

# Order Form for Translations

Please print, fill in, sign the form and return  
via post, fax or email to  
Übersetzungsbüro Monika Heil.  
Thank you!



Übersetzungsbüro  
Monika Heil  
Gaustr. 27  
67655 Kaiserslautern

## Your contact details :

Name : \_\_\_\_\_  
Function : \_\_\_\_\_  
Company : \_\_\_\_\_  
Street / Number : \_\_\_\_\_  
Postcode / Location : \_\_\_\_\_  
Telephone : \_\_\_\_\_  
Fax : \_\_\_\_\_  
E-Mail : \_\_\_\_\_

## This is to issue the following translation order :

Type of document : \_\_\_\_\_  
Source language : \_\_\_\_\_  
Target language 1 : \_\_\_\_\_  
Other target languages : \_\_\_\_\_  
Desired style of translation :  
 close to the original text    word for word  
 free in the sense of a promotional language    factual-technical

With certification :  Yes    No

Price per line (standard line 52 characters incl. spaces) according  
to offer: \_\_\_\_\_ € net excl. VAT.

Comments : \_\_\_\_\_

Date : \_\_\_\_\_ Signature : \_\_\_\_\_

I have taken note of the General Terms and Conditions (GTC).

Übersetzungsbüro  
Monika Heil  
Gaustr. 27  
67655 Kaiserslautern  
Tel.: 0631 / 341 00 449  
Fax.: 0631 / 340 44 79  
kontakt@uebersetzungen-kaiserslautern.de  
www.uebersetzungen-kaiserslautern.de

VAT ID no. : DE 250383282

Monday - Thursday:  
09:00 - 12:00  
15:00 - 17:00

Friday:  
09:00 - 15:00

or scheduled appointments

### Bank Details:

Account holder:  
Monika Heil  
Übersetzungsbüro

Account number:  
100963651

Sort code:  
54050220

Bank:  
Kreissparkasse Kaiserslautern

IBAN :  
DE75 5405 0220 0100 9636 51

BIC :  
MALADE51KLK



# General Terms and Conditions

Übersetzungsbüro Monika Heil  
Gastr. 27, 67655 Kaiserslautern



## 1. General

Our translations are exclusively carried out to the present terms and conditions. Any other agreements require our explicit written confirmation.  
Any and all types of orders must define the subject matter of the business explicitly; modifications, confirmations or repetitions must be indicated as such. Performance by third parties: we can delegate the execution of any business to third parties, if we deem this appropriate and reasonable. We are only liable for the careful selection of third parties. However, we are obliged to assign any claims against third parties at the customer's request.

## 2. The Basis of Calculation

Translations are calculated according to the scope and the level of difficulty. The scope is determined according to the number of lines in the target language.

On average a translation line has 50-55 keystrokes. Lines started from the 30th character onward will be calculated in full. When it comes to lists with individual terms, each term is valid as one line. When using tables and directories (e.g. word lists) the standard line is halved due to the substantial extra work required.

Expensive layout formatting work is undertaken upon request, however it will be additionally invoiced according to the expenses. If no Latin characters are used in the target language, the number of lines are calculated by means of the source language.

The texts are divided as follows according to difficulty:

- easy: texts which do not contain any technical terms
- difficult: texts which contain technical terms, such as technical manuals, contracts, notary certificates, specialized correspondence etc.
- extremely difficult: texts which require specific knowledge based on both the specialized terminology used as well as the translator's topic beyond the language knowledge. Texts which in addition to translation need to be processed both appellatively and according to mentality.

We reserve the right to classify the texts corresponding to the aforementioned levels of difficulty.

Rush orders and such which on the basis of a late delivery need to be completed in part or in full outwith the regular working hours (e.g. evenings or over the weekend) are calculated with surcharges of 50 to 100%.

Minimum charge for translations: Per order and language, at least 20 lines are calculated even if the text appears to be shorter.

Another form of remuneration require a written agreement.

The expenses agreed upon with the client are placed in the invoice in addition to the payment. In case of late payment a dunning charge of EUR 9 will be demanded per dunning letter.

## 3. Client's Duty to Participate and Inform

DIN EN15038 will be applicable for the client's duty to participate. For translations, the client must state the purpose of the target text. The source text presented by the client must be written according to the rules of the respective language. In case of complicated texts, the client is obliged to participate when dealing with the clarification of technical terminology. Without appropriate participation the text will be translated in the customary technical language. The client must inform Übersetzungsbüro Monika Heil on time about any special styles of the translation. If the translation is required for print, then the client must deliver Übersetzungsbüro Monika Heil with a galley proof for release. Without being asked and on time, the client must deliver Übersetzungsbüro Monika Heil with information and documents which are necessary for the preparation of the translation. During any type of remote transmission of translated texts, the client must immediately check the correctness and completeness of the transmission and must indicate defects immediately. Übersetzungsbüro Monika Heil shall not be held accountable for errors or damages which result as a consequence of the noncompliance of the duty to participate on part of the client. Übersetzungsbüro Monika Heil is entitled to deviate from the date of delivery stated by the client, if the client does not participate according to the rules.

## 4. Cancellation

If the client cancels a translation issued to Übersetzungsbüro Monika Heil, the services rendered up to that point in time must be remunerated and the expenses already incurred must be paid for. Cancelling assistance tasks, paper work or graphic work requires the client to pay 30% of the agreed payment. If a cancellation takes place within four to seven days prior to the agreed date, 60% of the payment must be paid. Cancellations within 3 days prior to the date requires the payment of 100% of the agreed payment. The client reserves the right to prove that no damages and/or smaller damages occurred.

## 5. Claims and Liabilities

Übersetzungsbüro Monika Heil is only held liable by the client for the demonstrable damages incurred due to the faulty execution of the contract, in cases of gross negligence or intent. Linguistic, factual or errors in methods of writing must be reported immediately.

The client is entitled to an improvement; should an improvement of the text not be possible or even backfire the client can demand a transformation or reduction. A right of retention due to alleged defects is excluded in case of professional fees in terms of the HGB [German Code of Commercial Law].

If the client does not require a correction, for whichever reason, he is not entitled to reduce the fees or refuse the payment. If the client does not give the translator the opportunity to carry out an improvement within a reasonable period of time, the transformation and damage compensation are excluded.

If the client does not just want to use the translated text for information purposes but also for publication or even for advertising purposes, then the client must place a special order for the text to be published and/or for the adaptation of the advertising text. Conditions are agreed upon depending on the individual cases. If the client neglects these special orders and publishes the translated text, the client cannot demand a damage compensation which results in the fact that based on a translation error or a defective adaptation the publication must be repeated.

## 6. Dispatch/Delivery

The postal dispatch and the electronic transmission is made at the client's risk.

## 7. Reservation of Proprietary Rights

Until the complete payment of services has been carried out the translation will remain property of Übersetzungsbüro Monika Heil. Until then, the client has no rights of use. Übersetzungsbüro Monika Heil reserves all copyrights.

## 8. Applicable Law/Partial Invalidity

German law is applicable for the contract and for the claims which result out of it. The efficacy of the GTC shall remain valid if individual conditions are deemed invalid or ineffective.

## 9. Place of Performance and Jurisdiction

Place of performance is Kaiserslautern

Place of jurisdiction is Kaiserslautern

## 10. Contract language

Contract language is German