

GENERAL TERMS AND CONDITIONS PERTAINING TO TRANSLATION SERVICES OFFERED BY ABC

1. Legal Document

- 1.1. This is a legal agreement. If you do not agree with the Terms and Conditions contained herein, you are not authorized to continue using this site and/or place orders with us.
- 1.2. By your continued use and/or submission of documents for quotation/translation, you are demonstrating that you are in complete agreement with the terms contained herein.
- 1.3. Unless a different written agreement is signed by both parties, the following conditions are the only terms of contract between the parties and will continue to apply to the translation services sought from, or provided by ABC.

2. ABC intellectual owner

- 2.1. The information contained on this site is copyrighted and is the intellectual property of ABC Inc. (hereinafter referred to as "ABC") and may not be duplicated or distributed without written permission of the owner.
- 2.2. "Client" means the company or individual ordering translation or other linguistic services, and "ABC" means "ABC".

3. Quotation and Agreement

- 3.1. For so long as ABC has not had an opportunity to assess the nature of the entire source materials to be translated and/or otherwise edited, any quotation provided in this respect along with the fee and/or delivery time stated therein, shall be free of obligation and may at all times be withdrawn or modified.
- 3.2. Work orders or an official confirmation (in the form of email or fax) of assignment by Client's authorized representative must be issued to ABC before the start of the translation project.
- 3.3. Work orders must clearly indicate the job parameters, including, but not limited to, services requested (such as translation, revisions, copy editing, etc.), source/target format, source language, target language/audience/country, any technical or special requirements, the agreed upon price, the delivery date, the agreed payment date/plan and the billing information.
- 3.4. Formal work orders signed by authorized representatives of both the Client and ABC supersede any and all prior negotiations, understandings and arrangements with respect to subject matter thereof. The Client shall be deemed to have entered into an agreement at such time as a formal written work order or job confirmation is received by ABC.

4. Delivery and Deadline

- 4.1. ABC undertakes to take all reasonable steps to comply with deadlines. Should it appear that it will be impossible for ABC to ensure timely delivery due to exceptional circumstances, ABC undertakes to notify the Client forthwith.
- 4.2. A delivery date assumes that the source document(s) and all support documents such as linguistic and technical instructions, references, glossaries, style guides etc. are provided at the time of the agreement, or will be provided at a specific time known to the ABC at the time of the agreement. Any delay in providing the source and support document(s) releases ABC's responsibility in regards to the previously agreed delivery date.

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4.3. Should the document be provided late, the Client is responsible for contacting ABC and agreeing on a new delivery date. Unless a specific time of the day is mentioned, the delivery may occur before 6:00 pm in the PST time zone.

5. **Cancellations, Modification or Withdrawal of Work Order**

5.1. In no event shall ABC be responsible for version control and/or be liable for any deficiencies of the source material.

5.2. In the event that after an agreement is concluded, the Client makes changes of a limited nature, this to be determined solely at the discretion of ABC, the latter reserves the right to adjust any relevant delivery time and/or fee to accord with such modification.

5.3. ABC undertakes to e-mail or otherwise inform its Client confirmation of any change made to an order, delivery time or fee after the relevant agreement has been concluded, once it has agreed to such change.

5.4. We provide refunds only for urgent (rush) projects when we fail to deliver them on time. The project is considered urgent only when we charge a rush surcharge for it. Projects that are charged regular prices are not eligible for a refund. We can delay their delivery within a reasonable time.

5.5. In the event that a translation task is commissioned and subsequently cancelled, reduced in scope, or frustrated by an act or omission on the part of the Client or any third party, the Client shall be liable for payment of a Cancellation Fee, which shall be cumulative and consist of

a) any part of the job already completed,

b) any fees waived in consideration of the full project (such as account set up fee), plus

c) additional 20% of the total contract price for the time invested in research and preparation.

5.6. Cancellation Fee shall be paid in full unless ABC indicates that a discount may be granted.

5.7. The extent of such discount shall be determined solely at ABC' discretion.

6. **Proficient fulfillment of order and Use of Contractors**

6.1. ABC gives an undertaking to its clients that it will ensure that any order for a translation will be fulfilled to the best of its ability and expertise.

6.2. Subject to its responsibility for the proficient fulfillment of an order, ABC shall be entitled to engage the services of a third party, i.e. an independently operating proficient translator, agency or other service, for the fulfillment of such order.

6.3. Based on their experience in and knowledge of the translation market, ABC undertakes to engage the services of one or more external translators or services for a specific order (or part thereof), to the best of its ability and expertise, giving regard as far as possible to the nature of the order in question.

7. **Confidentiality**

7.1. ABC undertakes to treat all information provided by a client as confidential.

7.2. All our translators are bound by confidentiality and non-disclosure agreements.

7.3. Furthermore, ABC undertakes to alert any external translator or service whose services ABC engages, to his duty to ensure the confidential treatment of information and any documentation it may have obtained.

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- 7.4. ABC will take reasonable measures to prevent unauthorized access to the documents entrusted to its care.
- 7.5. However, ABC shall not be liable for damage to or the loss of any documents which its client places at its disposal.
- 7.6. Furthermore, ABC will not guarantee security of data due to the nature of Internet communications and computers, and as such ABC cannot be held liable in the unlikely event that a third party may fail to comply with his duty of non-disclosure, nor shall ABC be liable for any loss or harm occasioned by the use of information technology, the Internet and modern means of telecommunication or other circumstances beyond ABC's control.

8. **Fee schedule and payment terms**

- 8.1. Every work order will be followed by a fee schedule to be issued by ABC and will form part of this agreement by default.
- 8.2. In general, unless ABC comes to some other agreement with the Client, the standard translation fee shall be based on a rate per source word (in the case of editable electronic files), or per target word (in the case of un-editable electronic files or hard copies), and shall be calculated on the basis of the number of words that has been translated, multiplied by the applicable rate per word.
- 8.3. ABC shall supplement the aforementioned standard fee with a surcharge in the event that the document that is to be translated requires additional work, is of an extraordinary or specialist nature, or if it needs to be translated very urgently (more urgently than ABC short standard delivery times), or if additional expenses need to be incurred for any other purpose, (i.e registered postal charge, additional research, formatting) which exceed what ABC could reasonably have expected.
- 8.4. Payment can be made by Cheque or wire transfer within 30 days from the receipt of ABC invoice. 13.8% per annum will be applied to unpaid balances. In addition, a \$50.00 processing fee will be applied to NSF Cheques.

9. **Complaints and Disputes**

- 9.1. The Client shall be required to notify ABC of any complaint in regard to translation quality as soon as possible but no later than within twenty (20) working days following delivery.
- 9.2. The submission of a complaint shall under no circumstances discharge the client from his duty to effect payment.
- 9.3. Should a client raise any question about the accuracy or quality of a translation, which clearly goes beyond any polemical dispute about the most appropriate or best translation of one or several words (described as a matter of opinion / preferential changes), ABC undertakes to comment on this through the qualified external translator.
- 9.4. In the event that ABC can reasonably show that the translation in question has definitely been proficiently executed, it shall be entitled to charge the Client concerned for any additional time involved.
- 9.5. If a complaint (or part thereof) is well-founded, ABC undertakes to do all in its power to ensure the urgent and proficient correction of the product that has been delivered, in consultation with the Client in question, or in the event that the Client prefers it, to present the latter with a discount on the agreed fee amounting to part but no more than the total sum thereof.
- 9.6. All of the foregoing shall be done with a view to achieving a reasonable and acceptable solution for all the parties involved.

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- 9.7.** In case of Quality-related claims, the files will be reviewed free of charge within the shortest delay if specific mistakes have been found or are suspected by the Client.
- 9.8.** This review clause does not apply to modifications of the source document. While ABC will do its best to assist the customer in getting their translations done, and undertake modifications of previous documents as a priority, these must be paid for. (Very small modifications – a few words – may be done forthwith, free of charges, as a courtesy at the discretion of ABC.)

10. Quotes and payment

- 10.1.** Quotations are given on the basis of the client's instructions that will include description of the source material, the purpose of the translation and other instructions.
- 10.2.** Quotations may be amended at any time if, in the opinion of ABC, the description of the source materials is materially inadequate or inaccurate. Information provided in advertisements of ABC or other publications made by ABC do not form part of these terms or conditions. All payments and references to amounts are in the currency negotiated for a specific assignment.

11. Delivery

- 11.1.** The dates for delivery of the Translated Works, or the deadlines for carrying out the Services, are estimates only and, unless otherwise expressly agreed in writing, time is not of the essence for delivery or performance, and no delay shall entitle the client to reject any performance or to terminate the agreement.
- 11.2.** We will not be liable for the consequences of any delay in delivery or performance or failure to deliver or perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or subcontractors, shortage of labor, an act of God, strikes and lockouts, military hostilities, governmental order or intervention or any other cause whatever beyond our control or of an unexpected or exceptional nature.
- 11.3.** Posting or delivery to a carrier (including post, facsimile, e-mail) for the purpose of transmission to you shall, for the purposes of this agreement constitute delivery to you.
- 11.4. Delivery Dates:**
- 11.4.1.** Delivery dates must be agreed upon between the customer and ABC.
- 11.4.2.** If no date is specified, it is assumed that the delivery time is left to the appreciation of ABC.
- 11.4.3.** A delivery date assumes that the source and/or support document(s) such as linguistic and technical instructions, references, glossaries, style guides etc. are provided at the time of the agreement, or will be provided at a specific time known to ABC at the time of the agreement.
- 11.4.4.** Any delay in providing the source and/or support document(s) releases ABC's responsibility in regards to the previously agreed delivery date.
- 11.4.5.** Should the document be provided late, the Client is responsible to contact ABC and agree on a new delivery date.
- 11.4.6.** When the delivery date is based on a specific source document size (in words or characters) and specific format or instructions, and that the actual source document is found to be significantly larger than represented by the customer, or format or instructions are found to be significantly different, the ABC's responsibility toward the delivery date is considered void and a new delivery date must be established.
- 11.4.7.** The agreed delivery time is indicative and ABC undertakes to do all in its power to comply with it.

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11.4.8. Should it appear that it will be impossible for it to ensure timely delivery due to exceptional circumstances, ABC undertakes to notify its client to this effect forthwith.

12. Risk

12.1. Risk and ownership in and to the translated works shall pass to you on delivery. ABC may deliver by installments in such quantities as ABC may reasonably decide; such installments shall be separate obligations and no breach in respect of one or more of them shall entitle the Client to cancel any subsequent installments or repudiate this contract as a whole.

13. Standards

- 13.1.** Our services shall be carried out using reasonable skill and care in accordance with the standards of the industry.
- 13.2.** We will use all reasonable skill and care in selecting translators, interpreters and other personnel used to produce our products and perform our services.
- 13.3.** No terms, conditions or warranties, whether express or implied, about the quality or fitness or purpose of the product, services or translated works shall be valid unless expressly set out in this agreement.
- 13.4.** Before initiating the project the Client undertakes to ensure that ABC has the final version of the source documents intended for translation.
- 13.5.** Any additional changes to the source documents submitted after the start of the process will likely cause delays and increase the cost.
- 13.6.** Before initiating the project, please provide any existing materials such as Glossaries, Style Guides, previous translations, and any specific instructions for our reference. Unless ABC receives all reference materials, glossaries, style guides, and instructions before the start of the project, ABC might not be able to incorporate/follow them, and any revisions and changes which will not be related to any mistakes and can be considered to be a matter of opinion / preferential changes, will be treated as a separate job.
- 13.7.** If the Client plans to have the translation reviewed either in-house or externally, ABC may insist that this be done before DTP stage.
- 13.8.** As language is not an exact science, and the same idea can be expressed in a number of ways through various terminology/linguistic means, ABC specifically stress that ABC cannot and do not guarantee or promise that our translation will be the same as another translation produced by another individual or company.
- 13.9.** If it is important to the Client that certain terminology or style are followed, it is the Client's responsibility to provide the necessary instructions, references, glossaries, style guides and the like before the start of the project. If no such instructions or references are provided, the Client leaves all linguistic and terminology choices up to the linguist(s).
- 13.10.** Even when such instructions/reference materials are available, the Client understands and agrees that although every reasonable effort will be made to follow them, some wording or terminology or style may be changed or adjusted as necessary to reflect new/modified context, make reasonable improvements or adjustments, reduce space taken by the text, and for other linguistic and practical reasons.
- 13.11.** Standard industry productivity is around 2,000 words per translator and 6,000 words per editor per business day. Factors such as complexity of text or format may affect (reduce) the speed.

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- 13.12.** An urgent/rush project shall be defined as such exceeding aforementioned norms, and it may or may not incur a rush surcharge at the sole discretion of ABC.
- 13.13.** When the Client asks ABC to work on projects that require rush turnarounds, and ABC agrees to accommodate such request, then the Client understands and agrees that although every reasonable effort will be made to maintain high standards of quality, generally speaking in such cases, and especially when the same text has to be split between a team of translators to accommodate tight deadlines, quality generally will be lower due to the fact that it will be impossible to devote sufficient time to certain steps in the production process or even implement some of them (for example, do sufficient research, review of reference materials, implement instructions, perform proper editing etc), which may result in a greater chance of inconsistencies, inaccuracies, human errors, etcetera.
- 13.14.** Before we send the finished translations to you, and especially in the case of other steps involved (such as DTP, printing, etcetera) ABC would prefer that the completed translation be reviewed to ensure that the work is completely satisfactory.
- 13.15.** Upon the completion of the review, ABC will make the necessary changes related to any detected mistakes swiftly and return the completed work to the client at no additional cost, provided there are no changes to the original document/material.
- 13.16.** Any preferential or subjective changes requested will be treated as a separate assignment.

14. Limited liability

- 14.1.** No statement made, whether innocent or negligent made outside or prior to this contract may be cause for termination or liability on the part of ABC.
- 14.2.** Translations are provided "as is". It is expected the translation will be done to the best of ABC's ability, but it is provided with no other guarantee.
- 14.3.** We do not warrant that the Translated Works will meet your specific requirements and, unless otherwise agreed, we do not warrant that the Translated Works sent to you will be uninterrupted or error free.
- 14.4.** Furthermore, we do not warrant or make any representation regarding the use of the Translated Works in terms of their accuracy, correctness, reliability or otherwise.
- 14.5.** The Client acknowledges that any Original Works and Translated Works submitted by and to you over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that we assume no liability for the loss, corruption or interception of any Original Works or Translated Works.
- 14.6.** The Client must notify us within 20 days of delivery of the Translated Works of any claim arising out of the provision of the Services and /or the Translated Works, together with full details of such Claim.
- 14.7.** In any event, ABC shall not be liable to the Client at all if the Client fails to notify ABC within 20 days of delivery of the Translated Works of any alleged inaccuracies in the Translated Works, at which point ABC's liability will be no more than to rectify any such alleged inaccuracies, that ABC feels to be justified, to ABC's satisfaction. At no time will such allegations delay payment.
- 14.8.** ABC shall in no way be liable for the faulty translation of ambiguities in specific parts of the source document.
- 14.9.** The Client shall be deemed capable of checking any parts of a translation supplied by ABC which are important to the Client or which are of an essential nature, such as figures and/or important contractual terms and conditions of the parties to an agreement, any medical information, in view of the fact that, whereas ABC produces translations to the best of its ability and expertise, it can under

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no circumstances by held liable for consequential or other loss or harm suffered as a result of human error in the translation of any of the aforementioned parts.

14.10. The Client shall only be entitled to hold ABC liable for loss or harm that can be shown to be a direct result of any default that may be attributed to it. Under no circumstances shall ABC be liable for any other form of loss or harm, such as loss of business, loss due to delay or loss of earnings. Whatever the case, our entire liability to you under any Contract, including but not limited to in respect of the Services and the Translated Works, shall be limited to a sum equivalent to the fee charged for the order in question.

15. Assurances by client and indemnity

15.1. The Client warrants, represents and undertakes that the materials submitted by the Client shall not contain anything of an obscene, blasphemous or libelous, criminal or illegal nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third parties.

15.2. The Client agrees to indemnify and hold harmless ABC against any claim from a third party pertaining to the related Original Works or Translated Works.

16. No solicitation

16.1. Unless otherwise agreed by ABC, the Client (which for the purposes of this clause includes any of the Client's associated companies) shall not, for a period of one year after termination of the Contract, either directly or indirectly, on the Client's own account or for any other person, firm or company, solicit, employ, endeavor to entice away from ABC or use the services of a translator or interpreter who has provided the Services and/or Translated Works to the Client on ABC's behalf under the Contract.

16.2. In the event of the Client's breach under this clause, the Client agrees to pay ABC an amount equal to the aggregate remuneration paid by ABC to the translator for the year immediately prior to the date on which the Client employees or uses the services of the translator.

17. Indemnification

17.1. The Client agrees, upon demand, to indemnify ABC (which for the purposes of this clause includes ABC's employees, agents and sub-contractors), and keep ABC indemnified, from all losses, damages, injury, costs and expenses of whatever nature suffered by ABC to the extent that the same are caused by or related to: The use or possession by ABC of any of the Original Works or materials provided by the Client in relation to the provision of the Services, including the breach of any Intellectual Property Rights of any third party in or to any such Original Works or materials.

18. Termination

18.1. If the Client subsequently cancels, reduces in scope or frustrates (by an act or omission on the Client's part, or any third party relied upon by the Client) the Contract, the full price for the Contract shall remain payable unless otherwise agreed in writing in advance.

18.2. Any Original Works provided to ABC, and Translated Works completed by ABC, under the Contract shall be made available to the Client on termination of the Contract.

18.3. ABC shall be entitled to terminate the Contract immediately by written notice to the Client if: the Client commits a material breach of the Contract and, in the case of such a breach which is capable of remedy, the Client fails to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied, the Client makes any voluntary arrangement with the Client's

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creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administrative order or go into liquidation, or an encumbrance takes possession or a receiver is appointed over any of the Client's property or assets, or the Client ceases or threatens to cease business.

18.4. Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

19. Miscellaneous

19.1. ABC may engage any person, firm or company as ABC's sub-contractor to perform any or all of ABC's obligations, and ABC may assign any or all of ABC's rights and obligations under the Contract.

20. Agents and employees of Client

20.1. In the event the Client requires ABC to provide the Services on the Client's premises, or any other premises designated by the Client, the Client agrees to ensure safe and secure work environment, and to assign members of the Client's staff with suitable skill and experience to be responsible for ABC activities and provide such access to premises, interpretation systems and other facilities which may be reasonably required by ABC.

20.2. Provide such information as may be required by ABC to carry out the Services and ensure all such information is correct and accurate.

20.3. ABC shall not be obliged to continue to perform the services where ABC considers, at ABC's sole discretion, that doing so would constitute a breach of confidentiality, and ABC will insure that all ABC's agents are informed of the obligations of confidentiality under these Terms and Conditions; and Comply with these obligations and similarly bind them with confidentiality.

20.4. The obligation of confidentiality contained within this agreement shall survive termination of the contract howsoever caused.

21. Work orders

21.1. Translation data that may be developed in the course of the translation are the exclusive property of ABC and may be used to facilitate the translation process.

21.2. "Translation" will include the preparation of a translation or any other translation-related task such as revising, editing and proofreading but not copywriting or adaptation.

21.3. Before ABC sends the finished translations to the Client, ABC would prefer that the completed translation be reviewed to ensure that the work is completely satisfactory.

21.4. Upon the completion of the review, ABC will make the necessary changes swiftly and return the completed work to the Client at no additional cost, provided there are no changes to the original document/material.

21.5. Translation - Terms of Reference Any RFQ for potential translation project will be responded to if and only if all source files are provided for review.

21.6. RFQ shall contain, among other things, starting and ending dates of the project and/or number of days, source and target languages, countries, special requirements such as formatting, etc.

21.7. The assignment shall be open for acceptance by a translator only upon

(i) receipt of the signed formal work order stating the assignment parameters (including, but not limited to, services to be provided (such as translation, revisions, copy editing, etc.), source title, source and target

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languages/countries, special requirements such as formatting, etc.), payment terms as well as this Translation.

- 21.8.** A formal work order signed by both the Client and translator supersedes any and all prior negotiations, understandings and arrangements with respect to subject matter thereof.
- 21.9.** Quotation and conclusion of agreement As long as ABC has not had an opportunity to assess the nature of the entire document submitted by a client to be translated and/or otherwise edited, any quotation provided in this respect along with the fee and/or delivery time stated therein, shall be free of obligation and may at all times be withdrawn or modified.

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