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## **General conditions for cooperation between intelliText LanguageServices, a business unit of intelliExperts GmbH, and freelancers**

### **1. Validity**

These general conditions apply to the entire order processing with freelancers. By accepting an order, a contract for work and services is concluded between the freelancer (Contractor) and intelliText LanguageServices, a business unit of intelliExperts GmbH (Client).

### **2. Conclusion of the Order**

Orders from the Client to the Contractor can also be placed with the Contractor by E-mail - in text form (§ 126 b German Civil Code). In this case the Contractor is obliged to respond to the E-mail of the Client immediately by E-mail and to expressly state whether he accepts the order. For security reasons, this communication between the Client and the Contractor shall take place exclusively between E-mail addresses specified in advance; other E-mail addresses may not be used for this purpose. If the Contractor accepts the Client's order in this way, the contract for work and services shall thereby become legally effective.

### **3. Performance Description**

The job description is part of the contract for work and services and defines the scope of services of the respective order. The Contractor is obliged to carry out orders in accordance with the principles of proper professional practice and precisely in accordance with the Client's instructions, using any information material supplied for translation and formatting purposes.

### **4. Data and Files**

Translation memory files, terminology and other order-related data created in the course of order processing shall be handed over by the Contractor to the Client upon delivery.

### **5. Copyright**

Copyrights do not arise from the fulfilment of the contract for work and services. If copyrights should arise for other reasons, all rights of use shall be transferred in full to the Client and shall be settled in full upon settlement of the supplier invoice.

### **6. Obligation to Inform and Cooperate**

The Contractor must inform the Client immediately of any ambiguities or problems, in particular regarding the understanding of the content or the delivery date, as soon as they arise during the processing of the order.

### **7. Delay in Delivery**

If the Contractor does not comply with the agreed processing time, the Client is entitled to reduce the fee or to withdraw from the contract or to refuse to accept the work result or to claim damages. However, the Contractor reserves the right to prove that he is not responsible for the delay in delivery.

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## **8. Defects**

The contractual services shall be performed by the Contractor without defects, in particular factually correct, stylistically and grammatically flawless and true to the original. In the event of defects, the Contractor shall be entitled to rectify the defects at its own expense within a period of time to be agreed with the Client that is customary in the trade. If it is not possible to rectify the defect within this period for reasons of time and/or material, the Client shall be entitled to produce the required quality itself at the expense of the Contractor.

## **9. Secrecy/Data Protection**

The Contractor undertakes to maintain secrecy with regard to the information that becomes known to him through the processing of the order. In particular, the Contractor must take all necessary technical and organizational measures to prevent unauthorized persons from accessing his data processing systems and to protect the customers' data of intellitext from unauthorized reading, copying, modification or deletion or accidental loss.

## **10. Customer Protection**

The Contractor is committed to absolute customer protection. He does not approach the Client's customer either directly or via third parties. If the Contractor violates this obligation, a flat-rate compensation for damages in the amount of 50% of the net turnover achieved with this customer in the current and previous calendar years shall be due. The Contractor reserves the right to prove that a significantly lower damage or no damage at all has occurred. The Client reserves the right to assert the specific damage, taking into account the flat-rate amount paid.

## **11. Customer Contact**

Direct contact between the Contractor and the Client's customer in the course of processing the order is only permitted after prior consultation with the Client. In the event of infringements, Section 10 shall apply accordingly.

## **12. Remuneration**

The fee agreed in the order/job description shall be paid after proper invoicing by the Contractor (in compliance with § 14 Value Added Tax Act), at the end of the month following receipt of the invoice, provided that the agreed service has been provided free of defects and on time.

## **13. Taxes and Social Security Contributions**

The Contractor is obliged to tax the payments received as income from self-employment and, if applicable, to bear and pay any social security contributions.

## **14. Liability**

The Contractor is liable for all damages resulting from the violation of his professional and contractual duty of care.

The checking of translations for accuracy by the Client as a measure of quality assurance does not release the contractor from his liability. The Contractor is obliged to take out an appropriate liability insurance policy at his own expense (minimum cover € 50,000.00) and to provide proof of this on request. The Contractor is only released from the obligation to take out liability insurance if he can prove that it is not possible for him to take out liability insurance at reasonable premiums.

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## **15. Legal Validity, Place of Jurisdiction and Place of Performance**

German law applies to the order and the contractual relationship. Place of jurisdiction and place of performance is Würzburg.

## **16. Severability Clause**

Should one or more provisions of the contract concluded between the Client and the Contractor be or become invalid, the remaining provisions of the contract shall remain valid. In place of the invalid provision, the parties shall agree on a provision that comes closest to the invalid provision in a legally permissible manner.

Wuerzburg, October 2023