

General Terms and Conditions

Our General Terms and Conditions shall form an integral part of every order given to us.

1. General provision

GLOBAL TRANSLATIONS GmbH is referred to hereinafter as GLOBAL TRANSLATIONS. These General Terms and Conditions apply to all work entrusted to GLOBAL TRANSLATIONS (in particular translations and proofreading, but also interpreting and any agreed consultancy services), except where otherwise agreed in writing.

2. Placing of orders

Except where otherwise agreed between the client and GLOBAL TRANSLATIONS, the translation order is deemed to have been placed when the text reaches GLOBAL TRANSLATIONS, by post, fax or electronic means.

GLOBAL TRANSLATIONS reserves the right to reject orders which it cannot perform for delivery date, capacity or other reasons or which relate to unreasonable or unlawful texts, and to inform the police if need be.

When subsequent orders are placed, the client is to inform GLOBAL TRANSLATIONS of that fact and, if possible, to quote the previous order number.

GLOBAL TRANSLATIONS accepts no liability if the client erroneously places more than one order with GLOBAL TRANSLATIONS for the translation of the same text. Where this occurs, GLOBAL TRANSLATIONS may issue invoices for all the orders placed with it. The client must inform GLOBAL TRANSLATIONS in advance if it sends the same text to be translated for the same order by different means (e.g. by post and e-mail) to GLOBAL TRANSLATIONS.

If the client places orders with GLOBAL TRANSLATIONS on behalf of third parties (e.g. if advertising agents send texts for translation on behalf of their own clients), the client shall be liable for payment unless GLOBAL TRANSLATIONS is provided with a written authority from the third party authorising the client to place the order in the name and for the account of the third party.

3. Intended purpose/Quality

When placing the order, the client must state the intended purpose of the translation (e.g. printed product for external use or internal use for information only).

Instructions for the completion and delivery of the translation must be given to GLOBAL TRANSLATIONS in writing when the documents to be translated are provided.

GLOBAL TRANSLATIONS undertakes to deliver the translation to a professional standard appropriate to the order (intended use, client's instructions, urgency) and nature of the original document.

However, GLOBAL TRANSLATIONS is not required to satisfy the client's subjective style preferences regarding the text. If these preferences are not met, the client is not entitled to reduce the price. If stylistic revision is requested, the client must pay GLOBAL TRANSLATIONS additional costs for amendments at the agreed rates.

The original document supplied to GLOBAL TRANSLATIONS by the client shall be used as the basis for translation. GLOBAL TRANSLATIONS cannot accept liability for errors caused by a lack of clarity or ambiguous phrasing in the original document or by the fact that it is incomplete or illegible.

Translations intended for publication must always be submitted to GLOBAL TRANSLATIONS for proofreading (press proof) prior to printing; otherwise GLOBAL TRANSLATIONS accepts no liability for any translation errors. This proofreading does not comprise a review of typographic or other design aspects (e.g. page breaks, association of texts with illustrations/diagrams, etc.). A review of that kind will only be undertaken by GLOBAL TRANSLATIONS by special agreement and for separate payment.

4. Quotes/Billing/Payments

Quotes submitted by GLOBAL TRANSLATIONS are deemed to be binding when GLOBAL TRANSLATIONS has viewed the documents and confirmed the price in writing.

GLOBAL TRANSLATIONS quotes are valid for 30 days from the date of issue.

Quotes submitted by GLOBAL TRANSLATIONS are estimates, unless specifically agreed otherwise (e.g. flat-rate quote).

Except where specifically agreed otherwise (e.g. flat-rate price), the invoice for orders performed by GLOBAL TRANSLATIONS will be drawn up on the basis of the translation and calculated according to the actual costs and rates stated in the currently valid price list. The client may be billed for the costs of special delivery services and exceptional postage and communication charges.

Credit outstanding to GLOBAL TRANSLATIONS must be paid within 30 days of the invoice date.

All intellectual property rights in the translations performed remain the property of GLOBAL TRANSLATIONS until payment has been received in full.

5. Delivery

GLOBAL TRANSLATIONS performs translations as quickly as possible according to the nature of the order and quality assurance requirements.

Delivery dates are binding only if they have been expressly confirmed as such by GLOBAL TRANSLATIONS in writing.

For urgent orders, GLOBAL TRANSLATIONS reserves the right to charge an express surcharge and/or to impose a caveat as to quality.

GLOBAL TRANSLATIONS shall deliver the translation by the means requested by the client in the order (post, fax, e-mail). If the client has not given any particular preference, GLOBAL TRANSLATIONS will choose the means of delivery at its own discretion.

GLOBAL TRANSLATIONS is not liable for delays and errors in transmission. Delivery dates are deemed to have been met if the translation is dispatched in good time by GLOBAL TRANSLATIONS having regard to the forwarding period normally expected for the chosen means of transmission, so that it is reasonable to assume that the translation will reach the client at the desired time.

If delivery is impossible because of a power failure or interruption or breakdown of electronic data transmission, the delivery will be made at the earliest opportunity or a different means of transmission will be agreed. This does not entitle the client to withdraw from the contract or make deductions from the payment.

6. Confidentiality

GLOBAL TRANSLATIONS will not disclose the client's documents to third parties, except for forwarding to its translators and, on the client's instructions, to graphic designers, printers, etc.

If the client does not specifically designate the text or translation as confidential and has not given corresponding instructions regarding its transmission to GLOBAL TRANSLATIONS (encryption in e-mail traffic, personal addressing, etc.), GLOBAL TRANSLATIONS is entitled to treat the client's documents and the translation as ordinary commercial correspondence and is, in particular, not required to transmit the texts in encrypted form by e-mail.

7. Safekeeping of documents

Where the documents delivered by the clients are not clearly stated to be originals or clearly recognisable as such, GLOBAL TRANSLATIONS may assume them to be copies. These will not be returned to the client unless that is specifically requested.

GLOBAL TRANSLATIONS is responsible for the client's original documents as long as they remain in its possession.

On delivery of the translation and after receipt of payment, GLOBAL TRANSLATIONS is under no further obligation to keep the translations and documents delivered by the client.

8. Cancellation

If a translation order is cancelled or postponed by the client, it shall be liable for all work performed and costs incurred up to the date of cancellation or postponement.

9. Acts of God

In the case of acts of God (strike, fire, economic disputes, natural disasters, acts of war) and other unpredictable events or occurrences beyond the control of GLOBAL TRANSLATIONS (such as failure or breakdown of electronic transmission) which demonstrably influence performance of the contract, GLOBAL TRANSLATIONS must inform the client without delay, stating the reasons. Acts of God entitle both GLOBAL TRANSLATIONS and the client to cancel the contract.

The client shall, however, in every case be liable to GLOBAL TRANSLATIONS for payment in respect of work already done and delivered and for the related costs.

10. Complaints

Complaints must be directed to GLOBAL TRANSLATIONS by the client in writing within, at the latest, 14 days of delivery of the work, stating the reasons for the complaint.

Where the complaints are attributable to a fault on the part of GLOBAL TRANSLATIONS, the latter shall arrange for the translation concerned to be revised or retranslated at its own expense.

GLOBAL TRANSLATIONS expressly declines any further warranty.

11. Liability

GLOBAL TRANSLATIONS is required to perform all orders with due diligence. It is liable to the client for direct damages caused by gross negligence or deliberate intent in connection with an order. The liability is confined to the payment for the order concerned at a maximum. Liability for minor negligence and indirect damages such as loss of profit, claims by third parties against the client, etc., is excluded, in so far as this is permitted by law.

12. Place of performance/Place of jurisdiction/Applicable law

The place of performance for all obligations arising out of an order and the SOLE PLACE OF JURISDICTION is BIEL-BIENNE. Every order placed with GLOBAL TRANSLATIONS is subject to Swiss law and in particular Art. 363 ff. (Works Contract) of the Swiss Code of Obligations.