

Diction AG General Terms and Conditions

1. The rates specified by Diction AG are binding. Quotations comprise estimated costs for the text volume known at the time of the quotation. If no cost quotation is prepared, the binding contractual basis is the order confirmation sent by Diction AG. Special client terms may be agreed.
2. Diction AG's rates include quality assurance procedures and responses to any queries about the texts processed. Rates do not include VAT.
3. If the client cancels the project before delivery for reasons that are not attributable to Diction AG, any work already performed will be invoiced.
4. Payment terms: 30 days net. Bank fees are borne by the client.
5. Diction accepts no liability for erroneous or incomplete source texts provided by the client. Diction is not obliged to check the source texts provided by the client for errors or completeness. In the event of other errors that cannot be attributed to an erroneous or incomplete source text provided by the client, Diction Ltd shall render non-monetary compensation up to the value of the project if intent or gross negligence is proven. Under no circumstances will the value of this non-monetary compensation exceed the value of the project. Written complaints may be submitted up to seven days after delivery of the texts, after which the work will be deemed to have been accepted. Complaints relating to parts of the project or part deliveries do not entitle the client to reject the entire delivery. The client is entitled to make corrections. Diction AG accepts no liability if any editing or translation work is carried out by third parties.
6. Diction AG will deliver projects punctually and reliably by the agreed deadline. However, no liability is accepted for delays due to force majeure.
7. The client is responsible for the legitimacy of the text's content. Diction AG does not issue printing approval and accepts no liability in connection with printing.
8. With the client's consent, and in particular for reasons of cost efficiency, Diction Ltd works with processors who are specially selected, trained and monitored, and who are resident in Switzerland or abroad (in the EU or EEA). At least the equivalent level of data protection is guaranteed for this process. This means that personal data within the meaning of data protection regulations (DPA and GDPR) may be forwarded to these processors in a suitable way, and processed by these processors. The processor guarantees that suitable technical and organisational measures are in place that ensure the processing is carried out in accordance with the data protection requirements, and that the rights of the data subject (the client) are protected. The client will be informed of the specific processor, the method in which the data will be processed, and the applicable data protection regulations in a suitable manner before the project is executed. Diction also refers to the privacy statement. The client gives Diction Ltd permission to work with processors in order to complete the project.



Diction Ltd accepts no further liability for the transmission of client data to the server of any processor located in Switzerland, the EU or the EEA, the processing of the forwarded data for the purposes of completing the project, and the transmission of the data back to Diction Ltd by the processor. Data is only temporarily saved by the processor insofar as this is necessary for the purposes of completing the project. No long-term data storage is carried out by the processor. This excludes storage or archiving that is required for legal or regulatory reasons or storage that is required for debugging purposes by DeepL (where data is stored in encrypted form and automatically deleted after 72 hours). Concerning storage for debugging purposes, Diction Ltd refers to the Terms and Conditions of DeepL GmbH. Texts and data sent to Diction Ltd by the client will be treated as confidential. For this purpose, confidentiality agreements may also be concluded. All text and data transmissions between the client and Diction AG are at the client's own risk.

9. These General Terms and Conditions apply to all business relationships between Diction AG and the client. Any amendments must be made in written form. Such amendments will not affect the validity of other provisions of these General Terms and Conditions.
10. By placing an order, the client confirms that they have read and accepted these General Terms and Conditions.
11. Buchs SG is the place of performance and the place of jurisdiction.

