



# INTERNATIONAL LIVE TRANSLATIONS TERMS AND CONDITIONS 2013

## GENERAL TERMS AND CONDITIONS OF INTERNATIONAL LIVE TRANSLATION SERVICES

### 1 - GENERAL, SPECIALIZED DEPARTMENTS

These general terms and conditions apply to all legal relationships between International Live Translation Services Hong Kong ("the Agency") and the Client, and supersede any terms and conditions referred to, offered or relied on by the Client, unless the Agency specifically approves the application of such terms in writing.

### 2 - QUOTATIONS, CONCLUSION OF CONTRACTS

2.1 Quotations and estimates issued by the Agency are free of obligation.

2.2 The Agency may revoke quoted prices or terms of delivery if it has not had the opportunity to view the entire text to be translated prior to issuing the quotation. The Client's oral or written acceptance of the quotation submitted by the Agency or, if no quotation was submitted, written confirmation by the Agency of an order placed by the Client shall constitute a contract.

2.3 The Agency may consider as a Client any person or entity that has placed an order with the Agency, unless said person or entity has explicitly stated that they are acting on behalf and at the expense of a third party, with whose name and address they shall provide the Agency on placing the order.

2.4 Agreements with and promises made by representatives or personnel of the Agency shall not be binding unless confirmed by the Agency in writing.

2.5 Any reasonable doubt on the part of the Agency about the Client's ability to pay shall entitle the Agency to require sufficient security from the Client before executing the order.

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### 3 - CHANGES TO OR CANCELLATION OF ORDERS GENERAL, SPECIALIZED DEPARTMENTS

3.1 Any major changes made by the Client to an order after the contract has been concluded shall entitle the Agency to either modify the quoted price and/or term of delivery or refuse to execute the order after all. In the latter case, the Client shall pay for the work already performed.

3.2 Cancellation of an order by the Client shall entitle the Agency to claim payment of any translation work already performed for that order as well as compensation for hours spent on research for the remainder of the order. The Agency shall make the work performed available to the Client at the latter's request, but shall accept no responsibility for its quality.

3.3 If the Agency has reserved time for the execution of the order, it may charge the Client 50% of the fee for the non-executed part of the work.

### 4 - EXECUTION OF ORDERS, CONFIDENTIALITY

4.1 The Agency undertakes to carry out orders to the best of its ability, bringing to bear sufficient professional know-how to meet the purpose indicated by the Client.

4.2 The Agency shall keep any information provided by the Client strictly confidential and require its employees to do the same. However, the Agency shall not be liable for breaches of confidentiality by its employees if it can sufficiently demonstrate that it was unable to prevent the same.

4.3 Unless explicitly agreed otherwise, the Agency shall be entitled to hire others to execute the order (in full or in part), without prejudice to the Agency's responsibility for the confidential treatment and proper execution of the same. The Agency shall require any third party involved in the execution of an order to keep confidential anything they may learn in the course of their duties.

4.4 The Client shall honor any request for information by the Agency about the content of the text to be translated as far as possible, as well as requests for documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the Client's expense and risk.

### 5 - TERM AND DATE OF DELIVERY

5.1 Delivery dates are provisional, unless an explicit written agreement stipulates otherwise. The Agency shall notify the Client immediately if it perceives that it will be unable to meet an agreed delivery date.

5.2 If a fixed delivery date is specifically provided for in writing and the Agency fails to meet it for reasons other than matters beyond its control, and if the Client cannot reasonably be expected to brook any delay, the Client shall be entitled to cancel the contract. In such cases, however, the Agency shall not be liable to pay any damages whatsoever.

5.3 Delivery shall be deemed to have taken place the moment the text is sent by post, fax, telex, courier, modem, the Internet, etc.

5.4 Data sent by electronic mail shall be deemed to have been delivered as soon as the medium has confirmed sending the message.

5.5 The Client shall help the Agency execute the order by doing whatever may reasonably be necessary or conducive to its timely execution.

5.6 The Client shall do everything in its power to facilitate delivery of the product produced by the Agency under the contract. Any refusal to accept the Agency's product shall constitute default on the part of the Client, and the provisions of sub clause 6.4 shall apply accordingly, even if no explicit request for acceptance has been made.

### 6 - PRICES AND PAYMENT

6.1 Prices are generally based on the Agency's current rate (per hour or per word), unless agreed otherwise. In addition, the Agency may charge the Client for any expenses incurred in the execution of the order. The Agency is free to charge a minimum rate for each combination of source and target language.

6.2 Quoted prices shall apply only to products conforming to agreed specifications.

6.3 The Agency shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than might reasonably have been foreseen on conclusion of the contract as a result of having to work with very difficult or unclear texts, for example, or faulty files or computer programs supplied by the Client. This list of examples is not exhaustive.

6.4 Payment for products supplied under the contract is due 30 days after the invoice date (or within any other term fixed by the Agency in writing). Payment shall be nett and in full - without any discount, set-off or suspension - in the currency invoiced. If payment is not made by the due date, the Client shall be in default - immediately and without notice of default being required - as well as owing the statutory interest on the invoice amount from the due date until full settlement.

6.5 The rate for extrajudicial collection costs shall be 15% on the first EUR 2,500 of the principal including statutory interest, and 10% on the balance, with a minimum of EUR 100 per event.

### 7 - COMPLAINTS AND DISPUTES

7.1 If the Client has any complaints about the product supplied by the Agency, it shall submit them in writing as soon as possible, yet never later than 10 days after receiving the said product. Lodging a complaint shall not release the Client from its obligation to pay.

7.2 If no complaints are made within the term fixed in subclause 7.1 above, the product shall be deemed to have been fully accepted, and the Agency shall only act on complaints if it sees fit to do so. The Agency's changing any part of the translated or edited text at the Client's request shall in no way constitute an acknowledgement on the part of the Agency of having supplied an inferior product.

7.3 In the case of a valid complaint, the Agency shall be granted a reasonable period of time to improve or substitute the product. If the Agency cannot reasonably be expected to perform the required improvements or substitution, it may grant the Client a discount.

7.4 If the parties prove unable to settle their dispute amicably within a reasonable period of time, they may refer it to the board of the Association of Translation Agencies within two months after it has become apparent that no settlement will be reached. The dispute shall then be settled by an arbitration committee in accordance with the ATA Arbitration Rules. The arbitration committee's decision shall be binding on both parties.

7.5 The Client's right to complain shall lapse if the Client has itself edited or has hired others to edit the part or parts of the product concerned in the complaint, regardless of whether it has subsequently supplied the product to a third party or not.

7.6 For any doubts or disputes as regards the clauses of this contract, the Court of The UK will be applicable.

7.7 Our translators are carefully selected based on their specialization and experience. However, in a lot of companies special terminology is used and if terminology lists are not delivered with the translation, the Agency can not be held responsible for terminology that is different from the selection that the translator and proofreader make. If this happens, the Agency can not be held responsible for the non-delivery of terminology lists and there will be no reason for any non payment or discount. The same applies for different styles. Every translator and proofreader have different styles. Translations can not be disapproved if the style is not the style the client wants. This is always a matter of taste and the Agency shall not be held responsible for that.

## 8 - LIABILITY, INDEMNITY

8.1 The Agency shall exclusively be liable for damage directly and demonstrably deriving from shortcomings attributable to the same. The Agency shall under no circumstance be liable for other forms of damage, such as consequential damage, loss of profits or losses due to delays. The Agency's liability shall never exceed the invoice amount of the product in question.

8.2 Ambiguity of the text to be translated shall release the Agency from any liability whatsoever.

8.3 The decision whether the use of a text to be translated/edited or the translation/edited version thereof produced by the Agency entails any risk of injury or losses due to injury shall be entirely at the Client's expense and risk.

8.4 No liability whatsoever shall be incurred by the Agency in respect of damage to or loss of documents, data or data carriers provided by the Client to facilitate the contract's execution. Nor shall any liability be incurred by the Agency in respect of costs and/or damage incurred as a result of (a) the use of information technology and telecommunications media, (b) transport or dispatch of data or data carriers, or (c) the presence of computer viruses in any files or data carriers supplied by the Agency.

8.5 The Agency's liability shall never exceed EUR 45,000 per event.

8.6 The Client shall indemnify the Agency against any claims by third parties deriving from use of the product, barring any liability incurred by the Agency by virtue of this clause.

## 9 - CANCELLATION

9.1 Any failure on the part of the Client to meet its obligations, as well as bankruptcy, a moratorium or liquidation in respect of the Client's company, shall entitle the Agency to either cancel the contract (in part or in full) or postpone its execution without any claim to damages on the part of the Client. In such cases, the Agency shall also be entitled to demand immediate payment.

9.2 If the Agency should prove unable to meet its obligations due to circumstances beyond its reasonable control, it shall be entitled to cancel the contract without being liable to pay damages. Such circumstances include, but are not limited to: fire, accidents, illness, strikes, riots, war, transport restrictions and delays, government measures, disruption of the services of Internet providers, and other instances of force majeure.

9.3 If the Agency is compelled by force majeure to discontinue execution of the contract, the Client shall still pay for any work performed up until that moment as well as any costs and expenses incurred.

## 10 -COPYRIGHT

10.1 Barring explicit, written agreement to the contrary, the copyright to any translations or other texts produced by the Agency shall rest with the same.

10.2 The Client shall indemnify the Agency against any and all claims by third parties in respect of alleged violation of property rights, patent rights, copyrights or other intellectual property rights relative to the execution of the contract.

## 11 - LAW

11.1 The contract shall be deemed to have been made in the UK and UK law shall be the proper law of the contract.

11.2 Any disputes about which no binding decision by the ATA Arbitration Committee is obtained in accordance with sub clause 7.4 above shall be submitted to the competent court in the town where the Agency has its office.

A free copy of these terms and conditions shall be sent forthwith to anyone requesting it.

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