cooperate or from a defective, incomplete, poorly readable original text or an original text containing inaccurately used terminology is excluded.

9. Confidentiality

All knowledge and information that Translator acquires regarding the business and products of Client/End client, shall be maintained in confidentiality by Translator and, except if explicitly authorized by Client in writing, shall not be divulged or published by Translator and shall not be authorized by Translator to be divulged or published by others.

10. Translation is property of client, copyright

10.1 The Translator retains title to the translation until the remuneration has been paid in full.

10.2 With the complete payment of the remuneration, the Client acquires the right of use for the translation.

10.3 The Translator has no obligation to take any steps to protect any copyright, trademark or other right of the Client with respect to the translation.

11. Indemnification and hold-harmless by the Client

The Client agrees to indemnify and hold the Translator harmless from any and all losses, claims, damages, expenses or liabilities (including appropriate attorneys' fees) which the Translator may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by the Client for use by the Translator in the work performed.

12. Changes by others

The Translator shall have no responsibility what so ever as to any change(s) in the translation, or for pre-translations made by persons other than the Translator, unless otherwise agreed.

13. Severability

If any provision of this Agreement is held to be invalid or illegal, such invalidity or illegality does not invalidate the remainder of the Agreement. Instead, this Agreement is then construed as if it did not contain the illegal or invalid part, and the rights and obligations of the Parties are construed and enforced accordingly.