

JM FRIEDLI Services – yourtext.com

General terms of business

1. Application

These terms shall apply to all orders placed by clients with JM FRIEDLI Services. Any changes to or deviations from these terms may only be made with the written consent of both parties. Specific agreements in writing between the parties shall always take precedence over these terms.

2. Services

The services provided by JM FRIEDLI Services are translation, proofreading and editing.

3. Proofreading/revision

For translations that were not carried out by our services, or for texts already existing in the target language, proofreading and revising will be charged on the basis of the time spent on this task. If in the opinion of JM FRIEDLI Services the text needs to be retranslated, either in part or in its entirety, the client will be informed correspondingly and the new translation will be invoiced at the standard line rate.

4. Client's responsibility of cooperation and providing information

The client shall inform JM FRIEDLI Services timely about any special forms in which the translation will be presented (translation on data media, number of versions, scripts, external form of translation etc.).

The client must provide JM FRIEDLI Services with any information and documents that are necessary for accuracy and punctual delivery of the translation (client's glossaries, diagrams, illustrations, drawings, tables etc.).

Abbreviations can only be translated by JM FRIEDLI Services where these are set out and explained in full, or if the abbreviations are generally familiar. We will accept no responsibility for errors of words where their meaning can only be clearly ascertained in connection with the context or drawings.

5. Delivery

Unless special delivery instructions have been provided by the client, the translation will normally be delivered to the e-mail address indicated by the client. The translation shall be deemed to have been supplied to the client as soon as it has been e-mailed to the client or passed to the postal service or courier service for delivery. The client shall bear all risks associated with delivery of the translation.

6. Texts ready for publication

JM FRIEDLI Services will accept printing proofs of its own translations for proofreading. No charge will be made for improvements or corrections made in respect of its own translations. Any corrections made to printing errors, incorrect breaks in words, inappropriate changes etc. will, however, be chargeable to the client.

7. Guarantees and liability

JM FRIEDLI Services guarantees to the client that the service provided shall be executed with due care and attention and subject knowledge. JM FRIEDLI Services expressly excludes all other guarantees. Questions relating to style are not the subject of the translation.

The liability of JM FRIEDLI Services cannot exceed the refund of the invoiced amount.

JM FRIEDLI Services shall endeavour to the best of its ability to deliver the services within the agreed time period. However, JM FRIEDLI Services accepts no responsibility towards the client and it shall not be regarded as a breach of contract if any performance of service is delayed or is not fulfilled at all, if the delay or non-fulfilment of the service has been caused by an occurrence outside the reasonable control of JM FRIEDLI Services.

JM FRIEDLI Services will keep all information and documents supplied to it by the client in confidence, and not divulge any of this information or the content of such documents to third parties.

JM FRIEDLI Services shall not accept any responsibility for the content of the documents submitted to it by the client, and shall not accept any responsibility whatsoever for the repercussions of any of its translations.

The client shall be responsible for the utilisation of the services at any given time.

8. Complaints

JM FRIEDLI Services cannot be held liable for translation errors that arise as a result of incorrect or incomplete information being provided by the client or as a result of ambiguous wording in the original text. If, however, a translation is found to contain mistakes, it will be corrected free of charge.

It shall be assumed that any translation that is not disputed within 10 working days following receipt has been accepted by the client and is therefore fully payable on the due date.

If a claim is justified, JM FRIEDLI Services shall improve or replace the work delivered within a given period; if the JM FRIEDLI Services cannot reasonably make the desired change, a reduction in price shall be granted.

The client cannot dispute any work that has been amended by a third party.

9. Professional secrecy

JM FRIEDLI Services acknowledges the rights of the client to exclusivity and all entrusted documents with all copies made therefrom. We undertake to treat confidentially this information and all oral and written information conveyed to us by the client, and to use this information solely for the purposes of the contract.

10. Tariffs

The tariff payable by the client for the service shall be set out by JM FRIEDLI Services on an invoice directly related to the service, or previously agreed upon through an offer.

All payments must be made in the appropriate currency and within the period stated on the invoice.

JM FRIEDLI Services reserves the right to request payments in advance at its discretion.

11. Prices/basis of calculation

The price due for any project will be agreed by JM FRIEDLI Services when an order is first accepted. After an order has been received, the client will be sent an order confirmation that sets out the definitive prices and delivery schedules. The final amount due will be calculated on the basis of the number of lines in the text or the actual amount of time necessary to complete the project.

12. Cancellation of the order by JM FRIEDLI Services

JM FRIEDLI Services shall be able to cancel the order any time without prior notification and without prejudice to any accrued entitlements or claims by JM FRIEDLI Services, if the service is misused by the client, if the fee is not paid or in the event of infringement of the conditions or in the event of client insolvency.

JM FRIEDLI Services reserves the right to suspend services for the period of a non-payment. Suspension of services shall at the discretion of JM FRIEDLI Services not necessarily signify cancellation of the service.

The client shall be liable, if the service has been terminated by JM FRIEDLI Services in accordance with the above cited conditions, for payment of the full fee of services performed in addition to any work in progress.

13. Cancellation of the order by the client

If the client decides to withdraw an order already placed with JM FRIEDLI Services, the costs of any translation work, which has already been completed at the time of cancellation, shall be borne by the client.

14. Applicable law

Swiss law shall apply to the order and any claims arising therefrom.

The non-effectiveness of individual conditions shall not influence the effectiveness of these terms of business. The place of jurisdiction is Basel/Switzerland.

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