

**Terms and Conditions  
of Kurt Rehkopf  
Heinrichstraße 1  
22769 Hamburg**

Effective as of June 2014

**Preamble**

Subject matter of orders given to Kurt Rehkopf is the service agreed upon, not a certain success. To carry out an order, Kurt Rehkopf may use the services of external experts, if necessary. Kurt Rehkopf is liable for the persons hired, who act as subcontractors.

**§ 1 Subject Matter of the Contract**

1. Subject matters of the contract are

- a. Translations of text from English into German,
- b. Proofreading of text in German,
- c. Copyediting of text in German.

2. The order is placed in writing by the client via e-mail, fax or postal mail. If the order is transmitted electronically, the client's original signature is not required for the order to be legally binding.

3. The translation shall be completed by the date agreed upon. Kurt Rehkopf delivers a copy of the translation to the client

- via e-mail as attachment or
- via fax (if the translation does not exceed 10 written pages) or
- via postal mail (delivery depending on the address of the client, minimum 3 weekdays).

4. In line with the date of delivery agreed upon, the client submits, unasked and in time, any information and all documents/materials necessary to accomplish the order.

Kurt Rehkopf is not to be held responsible if the execution of the order is disturbed, partly precluded or completely precluded due to missing documents/materials; Kurt Rehkopf takes no liability for the consequences of any such impediments.

5. The client expressly points out any particularities of the translation pertaining to

- the origin of the text,
- the subject-specific context, or
- technical terms.

Upon request, the client must explain these particularities.

The client communicates the technical terms to be used in the translation to Kurt Rehkopf; Kurt Rehkopf has no obligation to research technical terms. If research is desired, payment for additional research time shall be subject to a separate agreement.

Queries by Kurt Rehkopf concerning ambiguities in the original or source text are taken for granted while the order is being carried out. If need be, the ambiguities are to be treated separately or reworked in an agreed-upon extra time extending the final deadline.

**§ 2 Warranty/Liability**

1. The deadline for the translation is agreed upon when the order is placed; it has to be a matter of mutual consent. In case of dispute, the written confirmation of the deadline by Kurt Rehkopf is relevant for the decision.

2. Withdrawal from the contract and warranty are subject to German law:

- Withdrawal §§ 346 ff. BGB
- Warranty/Contract to produce a work §§ 631 ff. BGB

The following applies in particular:

Kurt Rehkopf is only liable for loss or damage of any kind as resulting from grossly negligent or intentional behavior of Kurt Rehkopf.

### **§ 3 Copyright/Indemnification/Reservation of Proprietary Rights**

1. The copyright of the translation is the property of Kurt Rehkopf, and becomes the client's property only after receipt of full payment for the translation. Until then, the client has no right of use.
2. The client shall indemnify Kurt Rehkopf against all third-party claims of forbearance/liability based on regulations of intellectual property rights, such as in patent law (PatG), trademark law (MarkenG), design law (GeschmMG), copyright law (UrhG), or unfair competition law (UWG). The enumeration is not to be understood as conclusive.
3. As far as copyrights arise in favor of the translator, these remain expressly with Kurt Rehkopf, unless they are transferred to the client by special agreement.

### **§ 4 Confidentiality**

Both parties must keep all contract related matters confidential; this applies for the period of the contract and thereafter, especially pertaining to all technical and business documents/materials and economic circumstances regarding the translation order, as well as to the translation itself. Documents and other materials placed at Kurt Rehkopf's disposal are not to be revealed to a third party. Upon completion of the order, they are to be returned to the client or destroyed upon request of the client; this does not apply to the translation itself.

### **§ 5 Payment**

1. Upon request, Kurt Rehkopf will issue a quote for the prospective work. Verbal estimates are not binding.
2. The amount and regulations of payment for the subject matter of the contract (see § 1 above) are laid down in a separate agreement between Kurt Rehkopf and the client.
3. According to German law, default is effective without reminder 30 days after due date and receipt of consideration.
4. Late payments will be assessed a penalty of
  - 6 percentage points annually above the base rate for individuals and
  - 10 percentage points annually above the base rate for all other clients.

### **§ 6 Governing Law/Place of Jurisdiction**

1. All contractual relations between the client and Kurt Rehkopf shall be governed by German law.
2. Place of business and place of jurisdiction is Hamburg, Germany.

### **§ 7 Severability Clause**

If any of the provisions of the contract are or become invalid, their invalidity shall not affect the remaining parts of the contract. The invalid or unenforceable provision is to be replaced by interpretation of the parties' intentions and/or by the corresponding legal regulations.

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