

Market Networks GmbH Terms & Conditions of Sales

In accepting orders from Market Networks, both via the online estimator or via email, the client accepts the charges and payment terms indicated in the Estimate as well as the terms set forth herein.

Acceptance of orders

Acceptance of orders made online is handled automatically. As much as possible, Market Networks will endeavor to meet the terms of each order, however, in rare cases, a coordinator may need to make changes to such terms, in which case the contact person indicated in the e-mail will be immediately informed by e-mail and, when possible, by a phone call.

Due to file content, text complexity and other reasons we reserve the right to at any time refuse orders placed through the Estimator even though the system may have accepted such orders.

Cancellation of orders

Cancellation of orders is possible via e-mail to projects@market-networks.com. Cancellations can be accepted only in writing. All work performed up until such cancellation shall be invoiced and be due for payment by the client.

If you would like to amend or change text in an order that was already sent and accepted, this should be started as a new order or, alternatively, you can contact a Project Manager via e-mail at projects@market-networks.com with details of alterations to your order. We will as much as possible endeavor to meet your requirements.

Communication

All communication should be in English or German language.

Although the conditions in this present document may exist in another language, the original English text shall apply as the final and binding conditions.

File upload formats

The Estimator system handles the file formats indicated in the Estimator interface. To be able to correctly detect the file format, the file(s) you upload must have the correct extension for the file type. Other charges and handling procedures may apply to file types not indicated. Please inquire.

Governing law

Market Networks is based in Munich, Germany. All transactions take place on servers located in Germany. Issues related to the protection, infringement, or misuse of copyrighted materials as well as all other matters relating to your access to or use of this site shall be governed by the laws of Germany. Clients located outside Germany agree to submit to the jurisdiction of German courts, and further agree that venue in these courts is proper in any such legal action or proceeding.

Indemnification

Market Networks clients agree to indemnify and defend Market Networks, and their directors, officers, and employees, against all claims, liability, damages, costs and expenses, including reasonable legal fees and expenses arising out of or related to (i) your breach of these Terms and Conditions or (ii) any suit, claim, or demand arising from or relating to any text, photograph, image, graphic or other material you incorporated in text and documents that were not part of the standard Site Content.

Invoicing

Unless otherwise indicated or agreed on separately, accounts are usually closed at the end of the month, at which time an invoice is dispatched by email, due for settlement within 30 days. Regular settlement of invoices is a condition for continued use of this service. Any claim or reason for nonpayment of the invoice should be promptly raised at time of its occurrence.

Online Services

Translation is performed by qualified native translators only, while all translated texts are also verified by a second native speaker. As much as possible, translators are familiar with the field they translate into and similar subject matters; however, depending on the case, exceptions may occur.

Orders

Once a project has been ordered by the client, it shall be considered as a binding order and shall enjoy equal status as a written Purchase Order issued by the client. All e-mail messages concerning any given order shall be considered as legally binding and shall have equal status as standard letters dispatched by normal surface mail services.

Guarantee commitment

Market Networks stands behind the quality of its services. In the unlikely event you are not entirely satisfied with your purchase from us, simply contact the project manager at projects@market-networks.com with an explanation of your complaint and we will either fix it immediately (till end of next working day) or make good with a refund for any errors found.

Please note this guarantee for mistranslation extends itself to technical terms and not those of a marketing nature, e.g. style, which are highly subjective and impossible to evaluate. Even so those of a stylistic nature we employ the use of a neutral and third party agency to provide objective input to confirm whether the difference is one of style, or whether the translation does not convey accurately the meaning of the original document. The parties agree to accept the findings of any third party findings and make good any associated costs.

Confidentiality

All Project Managers and other Market Networks staff, including translators, are contractually obliged to keep all materials received strictly private and confidential. No transfer or publication of client assets is allowed without the expressed written permission of Market Networks client. Market Networks takes all reasonable steps to ensure that data is secure from illegal and unauthorized use of any third parties.