

# **General Terms and Conditions of Business (T&Cs) of CrossLingua**

## **1. General information**

The General Terms and Conditions of Business (T&Cs) apply to all services and all commercial transactions with customers that come under the service spectrum of CrossLingua. By commissioning these services, these conditions are deemed to have been accepted. Conflicting or supplementary agreements only apply if these have been confirmed in writing.

## **2. Quotations and prices**

2.1 Quotations are non-binding. Prices apply according to the respective description of the service and the respective individual quotation. Any prices listed on the website are guideline prices only. We reserve the right to adjust prices. No liability is accepted for mistakes or misprints. All prices are subject to the statutory rate of VAT applicable.

2.2. Accepting the quotation results in the conclusion of a translation contract between the customer and CrossLingua, in accordance with the conditions specified in the quotation.

## **3. Order placement**

3.1 The customer places the order by email or in an alternative written form. An order only exists once the customer has confirmed the quotation in electronic form or in an alternative written form, and once CrossLingua has sent corresponding order confirmation to the customer in writing.

3.2 The contract is concluded between the customer and CrossLingua in accordance with the conditions specified in the quotation.

## **4. Order execution**

4.1 CrossLingua undertakes to produce all translation work in accordance with the principles of proper professional practice, accurately and competently. Translation of the source text shall take place either literally or to preserve the sense and style of the text, in accordance with the average generally accepted quality standards of the translation industry. The use of specific specialist terminology of the customer shall only take place if a corresponding agreement has been concluded (see 4.3).

4.2 CrossLingua is entitled to use the services of third parties in the execution of all transactions, if this is deemed to be appropriate and reasonable.

4.3 Any contact between the customer and a third party commissioned by CrossLingua requires our express approval.

4.4 The customer undertakes to provide any necessary information regarding the target language and the purpose, as well as any terminology or formatting requirements, at the time of order placement. If the customer requires the use of specific terminology, they are obligated to provide CrossLingua with a corresponding glossary no later than when placing the order. Furthermore, the customer undertakes to remain available by telephone or email during order execution, to answer any questions that may arise.

## **5. Warranty**

5.1 CrossLingua undertakes to translate documents into the respective target language to the best of our knowledge and belief. However, if defects are found in translations and if these are not insignificant, CrossLingua must be notified of these defects within 7 working days of receipt of the translation, in writing or by email. This notification must contain details of the objectionable text areas. If no objection is received within this period, the work is deemed to have been accepted and complaints are excluded. If complaints are justified then the customer has the right to rectification free of charge. The customer is required to grant CrossLingua an appropriate period of grace for this.

5.2 Differences in opinion regarding the text style do not constitute defects.

## **6. Liability**

6.1 CrossLingua shall only be liable for damages that arise due to gross negligence or malice. The maximum liability in this regard is limited to the agreed remuneration sum. Any further claims due to non-fulfilment, for compensation, due to loss of earnings, or any other financial losses arising due to defects are expressly excluded.

6.2 Furthermore, CrossLingua accepts no liability for formatting losses in texts during their processing, the faulty transmission of documents, their loss or damage, e.g. due to viruses, faults or delays arising due to IT system disruptions, data network disruptions, the actions of third parties or force majeure.

6.3 CrossLingua shall not be liable for the legal admissibility, completeness or truthful content of orders placed.

6.4. No liability shall be accepted for damages resulting from defective text submissions from the customer, or for the use of incorrect terminology by the customer in the source text.

6.5 The customer undertakes to hold CrossLingua harmless in relation to all claims made by third parties arising due to an alleged violation of proprietary rights, patent rights, copyrights or other rights to the intellectual property in connection with fulfilment of the contract.

6.6. Furthermore, the customer shall release CrossLingua from all claims of third parties derived from the use of the translation, and thereby excludes all liability on the part of CrossLingua per the provisions of this paragraph.

## **7. Delivery**

7.1 Unless otherwise agreed, delivery of the translation takes place by email by the agreed delivery date. CrossLingua shall inform the customer immediately, if it is not possible to meet the delivery deadline. If the customer cannot reasonably be expected to accept a delay, they are entitled to withdraw from the contract. However, CrossLingua is not obligated to pay compensation in this case.

7.2 The delivery of a certified translation shall take place on paper and via the postal service, unless otherwise agreed. CrossLingua shall not be liable for delivery delays or losses caused by third parties.

7.3 In case of deliveries by email, the customer is responsible for conducting a final check of the texts and files transferred, because it is not possible to exclude changes in the data during transfer. The customer is required to confirm receipt of the documents in writing. All obligations have been met once the translated texts have been sent via the agreed means of transmission.

## **8. Payment**

8.1 Invoice amounts are payable within 14 days of the invoice date with no deductions.

8.2 The customer shall bear all bank charges for payments made from abroad.

8.3 In the event of orders being cancelled by the customer, CrossLingua is entitled to bill for any partial performance already completed.

## **9. Force majeure and other disruptive factors**

CrossLingua shall not be liable for damages that arise due to disruptions to business operations, in particular due to force majeure, e.g. natural events and traffic disruptions, network and server errors, any other line and transmission interference, transmission errors with electronically transmitted data, data impairment due to viruses or spam filters, as well as any other impediments that are not attributable to CrossLingua. In such cases, and in any possible exceptional situation where business operations are partially restricted or halted, CrossLingua has the right to withdraw from concluded contracts, either wholly or partially.

## **10. Confidentiality/data protection**

10.1 CrossLingua undertakes to treat as confidential all transmitted documents and information, and to maintain strict confidentiality regarding all matters of fact and factual connections to the best of our knowledge and belief, where such data and information becomes known to us in conjunction with commercial relationships with customers. This duty of confidentiality also applies to freelance staff. Please note that business operations involving the use of electronic media are at risk of unauthorised access by third parties. CrossLingua accepts no responsibility for any consequences in this regard.

10.2 CrossLingua cannot guarantee the confidentiality of transmitted texts because it is not possible to fully exclude access to electronic data communication by a third party. Furthermore, it is not possible to guarantee protection against malware, although CrossLingua naturally applies the necessary due diligence in this regard. The website data protection declaration applies to the handling of personal data. This can be viewed at:

<https://www.crosslingua.de/de/datenschutz>

## **11. Transfer**

The transferral of rights arising from a contract on the part of the customer must be agreed to in writing by CrossLingua.

## **12. Retention of title/copyrights**

Translations supplied by CrossLingua remain the property of CrossLingua until all receivables owing by the customer have been settled in full. Until then, the customer has no right to use the translations supplied. CrossLingua reserves the copyright to the service provided until full payment has been received.

## **13. Jurisdiction and applicable law**

If one of the provisions should be or become wholly or partially unworkable due to annulment or legal

ineffectiveness, all further provisions shall remain valid. Use of the services is subject to the law of the Federal Republic of Germany. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Cologne.

## **14. Cancellation policy**

14.1 For contracts with consumers, the following applies:

### Cancellation policy

You can cancel your contractual declaration within 14 days, without providing grounds for doing so, in writing (e.g. letter, fax, email). The period commences after receipt of this instruction in writing, although not prior to contractual conclusion and not before we have fulfilled our information obligations in accordance with article 246 § 2 in conjunction with § 1, section 1 and 2 EGBGB (introductory law to the German Civil Code) and not before we have fulfilled our obligations in accordance with § 312e, section 1, clause 1 BGB (German Civil Code) in conjunction with article 246 § 3 EGBGB. The cancellation period is satisfied if notification of cancellation is dispatched in good time. Direct the notification of cancellation to:

Übersetzungsbüro CrossLingua  
Subbelrather Str. 144  
50823 Cologne

Tel. 0221 - 949 66 575  
Fax 0221 - 949 66 574

Internet: [www.crosslingua.de](http://www.crosslingua.de)  
Email: [info@crosslingua.de](mailto:info@crosslingua.de)

14.2 In the event of effective cancellation, both parties are required to return any performance received by them, as well as any resultant benefits (e.g. interest). If you are unable to return the received performance to us in whole or part, or if the condition of this is impaired, you will be required to compensate us for this where applicable. This may lead to you nevertheless being required to satisfy the contractual payment obligations for the period up to cancellation. The obligations applicable in the event of a payment refund must be fulfilled within 30 days. This period commences for you when you send your notification of cancellation, and for us when we receive it.

Your right to cancellation is prematurely invalidated if the contract is satisfied in full by both parties on your express request, before you exercise your right to cancellation.

## **15. Severability clause**

If a provision of this agreement should be wholly or partially ineffective, or if it should subsequently lose its legal validity, this shall not affect the validity of the remaining provisions. The legal regulations shall apply in place of the unworkable provision.