

General Terms and Conditions

1. Scope

These terms and conditions shall apply to all contracts for technical translations or other services set out in writing between GET ENERGY Gerhard Brandel (hereafter referred to as GET ENERGY) and the client, insofar as no other agreement has either been expressly made or is mandatory by law. The client's terms and conditions are binding only if GET ENERGY has expressly acknowledged them in writing. Verbal subsidiary agreements are not legally binding. Amendments of the terms and conditions, including the clause requiring the written form, have to be made in writing.

2. Order processing

The translation shall be performed according to the principles of proper professional practice and with the utmost accuracy. The client shall receive the translation copy contractually agreed upon.

The client shall be responsible for making available, completely and on time, all documents to be processed and has to inform about special modes of the order execution (data medium, translation layout and formatting). The client has to procure early enough all information and documents required to provide the translation (glossaries, pictures, drawings, charts, abbreviations, etc.). All documents have to be delivered in written form or as electronic files. The client shall bear the costs, if any, arising from necessary changes.

An order shall come into force when the client has given consent in electronic or other form and when GET ENERGY has confirmed the order in electronic or other form (email, fax, post). Verbal order placements or orders placed by telephone have to be set out in writing by one party and confirmed by the other party by fax, post or email.

3. Prices

All prices quoted are understood to be exclusive of the legally applicable VAT, which shall be shown separately, if necessary.

Quotations can be made. However, they serve as guidelines only and are not binding.

Prices are based on the difficulty of a text. The difficulty evaluation is at GET ENERGY's discretion. Translations are billed per line or on flat fee basis. A standard line consists of 55 keystrokes including spaces.

Proofreading will be billed at an hourly rate.

Apart from the price proper GET ENERGY shall claim the payment of all costs incurred and agreed on with the client.

In case of substantial orders a down payment or payment by instalments according to the respective quantity of text translated may be required.

4. Delivery and payment

Delivery dates have to be made in writing. Unless otherwise agreed, the delivery shall be effected by email. The client shall bear all risks related to the transmission of the documents.

Payment is due immediately after acceptance of tendered documents. All bills are to be paid, without deductions, within a period of 14 days from the date of issue. All work remains the property of GET ENERGY until full payment has been made.

Bank charges shall be borne by the client.



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Energy Translations for Better Communication

5. Complaints

Claims as to defective translations have to be lodged within 10 days from the dispatch date. Claims are restricted to the correction of translations. Claims cannot be asserted insofar as the defect does not affect the translation to a significant extent. Layout, personal taste or issues of interpretation are subjective criteria on which claims cannot be brought to bear.

6. Liability

GET ENERGY shall be liable only in case of gross negligence and intent. Liability shall be limited to damages foreseeable for this type of contract and shall not exceed the order value.

GET ENERGY shall not be liable for incorrect translations caused by the client's procurement of faulty or incomplete information, or information that has not been made available on time, or the client having provided defective or illegible original texts.

GET ENERGY shall not be liable for damage or loss of documents on dispatch, nor for delayed deliveries due to force majeure (e.g., strike, commotion, natural disasters) or technological problems (e.g., email server or network failures). GET ENERGY shall be granted an acceptable extension period if the delivery deadline cannot be met as a result of force majeure.

GET ENERGY shall not be liable for damages resulting from computer viruses.

7. Confidentiality and data protection

All texts, information and documents shall be treated with utmost confidentiality.

Electronic data transmission facilitates data misuse. The client shall apply, therefore, security measures of his own to protect sensitive data against unauthorized access.

8. Reservation of ownership and copyright

Should a claim be made against GET ENERGY stating that a translation has violated an existing copyright or should third party claims be lodged, the client shall be obliged to release GET ENERGY in full from the claims.

The translation shall remain GET ENERGY's property until full payment of all current and future receivables. Insofar as copyrights or other property rights arise in the person of the translator in the exercise of the translation, they expressly remain with the translator, provided they have not contractually been transferred to the client.

9. Applicable law

Should any of the aforementioned terms and conditions be or become null and void, the validity of the remaining terms and conditions of the General Terms and Conditions shall not be affected. The contractual relationship and further business connections between the client and GET ENERGY are solely subject to German law, excluding the United Nations Convention on Contracts for the International Sale of Goods.

Place of jurisdiction and fulfilment for both parties, if legally permitted, is GET ENERGY's business location.