

GENERAL TERMS AND CONDITIONS

Written Translation Services

Specialist, Official-Document and Other Written Translations

Version dated 14 October 2026

Provider
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§ 1 Provider and Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all contracts for written translation services between the provider identified above ("SprachenSchmiede") and its customers.

(2) A consumer is any natural person who enters into a legal transaction for purposes that are predominantly outside that person's trade, business or independent professional activity (Section 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)). A business customer (Unternehmer) is a natural or legal person or a partnership with legal capacity who or which, when entering into a contract, acts in the course of its trade, business or independent professional activity (Section 14 BGB). Unless otherwise specified, "customers" within the meaning of these GTC include both consumers and business customers.

(3) Any terms and conditions of the customer that deviate from, conflict with or supplement these GTC shall form part of the contract only if SprachenSchmiede has expressly agreed to their applicability in text form. Individually negotiated agreements shall take precedence over these GTC.

(4) The version of these GTC in force at the time the contract is concluded shall apply. Separate terms and conditions apply to other services provided by SprachenSchmiede.

§ 2 Conclusion of Contract

(1) The presentation of services on the website is non-binding and does not constitute a binding offer; rather, it constitutes an invitation to the customer to submit an offer (by placing an order, making a booking or submitting an enquiry).

(2) Orders placed through the online shop: By clicking the button labelled "Order with obligation to pay" ("Zahlungspflichtig bestellen"), or another button with comparably unambiguous wording, the customer submits a binding offer to conclude a contract. Before submitting the order, the customer may review and correct the details entered during the ordering process. SprachenSchmiede acknowledges receipt of the order by email; this acknowledgement of receipt does not yet constitute acceptance. A contract is concluded when SprachenSchmiede accepts the order in text form (by issuing an order or booking confirmation) or commences performance of the service.

(3) Individual quotations: For translations, SprachenSchmiede prepares a quotation on the basis of the texts and information provided. Unless stated otherwise, the quotation is binding for 14 days from receipt and sets out the services, remuneration, dates or deadlines and, where applicable, third-party services. The contract is concluded when the customer accepts the quotation in text form (email being sufficient).

(4) SprachenSchmiede retains the contract text and sends the customer the order details and these GTC by email after conclusion of the contract. These GTC may be accessed and saved at any time on the SprachenSchmiede website.

(5) The contractual language is German. Communication may also take place in English or Arabic by agreement; however, the German version of the contractual documents shall remain authoritative.

(6) Unless otherwise provided in these GTC, contracts with consumers are concluded only with persons who have reached the age of majority.

§ 3 Services and Assignment Specifications

(1) The subject matter of the contract is the written translation of texts and documents between the languages offered. The assignment shall specify at least the source and target languages, text volume, subject area, intended use, required format and delivery date.

(2) Specialist translation, translation of official documents, localisation, layout and formatting work, terminology work and urgent processing are included only where expressly agreed.

(3) Certified translations are owed only where expressly agreed; they shall be prepared by a person legally authorised to do so. The quotation shall specify whether certification will be provided and by whom. The decision whether to accept a translation in a particular case rests with the relevant public authority, university or other receiving body; SprachenSchmiede cannot guarantee acceptance. The customer shall establish the requirements of the receiving body in advance and inform SprachenSchmiede accordingly.

§ 4 Customer Cooperation

(1) The customer shall provide complete and legible source texts in good time (in an editable format where possible), together with any existing terminology lists, glossaries, reference material and the desired spelling of names and specialist terms. Where possible, SprachenSchmiede shall seek clarification of unclear texts and subject-matter ambiguities.

(2) The customer warrants that they are entitled to provide the texts and authorise their translation; examination of third-party rights shall be included in the services only if expressly agreed.

(3) Subsequent changes to the source text or its intended use may require a new agreement on price and delivery date.

§ 5 Processing, Delivery and Deadlines

(1) Dates and deadlines shall be binding where expressly confirmed as binding. The processing period begins once all documents and information necessary for the translation have been received.

(2) Delivery shall be made in the agreed file format via the agreed communication channel. Transmission by unencrypted email entails risks; a secure transmission method shall be agreed on request for confidential documents. Where agreed, certified translations shall be sent in the original by post or courier.

(3) For extensive assignments, reasonable partial deliveries are permitted. Acceptance of the work shall be governed by the statutory provisions.

§ 6 Quality and Defects

(1) SprachenSchmiede is obliged to provide a carefully prepared translation suitable for the agreed intended use and specialist subject matter, taking account of the terminology provided. Stylistic preferences going beyond the agreed purpose shall not constitute a defect provided that the wording chosen is linguistically defensible.

(2) Defects must be notified to SprachenSchmiede in text form without undue delay after their discovery, with a description of the complaint (by email to the address stated above). SprachenSchmiede shall remedy the defect. Statutory rights to a price reduction, rescission and damages remain unaffected in accordance with the statutory provisions.

(3) SprachenSchmiede shall not be responsible for a defect attributable to incorrect, incomplete or illegible source materials or information provided by the customer, insofar as the error could not have been detected through careful examination. SprachenSchmiede shall draw the customer's attention to obvious inconsistencies.

§ 7 Engagement of Third Parties and Machine-Assisted Tools

(1) SprachenSchmiede may engage qualified translators, including freelance translators. They shall be bound by confidentiality obligations; SprachenSchmiede remains the customer's contractual counterparty.

(2) The customer's documents shall not be entered into publicly accessible online translation or AI services without the customer's prior consent. Where machine translation or AI-assisted tools (e.g. for initial translation or terminology checking) have been agreed in the quotation, the output shall subsequently be reviewed and post-edited by a qualified person, and only services that ensure confidentiality and processing in compliance with data protection law shall be used.

§ 8 Rights of Use

(1) Upon payment of the remuneration in full, the customer shall receive a non-exclusive right to use the translation for the agreed purpose without limitation as to time or territory. More extensive rights, in particular exclusive rights of use, shall be granted only where expressly agreed. Rights in the source text remain with the relevant rights holder.

(2) SprachenSchmiede shall retain translations and terminology only for performance of the assignment, subsequent revisions and compliance with statutory retention obligations. They shall not be used for assignments for other customers without the customer's consent.

§ 9 Termination and Discontinuation of an Assignment

(1) The customer may terminate the contract at any time. Section 648 BGB shall apply: SprachenSchmiede may claim the agreed remuneration but must deduct expenses saved and income from alternative work. Portions of the translation already completed shall be charged for and delivered at the customer's request.

(2) No flat-rate cancellation charge that cannot be substantiated shall be imposed. Consumers' right of withdrawal remains unaffected.

§ 10 Prices and Payment

(1) The prices communicated to the customer before conclusion of the contract shall apply. These are total prices stated in euros.

(2) Value added tax (VAT): SprachenSchmiede currently qualifies as a small business within the meaning of Section 19 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). Accordingly, no VAT is included in the stated prices or shown separately.

(3) If SprachenSchmiede ceases to qualify for the small-business VAT exemption (e.g. because the statutory turnover thresholds are exceeded or the exemption is waived), it shall, from that point onwards, show the VAT required by law in respect of newly concluded contracts. Consumers shall then be quoted total prices inclusive of VAT; contracts already concluded with consumers shall remain subject to the agreed price. In contracts with business customers, VAT legally due shall be payable in addition to the agreed price if the service is not performed until after the small-business exemption has ceased to apply; quotations may then state net prices plus VAT.

(4) The payment methods displayed during the checkout process are available in the online shop (currently, in particular, PayPal and card payment). Payment is due upon completion of the order unless otherwise agreed in the quotation. Where payment is by invoice, the invoiced amount must be paid in full within 14 days of receipt of the invoice, unless a different payment period has been agreed.

(5) Remuneration shall be based on the binding quotation, for example per word of the source or target text, per standard line, document, page or hour, or as a flat fee. The pricing method shall be described clearly in the quotation.

(6) Urgent processing, certification, formatting, shipping and special additional requirements shall be charged only if specified in the quotation or expressly agreed. If the actual volume of the source text differs materially from the basis of the quotation, SprachenSchmiede shall inform the customer of the implications for price and delivery date before continuing the work.

(7) In the event of late payment, the statutory provisions shall apply.

(8) The customer may set off claims only if they are undisputed or have been established by a final and binding court judgment. The customer may exercise a right of retention only insofar as it arises from the same contractual relationship.

§ 11 Consumer Right of Withdrawal

(1) Consumers have a statutory right of withdrawal in respect of distance contracts. Details, in particular the withdrawal period, the procedure for exercising the right and the consequences of withdrawal, are set out in the withdrawal instructions together with the model withdrawal form, which are made available to the customer before the order is submitted and may be accessed on the website.

(2) If SprachenSchmiede begins performance of the service at the consumer's express request before the withdrawal period has expired, the statutory provisions (Sections 356 and 357a BGB) shall apply with respect to payment for services already provided and the early expiry of the right of withdrawal upon full performance. The information and declarations required for this purpose are contained in the withdrawal instructions.

(3) Business customers have no statutory right of withdrawal. Statutory rights of termination, rescission and remedies for defects remain unaffected.

§ 12 Confidentiality and Data Protection

(1) SprachenSchmiede shall treat the customer's non-public information and documents as confidential and protect them by appropriate technical and organisational measures.

(2) SprachenSchmiede may engage employees and subcontractors to perform the services unless performance by a particular person has been agreed. Such persons shall be bound by confidentiality obligations. SprachenSchmiede remains responsible for performance in accordance with the contract. Statutory duties of disclosure and retention remain unaffected.

(3) Personal data shall be processed in accordance with applicable data protection legislation. Further details, in particular concerning videoconferencing services, payment service providers, communications and assignment documents, are set out in the privacy policy on the SprachenSchmiede website.

(4) The customer warrants that they are entitled to provide the source texts and the personal data contained in them. An additional non-disclosure agreement may be concluded for particularly sensitive documents.

§ 13 Liability

(1) SprachenSchmiede shall be liable without limitation for intentional misconduct and gross negligence, for loss or damage arising from injury to life, limb or health, for defects fraudulently concealed, where a guarantee has been assumed, under the German Product Liability Act (Produkthaftungsgesetz), and in all other cases in which liability cannot be excluded or limited under mandatory statutory provisions.

(2) In the event of a slightly negligent breach of essential contractual obligations, liability shall be limited to the loss or damage typical of the contract and foreseeable when the contract was concluded. Essential contractual obligations are obligations whose fulfilment is necessary to enable the contract to be performed properly and on whose observance the customer may normally rely.

(3) In all other respects, liability for slightly negligent breaches of duty is excluded. The foregoing limitations of liability shall also apply for the benefit of SprachenSchmiede's employees, legal representatives and persons engaged to perform its obligations.

(4) The customer's statutory remedies for defects remain unaffected.

§ 14 Force Majeure and Unforeseeable Impediments

(1) In the event of extraordinary occurrences for which neither contracting party is responsible and which render performance wholly or partly impossible or significantly more difficult (e.g. natural events, measures taken by public authorities, illness of the assigned interpreter, or failure of electricity or telecommunications networks), the rights and obligations of the parties shall be governed by the statutory provisions. Both parties shall inform each other without delay and endeavour to reach a reasonable, mutually agreed solution.

(2) Fees already paid for services not provided shall be refunded insofar as the services are not subsequently performed. There is no further exclusion of claims for reimbursement.

§ 15 Applicable Law, Jurisdiction and Final Provisions

(1) The law of the Federal Republic of Germany shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). For contracts with consumers, this choice of law applies only insofar as it does not deprive the consumer of the protection afforded by mandatory provisions of the law of the country in which the consumer has their habitual residence.

(2) If the customer is a merchant within the meaning of German commercial law, a legal person under public law or a special fund under public law, the registered place of business of SprachenSchmiede shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship. For consumers, the statutory rules on jurisdiction shall apply.

(3) SprachenSchmiede is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration body.

(4) Should individual provisions of these GTC be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The statutory provisions shall apply in place of the invalid provision (Section 306 BGB).