

These Terms and Conditions (T&Cs) apply to our language services and contain the rules and regulations for using Linguarum's website (hereinafter referred to as Linguarum) at <https://www.linguarum.com/en>. We shall assume that, by accessing the website, you accept our Terms and Conditions in full. If you disagree with any part of the terms and conditions stated on this page, please do not use our website.

1. Validity of the T&Cs

Linguarum shall render its services exclusively based on these T&Cs. In principle, these T&Cs shall be valid for all orders which Linguarum has been awarded by its clients. Individual written agreements may be entered into by arrangement. Linguarum expressly states that it does not agree to any of its clients' existing terms and conditions that deviate from its own.

2. Conclusion of the contract

- 2.1. The conditions that Profi Partner GmbH submits to the Client before the latter places their electronic order have the legal character of an invitation to submit an offer.
- 2.2. Upon Profi Partner GmbH's written confirmation of the order, the contract shall be deemed to have been concluded at the corresponding prices and conditions (cf. 2.1.). The beginning of the delivery period shall be considered to be the point in time when the order is confirmed by Profi Partner GmbH. The estimated turnaround times apply to orders placed before 2 pm (CET).
- 2.3. The Client shall place translation orders via our website or e-mail. In the interest of the most seamless cooperation possible, orders placed by telephone or in any other informal manner shall also be accepted. Please note, however, that any problems arising from this shall be borne by the Client.
- 2.4. Delivery times are provided to the Client to the best of our knowledge and belief. These shall always be considered to be estimated time frames.
- 2.5. Profi Partner GmbH reserves the right to decline orders from Clients. Reasons for declining an order include in particular: Texts whose content is punishable by law or offends against common decency. An additional reason may be the existence of sets of circumstances that indicate that the fulfilment of an order appears unreasonable. Profi Partner GmbH is not required to state its reasons for declining an order and, in the case that it declines an order, the Client shall not be entitled to any compensation.
- 2.6. If the total number of words calculated by our automatic price calculator should contain large discrepancies (e.g. as a result of text within graphics and/or images), we shall charge the actual number of words of the source text. However, we will immediately inform the Client of any deviations from previously quoted prices, 'rush rates', or additional requirements.

3. Scope of service and rights of use

- 3.1. Linguarum is committed to translating your orders in a professional and efficient manner. It shall also provide all the necessary translation aids for the proper fulfilment of the order.
- 3.2. If the source file to be translated contains non-editable text, e.g. text within images and/or graphics, these will also be translated by prior arrangement. Translations shall be formatted in a manner that comes as close as possible to that of the source text; conversions and DTP (Desktop Publishing) will be charged at EUR 34 (plus VAT) per hour.
- 3.3. We shall not be held liable for delays or implementation defects caused by an unclear, incorrect, or incomplete issuance of an order and/or ambiguous or even incorrect formulations in the source text. However, we shall in all conscience notify our clients of any errors that are discovered in the source text.
- 3.4. We may commission third parties to undertake all project work insofar as we consider this to be appropriate or necessary. In this regard, we shall be liable for carefully selecting such third parties for such commissioned work. We shall be deemed to have fulfilled our obligation to exercise due diligence during the selection process if the commissioned third party is a translator who has been sworn/authorised by the court for the respective language or with whom we and/or companies and translators are known to us have already worked together successfully. In principle, the business relationship shall be considered to exist only between the Client and us. Any contact between the Client and one of our commissioned third parties shall require our consent.
- 3.5. Profi Partner GmbH undertakes to fulfil the standards for exercising due diligence which are generally valid for the industry and which must be observed in the specific circumstances of the individual case. In its performance of the contract, Profi Partner GmbH shall maintain the current state of knowledge, which is recognised in professional practice, in the relevant specialist area, and the languages concerned.

4. Client obligations

- 4.1. Prices shall be quoted in EUR/GBP/CHF/USD net (plus VAT). In the case of cross-border deliveries, the recipient is liable for tax in accordance with section 13b (2) no. 7 in conjunction with (5) of the German Value Added Tax Act (UstG).

- 4.2. In the event of larger scope orders with an order volume of more than 25 working days and/or 20,000 words, Profi Partner GmbH may make the conclusion of the contract contingent on an advance payment of 50% or payment in instalments based upon the quantity of completed text.
- 4.3. Invoices are always sent electronically (via e-mail).
- 4.4. The invoice must be settled within 30 days. Failure to pay will result in the Client being charged a reminder fee in the amount of 50 EUR (plus VAT) in addition to the invoiced amount subject to a notice period of at most 10 days.

5. Performance of the contract

- 5.1. The ordered deliverable shall be delivered to the Client in accordance with the data on the order form (see 2.1.). Linguarum shall be obliged to properly deliver the deliverable to the contact person specified on the signed offer form.
- 5.2. A delivery shall be considered to have been rendered when the translation has been sent to the Client in documentable form. The preferred delivery method is by e-mail, via our local FTP, or to your Linguarum client portal. Upon request, clients may collect translations in person from our Munich office.
- 5.3. Profi Partner GmbH shall not be held liable for any delays caused by digital network failures. We shall be held liable neither for the incorrect or defective transmission of texts or their loss nor for their damage or loss in physical transit.
- 5.4. Linguarum shall be permitted to list your company as a reference on www.linguarum.co.uk upon successful delivery of the order (cf. 5.1.). This provision may be revoked by the Client at any time, in whole or in part.

6. Disruptions, force majeure, restriction of operations, network errors, malware

- 6.1. We shall not be held liable for damages caused by disruptions to our operations, particularly by force majeure, e.g. natural phenomena and traffic disruptions, network and server errors, any other cable and transmission disruptions, and other hindrances for which we are not responsible. In such exceptional cases, we shall be entitled to withdraw from the contract, in whole or in part.
- 6.2. We shall not be held liable for damages created by malware. We use RSA 2048 encryption and regularly update our anti-virus software to protect against viruses and recommend that our clients do the same.

7. Notifications of defects and rectification

- 7.1. If no special agreements have been concluded with regard to qualitative requirements for the translation, or, based on the type of order, no specific requirements are evident, the Contractor shall produce the translation of the text to the best of their knowledge and belief, in a complete and grammatically correct manner.
- 7.2. The Client shall inspect the deliverable for defects immediately upon receipt. Any obvious defects must be reported immediately. Any hidden defects must be reported immediately upon discovery but at the latest within 30 days. Any further claims, including claims for damages arising from non-performance, shall be excluded. Due to the service character of translations, we shall not accept requests for returns and/or refunds of more than 15%. If the Client is not satisfied with the translation of a text or text passage, we ask that they provide specific examples.
- 7.3. If and insofar as a deliverable deviates from the contractually agreed requirements, the Client must grant Linguarum an appropriate extension period for rectification.
- 7.4. If the Client does not indicate that the translation is intended for printing, fails to provide us with proofs before going to print, and prints without our approval, then they shall be fully liable for any defects. In the event that we are held liable for any printing damage caused, our liability insurance covers damages up to an amount of 150,000 EUR.

8. Late delivery and withdrawal

In cases in which we are responsible for late delivery and the impossibility of rendering a service, the Client shall be entitled to withdraw from the contract, but only if we have exceeded the delivery period for an unreasonably long time and the Client has granted us an appropriate grace period in writing. The Client may demand a refund of up to 15% of the translation costs for late translations.

9. Confidentiality and data protection

- 9.1. Profi Partner GmbH shall endeavour to safeguard the confidentiality of the transmitted texts. We are required to maintain secrecy with regard to all factual circumstances that become known to us in connection with our work for the Client. However, given the electronic transmission of texts and data as well as any other communication in electronic form between the Client and us and possible vicarious agents, we cannot guarantee the absolute protection of business and trade secrets and other confidential data and information, as it is not possible to rule out that unauthorised third parties may gain access to the transmitted texts electronically. Within the parameters and restrictions of data protection regulations, we shall be entitled to process and store the Client's personal data in connection with the new data protection guidelines (EU GDPR effective as of 25 May 2018). In this

context, we expressly refer to our [Privacy Policy](#).

10. Applicable Law

The contractual relationship and any additional business relations between us and the Client shall be subject exclusively to German law while excluding the United Nations Convention on Contracts for the International Sale of Goods.

11. Licensing

11.1. Unless otherwise stated, Profi Partner GmbH and/or its licensors own the intellectual property rights for all materials on www.linguarum.com. All intellectual property rights are reserved. You may view and/or print website content from Linguarum for your own personal use, subject to the restrictions set out in these Terms and Conditions.

11.2. The following is prohibited: Publishing material belonging to www.linguarum.com.

- Selling or sub-licensing Linguarum material.
- Reproducing, duplicating, or copying Linguarum material.
- Redistributing Linguarum content.
- This agreement comes into force with immediate effect.

12. Links to our content

12.1. The following organisations may link to our website without giving prior written consent:

- Government agencies, search engines, news agencies.
- Online directories are permitted to create a link to our website in their listing insofar as the other companies listed there provide similar services.
- Accredited organisations. This excludes advertising charities, charity shops, and fundraising organisations that raise money for charity. These organisations are not permitted to create links to our website.

Such organisations may link to our homepage, our publications, or other information on our site provided that the hyperlink: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products and/or services; and (c) fits within the context of the site being linked to.

12.2. Link requests from the following types of organisation may be considered and approved:

- commonly known consumer and/or business information sources
- dot.com community websites, online directories, internet portals
- associations or other entities representing charities;
- accounting, legal, and consulting firms,
- schools and universities and trade associations.

We will approve link requests from such organisations provided that: (a) the link has no negative impact on our accredited companies or us; (b) there has been no history of disagreement with the organisation; (c) the benefits of the visibility of the link outweigh the lack of mention of Linguarum; and (d) the link is in the context of general resource information. Such organisations may link to our homepage provided that the hyperlink: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party or its products and/or services; and (c) fits within the context of the linking website.

If you are one of the organisations listed in point 12.2. and are interested in linking to our website, please send an e-mail to info@linguarum.com stating your name, the name of your organisation, your contact details, your website URL, the list of all URLs from which you would like to link to our website, and the list of all URLs on our website to which you would like to link. We will endeavour to respond to you within 2 weeks.

Organisations that obtain permission may link to our website by:

- using our Linguarum brand name
- or using the Uniform Resource Locator (www.linguarum.com) being linked to or
- using other descriptions of our website or the materials being linked to in a manner that is consistent with the context and content on the linked website.

Neither the Linguarum logo nor other graphic elements may be used for linking without a licence agreement for brand use.

13. Liability for content

We accept no liability for the content of the translation that appears on your website, for example. You hereby agree to indemnify us against all claims made on your website. No links may appear on any website whose content may be considered defamatory, obscene, or criminal or which violates, infringes, or otherwise advocate the violation or infringement of any third-party rights.

14. Reservation of rights

14.1. We reserve the right, at any time and at our sole discretion, to request that you remove all links or any specific link to our website. You shall agree to comply promptly with any such request and to remove all links to our website immediately. We also reserve the right to change our Terms and Conditions and Hyperlink Policy at any time. If you continue to link to our website, you are agreeing to comply with the Hyperlink Policy set out in these Terms and Conditions. By continuing to link to our website, you agree to be bound by and comply with these hyperlink provisions.

14.2. Removing links from our website: Please contact us at any time if you consider any link on our website or any linked website to be inappropriate for any reason. We will consider requests for the removal of links, but we are under no obligation to honour or respond directly to requests.

14.3. We cannot provide any guarantee as to the completeness or accuracy of the information found or offered on this website, nor that the website will remain available or that the material on the website will be kept up to date.

15. Exclusion of liability

To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website. Nothing in this disclaimer is intended to:

- limit or exclude our or your liability for death or personal injury resulting from negligence;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit our or your liability in any way that is not permitted under applicable law;
- or exclude any of our or your liabilities that cannot be excluded under applicable law.

The limitations and exclusions of liability set out in this section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) apply to all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, tort and for breach of statutory duty.

As long as the website and the information and services on this website are provided free of charge, we accept no liability for loss or damage of any kind.