



§1 Data Protection

SIGMA translations GbR commits itself to treat all conveyed documents and information confidentially and to maintain the strictest confidence about factual connections in relation to all business related matters. Free coworkers are obligated to exercise complete discretion. SIGMA translations GbR stores your data exclusively in order to the handling of order, accounting and information exchange with the clients. Using our web page the client agrees to the storage of this data in an internal data base. It is indicated that the conduct of business via electronic data transfer contains the general risk of unauthorized access of third parties for which SIGMA translations GbR does not take any responsibility.

§2 Placing of order procedure

The adjustment of the business structure of SIGMA translations GbR favors the distribution of translations or other orders via email. SIGMA translations GbR reserves its right to demand a placing of orders in writing by mail or facsimile for new customers. All necessary information with regard to executing the order (specific terminology, explanations, drawings, glossaries, templates) are to be handed in by the customer without request. Errors, delays or impairments in quality due to non-consideration of the above mentioned topics or due to unprecise or incorrect indications are on customer's account.

§3 Order Execution

SIGMA translations GbR is authorized to convey received orders to third parties. The original business relation however exists exclusively between the client and SIGMA translations GbR and excludes the possibility of direct contact between customers and third parties without our consent. The work of SIGMA translations GbR is implemented mainly by order-related coworkers.

§4 Supply

A supply is considered to be effected as soon as the respective order work has been sent to the customer. All mentioned times for delivery are to be considered as approximate values and as prospective dates, which are stated by SIGMA translations in all conscience. For possible below-the-line expenditures of the client by disregard of mentioned deadlines, does SIGMA translations GbR not take over liability.

The client is responsible for the examination of completeness of the transferred data. The client is

asked to confirm the receipt of the material in writing. The dispatch of the implemented work takes place at risk of the customer. SIGMA translations GbR does not take liability for an incorrect, incomplete or damaged transmission of the material to be delivered on e.g. electronic routes of transportation.

§5 Reservation of Ownership and Terms of Payment

Delivered translations, or other order work, remain property of SIGMA translations GbR until the payment is completed. Until then, SIGMA translations GbR owns the copyright of the respective work; there is no right of use and duplications of any kind of the supplied material entail royalties.

For complete payment, we accept a period of 14 days starting from invoice date; in case of first orders we reserve our right to demand payment in advance. An excess of the date of payment entails interests and collection, after SIGMA translations GbR has expressed one reminder by email, fax or mail. Possible periods of correction do not cause delay for payment. All prices are net prices in Euro. Mentioned offers and prices are subject to change. Tax payable devolve to the client pursuant to §13b USTG (VAT law).

§6 Area of Validity

The listed terms and conditions of business apply to the entire course of business of SIGMA translations GbR, with Head Office in Fingerhutstraße 6, 80995 Munich, Germany. These trading conditions are recognisable to the customers by reading our web page, by placing an order or by other business-relevant interactions and they apply for the entire duration of the business relation. This includes future business. The trading conditions of the client are only obligatory to SIGMA translations GbR if these are expressly recognized.

Further agreements with our customers which deviate from these terms and conditions are only valid if legally signed by both parties. All other regulations which are not mentioned in the agreement, keep their validity.

Contractual relations and further business connections between SIGMA translations GbR and customers exclusively are subject to the right of Germany under exclusion of the international sales law. All disputes apply to the area of jurisdiction of Munich, Germany.



§7 Liability

As far as no further agreements determine specific requirements of a translation or another work, the translation or other work is executed to the best of our knowledge, orthographically and grammatically correct, complete and giving the gist for information purposes. The client has the right to submit a written objection within 5 days (receipt with SIGMA translations GbR). If this possibility is not exercised or the mentioned period exceeded, the translation or other work is considered to be accepted. In this case the client renounces all rights of compensation. If the customer complains about an objective defect, the problem has to be described in utmost detail, in order to give the opportunity of improvement to the contractor. In case of rush orders (more than 10 standardized pages/ 250 lines/ or 2500 words per workday), the customer has to guarantee an appropriate period of time for corrections. Requests for compensation for non-fulfillment are not possible. The liability is limited to the typical and foreseeable damage and is limited to the amount of the invoice regarding the respective translation or other work. SIGMA translations GbR is only liable in the case of intent and gross negligence.

SIGMA translations GbR does not take over liability for those translation errors, or other specific defects, which are due to incomplete, incorrect or illegible data given by the client. This also includes errors which are provoked by e.g. poor electronic transmission. The important indication of the use of the order works (advertising purposes, printing, publication, etc.) does not imply a liability for a possible unsuitability of the translation or other work, or for a possible disparagement of the respective client. In the event of a client attempting to sue SIGMA translations GbR for breach of copyright, we are exempt from all liabilities.

§8 Rescission, Notice of dismissal, Ceding, Delay in Delivery, Impossibility

Until the completion of a translation or another order, the contract can be only be abrogated by indicating important reasons in writing. For lost profits, SIGMA translations GbR is entitled to get compensation of the full amount of the order value.

A retreat from the contract by the client in the case of a delay in performance by SIGMA translations GbR is only possible if the attempt to correct the order has evidently failed and a reduction of the invoice amount is impossible. A retreat from the contract by the customer is also possible if the extended reasonable deadline for improvements by the contractor is exceeded inappropriately.

The transfer of rights from a contract by a client requires our written consent.

§9 Force Majeure and other Disruptive Factors

SIGMA translations GbR does not take liability for damage caused by the disturbance of the conduct of business and force majeure such as natural phenomena, transfer errors of electronically conveyed data, impairment of data by viruses or spam filters, network or server errors and other obstacles beyond our responsibility. In the cases mentioned, and in the possible exceptional case of a partial restriction or abandonment of our conduct of business, SIGMA translations GbR has the right to withdraw totally or partly from closed contracts.

§10 Effectiveness

Due to an initial or later occurring ineffectiveness of one or several provisions of the terms and conditions, the validity of the others remains without prejudice. A valid regulation which is closest to the economic and legal purpose is regarded as being agreed on.

Munich, 01/01/2005