

**UNIDIOM** making sense

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CREATIVE SERVICES

# GENERAL TERMS AND CONDITIONS

## 1. AREA OF APPLICATION

All services of Unidiom offered exclusively on the basis of these General Terms and Conditions, hereafter: GTC. Deviations from this GTC are only allowed in individual cases and always require the written consent of Unidiom.

## 2. CONCLUSION OF CONTRACT

All contracts concluded with Unidiom based on this GTC have to be recorded in writing. In particular cases, where the contract was concluded verbally, the contractual partner of Unidiom (hereafter called customer) is bound to these GTC issued in advance.

## 3. OBLIGATION TO CONFIDENTIALITY

Any work offered by Unidiom will be carried out with the utmost discretion, as well as all communications will be treated strictly confidential. This confidentiality obligation applies to the whole internal communication of Unidiom just as to all communications with any authorised subcontractors.



## 4. OBLIGATION TO CO-OPERATE

The customer agrees to co-operate completely throughout the whole duration of the processing of the concluded contract up to its fulfilment. In case of translation works Unidiom must see the source text and all relevant auxiliary material for inspection before the conclusion of the contract. The customer must check in advance all material regarding correctness and completeness and display any found defects and shortcomings immediately. Furthermore, the intended purpose of the ordered work has to be declared. The source text must be composed according to the norms and regulations of the respective language. Peculiarities, if desired, regarding the form and or style of the translation, must be communicated in time. Ultimately, the customer has to clarify specific terminology in complex technical texts without prompting and before concluding the contract. Without appropriate participation by the customer the source text will be translated into generally accepted terminology. All arising objections regarding shortcomings of the translation itself or the processing period that clearly result from non-compliance with this obligation to co-operate can not be laid at the expense of Unidiom. The accuracy of these regulations can be confirmed by consulting DIN standard 2345.

## 5. WARRANTY AND LIABILITY

Unidiom reserves the right to free translation amendments and rectification of defects. In the event that this right is denied, the customer can not withdraw from the contract. Asserted defects have to be claimed immediately, providing precise details, and in writing. Without any complains made in the period of 14 days after the reception of the work in question it is automatically stated approved by the customer. Objections with regard to style, terminology or format will be admitted only if the work is differing heavily from the agreed terms communicated beforehand. As long as no special requirements are communicated nothing can be censured in hindsight. Unidiom can not be hold liable neither for problems occurring during the transfer of data (e-mail, post, etc.) nor for an insufficient translation due to a faulty source text and or auxiliary material. The same applies to any damages incurred that are not a verifiable result of deliberate wrongdoing or gross negligence by the translator. Subsequent post-processing requests that neither can be justified by mistranslation nor are consistent with the agreed contract volume will be billed separately according to the pricing basis of the corresponding quotation. Indemnification claims will be regulated by the pecuniary loss liability insurance of the translator if existent, commonly according to the applicable conditions of the policy.



## 6. COMPENSATION

Subject and corresponding fee of the contract have to be recorded transparently and understandable in writing and at full length. The price of a translation is determined among others by the complexity factor and thereby difficulty of the source text and or the target text, the given time frame with regard to deadlines and the agreed design effort. The basic amount that will be priced for each work is 15,- €. For express orders, that imply working times outside regular office hours (Monday to Friday – 10 a. m. to 4 p. m.), on weekends and public holidays, a premium of at least 50 % will be applied to the usual remuneration. Any different payment modality demands a separate written agreement. Additional expenditure desired by the customer, that did not form part of the original written contract, exacts supplementary invoicing. Invoices have to be paid according to the stipulated modalities and terms for each contract. After the stipulated period Unidiom reserves the right to impose overdue fines compensating eventual resulting damages by the delay. If not agreed otherwise, the invoice address will always be the given address of the customer. Consumer customers, new customers as well as all customers whose billing address is not located in the area of jurisdiction of the Federal Republic of Germany could be committed to an advance payment.

## 7. CANCELLATION

In case of cancellation of orders the customer is bound by contract to remunerate Unidiom for all expenditures and services provided by the time of the withdrawal of the order, irrespective of its reasons. The generally imposed base amount is 15,- € or, if higher, at least 25 % of the respective, final service costs. The staggering of the remuneration invoiced for cancellations is as follows: Cancellations made within seven days or less before the due date are imposed with 50 % of the contractual invoice total; Cancellations up to three days or less before the due date are imposed with the agreed full contractual invoice total. It rests with the customer to submit evidence that the damage resulted to Unidiom is less than the amount finally invoiced.

## 8. INTELLECTUAL PROPERTY AND COPYRIGHT

All work carried out by Unidiom remains its intellectual property until the final sale. An effective sale is closed by the full amortisation of all services invoiced. The copyrights to Unidiom's product purchased by the client are only assigned in special cases and after written agreement.



## 9. APPLICABLE LAW AND SEVERABILITY

The applicability of these GTC shall not be affected by individual provisions being null and void.

The contract based on these GTC and the claims arising from it are subject to German law.

## 10. JURISDICTION

The place of jurisdiction for all disputes arising from the contract shall be Bautzen.

Singwitz, 21 March 2017

