

General Terms and Conditions

MERFU: TRANSLATIONS AND TRAINING

§ 1 Scope of Application

1. These General Terms and Conditions apply to all Services provided to you unless otherwise agreed between the parties in writing. In issuing a Contract the Client recognizes and accepts these General Terms and Conditions.
2. These General Terms and Conditions apply to the entire business relationship between MERFU: TRANSLATIONS AND TRAINING and the Client, including future contracts.
3. Clients are legal persons as well as individuals.

§ 2 Quotations

Quotations are not binding on us and a Contract will only come into being when we issue a written confirmation of your Order.

§ 3 Purchase order

1. The Client shall place an order for services via e-mail or post. The source material is to be sent to the address indicated on the site under "Contact".
2. When issuing an Order, the Client is obliged to stipulate the target language, the subject area, the purpose of the translation, particular wishes regarding terminology as well as layout and delivery date. By sending the online order, the Client agrees to be bound by these Terms and Conditions.
3. The Client shall be obliged to supply MERFU: TRANSLATIONS AND TRAINING with all the information or documents necessary for the performance of the translation in due time.
4. If the customer transmits additional passages of text after placing the order and after an agreement on a delivery date, the delivery date and the price will be re-negotiated.

§ 4 Usage rights

The Client represents and warrants that it owns or is licensee of the Source Material(s) and all components thereof, and that translation of the Source Material(s) and publication, distribution, sales or other use of the deliverable shall not infringe upon any copyright, trademark or patent, or other right of any third party.

The Client undertakes to keep MERFU: TRANSLATIONS AND TRAINING and/or the Translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases. The Client undertakes to keep MERFU: TRANSLATIONS AND TRAINING and/or the Translator harmless from any legal action, including but not limited to, defamation, which may arise as a result of the content of the original source material or its translation.

§ 5 Delivery

1. The delivery date will be established after the Client has supplied all information necessary for the performance of the translation.
2. Delivery deadlines are provided to the best of the Translator's knowledge and ability, and can only ever be estimated deadlines that are not formally binding. MERFU: TRANSLATIONS AND TRAINING shall not be held liable to the Client if fulfilment of its obligations under the contract is prevented or hindered by Force Majeure. For the purposes of this condition, Force Majeur shall mean any circumstance beyond the control of MERFU:TRANSLATION AND TRAINING and/or the Translator or of an unexpected and exceptional nature such as:

(a) Strikes

(b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.

(c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.

(d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.

(e) Impossibility of the use of public or private telecommunications networks.

3. MERFU: TRANSLATIONS AND TRAINING will make every effort to ensure that delivery dates are honoured. However, unless expressly agreed with the Client, time is not considered to be critical and no delay shall entitle the client to reject any delivery or performance or to repudiate the Contract.
4. The delivery shall be considered to have been performed in due time when the translation is delivered to the mail company or the courier service or when the same is being sent electronically. MERFU: TRANSLATIONS AND TRAINING shall not bear responsibility for damages which occur in transit.
5. Depending on the request of the Client, the translation shall be forwarded by ordinary mail, by a courier service, by fax or by email. The forwarding costs shall be assumed by the Client.

§ 6 Price and payment

1. Unless otherwise stated, prices are in EUROS and are exclusive of value added tax and any other tax or duty. The cost calculation is based on the standard line (55 characters, inclusively spaces).

2. Translations which are delivered to the customer by e-mail, fax or post, are to be paid in advance, by bank transfer. The delivery date of the translation will be established after the Client has proved the bank transfer. If the customer picks up translation in person, payment is accepted upon receipt of the purchase.

3 The total cost of the translation will be calculated on the basis of the prices available on our webpage at the moment of the order placement. Additional charges are applied for certified and specialised translations, less accessible formats, urgent and express deadlines, translation services during the weekend.

§ 7 Ownership

The translation shall remain the property of the Translator until complete payment has been received from the Client. Until this moment, the Client shall have no right to use the translation, copy it and send it to third parties or usufruct the translation in any way.

§ 8 Execution

The translation shall be completed in accordance with grammatical rules and in keeping with the sense of the text and the purpose for which it is intended to the best of the Translator's knowledge and ability. Should supplementary information or special stipulations not be provided by the Client, then technical terms will be translated in accordance with general usage and so as to be generally comprehensible. Stylistic editing does not constitute part of the translation service. MERFU: TRANSLATIONS AND TRAINING cannot guarantee conformance to the subjective preference of the Client.

§ 9 Correction of mistakes

1. Any discrepancies must be highlighted to MERFU: TRANSLATIONS AND TRAINING within 10 working days upon receipt of the translated material, otherwise the translated material is considered to be accurate. Discrepancies must be submitted in a manner that accurately demonstrates the nature of the complaint, i.e. proof of perceived inaccuracies must be demonstrated.

2. There shall be no liability for defects arising from the breach of the duties in § 3 or which are caused by erroneous, incomplete, terminologically incorrect or poorly legible translation documents.
3. The Client can set MERFU: TRANSLATIONS AND TRAINING a reasonable time limit within which the notified error is to be resolved, and can refuse to accept the removal of the error after the end of the time limit. After the period of notice has elapsed the Client is entitled to demand a reduction in the fees payable.
4. Lodging a complaint shall not release the Client from its payment obligations.

§ 10 Liability

1. We shall incur no liability to you for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Contract, whether orally or in writing, and you shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.
2. We shall not be liable for loss of profits, business, contracts, revenue, damage to your reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever.
3. Our entire liability to you under any Contract including but not limited to in respect of the Services and the Translated Works shall not exceed the price payable to us by you under the Contract to which any claim relates.
4. MERFU: TRANSLATIONS AND TRAINING can in no way be held responsible for the legal or illegal use made by the Client of the documents translated, e.g. multiplication for commercial purposes and advertisement or other purposes.

§ 11 Availability of our site

1. We will try to make our Site available but cannot guarantee that our Site will operate continuously or without interruptions or be error-free and can accept no liability for its unavailability.
2. We shall incur no liability to the Client for any possible malfunctions of the Internet, which are beyond the sphere of influence of MERFU: TRANSLATIONS AND TRAINING, and for any losses or damages caused by viruses, Trojan horses, autodialers, spasm etc. MERFU: TRANSLATIONS AND TRAINING shall assume no liability in the event of client data being lost or deteriorated because of the electronic transfer.

§ 12 Cancellation

1. In the event that a translation order is cancelled by the Client, which should be done in a formal and explicit way, the followings costs shall be charged:
 - ◆ cancellation 4 days before the agreed delivery date: 50% of the fee
 - ◆ cancellation 2 days before the agreed delivery date: 75% of the fee
 - ◆ cancellation 1 day (or less) before the agreed delivery date: the full price for the Contract.

§ 13 Confidentiality

The Translator agrees to maintain secrecy regarding the content of the documents to be translated, the informational material provided to him/her on the occasion of the performance of the contract as well as all facts disclosed in connection with the business relationship. Unless explicitly agreed otherwise, MERFU: TRANSLATIONS AND TRAINING shall be entitled to hire third parties to carry out the order (in full or in part), without prejudice to the Translation Agency's responsibility for the confidential treatment and proper execution of the order. MERFU: TRANSLATIONS AND TRAINING shall require any such third party to observe this code of confidentiality. However, the Translation Agency shall not be liable for any breach of confidentiality by such third parties if it can sufficiently demonstrate that it was unable to prevent the same. You acknowledge that any Original Works and Translated Works submitted by and to you over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that we have no liability for the loss, corruption or interception of any Original Works or Translated Works.

§ 14 Copyright

1. The Translator is owner of the copyright to the translation.
2. The Client shall release the Translator from copyright claims that could be asserted against the Translator on the basis of the translation, even by third parties.

§ 15 Miscellaneous

1. If any provision of these Terms and Conditions is or becomes invalid or unenforceable it will be severed from the rest of the Terms and Conditions so that it is ineffective to the extent that it is invalid or unenforceable and no other provisions of the Terms and Conditions shall be rendered invalid, unenforceable or be otherwise effected.
2. MERFU: TRANSLATIONS AND TRAINING reserves the right to change these Terms and Conditions as well as the information presented on its webpage.

§ 16 Applicable Law, Place of Jurisdiction

German law shall apply to these terms, notwithstanding the jurisdiction where you are based. You irrevocably agree that the courts of Germany shall have exclusive jurisdiction to settle any dispute which may arise out of, under, or in connection with these Terms and for those purposes irrevocably submit all disputes to the jurisdiction of the German courts. The place of performance shall be Dortmund.