

TERMS AND CONDITIONS

I. Definitions

1. The term "Buyer" shall mean the person, firm or company so named in the Purchase Order or Enquiry.
2. The term "Seller" shall mean The Lingoes Ltd.
3. The term "Translation" shall mean all the services covered by this Task Confirmation Sheet from the Seller, the Buyer's Purchase Order, or Enquiry.
4. "The contract" shall mean the contract between the Buyer and the Seller and consist of this Task Confirmation Sheet, the Buyer's Purchase Order, or enquiry document where no Buyer's Purchase Order is placed, these conditions and any other documents or parts of specified on the Buyer's Purchase Order. Where there is any conflict or inconsistency between the documents comprising the contract, they shall have precedence in the order listed above.

II. Applicability

Unless otherwise agreed in writing by the Executive Partner of the Seller, these conditions shall be incorporated in every offer, acceptance of order and contract entered into by the Seller; any other conditions are hereby excluded.

III. Quality

Translation The required quality of the translations to be delivered will be as defined by the Buyer whether by specification or by sample. In the absence of any such specification or sample the Seller will endeavour to ascertain the standard required from the Buyer. Where this standard cannot be ascertained, the Seller will assume that the purpose of the translation is information and understanding as determined by the Institute of Translation and Interpreting, UK. Where the purpose of the translation is not disclosed but, in the view of the Seller is for other than information and understanding, the Seller will notify the Buyer of this at the earliest practical opportunity. Should the Buyer, for any reason, wish to use the translation for any other purpose than that for which it was originally supplied, this will be at the Buyer's risk unless confirmation of the suitability of the translation for the new purpose has been obtained from the Seller. Where changes are necessary to ensure that the translation is suitable for the new purpose, the Seller will endeavour to carry out such work as is necessary at its normal rates. The liability of the Seller on any grounds whatsoever shall be limited to the invoiced value of the work, except where in connection with any consequences which are reasonably foreseeable:

1. the potential for such liability is expressly notified to the Seller in writing, and
2. such liability is restricted to an agreed limit of cover under the professional indemnity insurance available to the Seller.

Oral Interpreting The quality of the translations to be delivered in liaison / consecutive / simultaneous (booth) interpreting settings will be deemed as sufficient when the core messages of the verbal exchanges between the parties have been put across by the Seller's interpreters. Messages in all the verbal exchanges are not guaranteed to be fully translated

and put across 100% due to the nature and limitations of oral interpreting. Seller's interpreters will strive to do their best to be as accurate and complete as possible in their translations given the situations they are in and will abide by the Code of Professional Conduct for individual members (a copy of which is available on request). Where the Seller is aware of the need for their interpreters to be equipped with knowledge in a specialised area, the Seller will do their best to source the most suitable expert interpreters for the Buyer. Where this is not possible, non-expert interpreters with a qualification in translation/interpreting will be commissioned. In any case, the Buyer will provide as much background information as possible to the Seller to assist their interpreters to familiarise themselves with the subject matter of the assignment.

On-Site The Seller shall deploy their linguists, who are deemed to be capable of meeting the task requirements as specified on this Task Confirmation Sheet, Buyer's Purchase Order or Enquiry unless otherwise agreed between the Buyer and the Seller in the provision of their services to the Buyer. WhereC required, the Seller shall provide the CVs of the Linguists for the approval of the Buyer.

IV. Delivery Date(s) - subject to the receipt of the full payment upfront by the Seller

Translation The date(s) of delivery will be as specified on this Task Confirmation Sheet, Buyer's Purchase Order or Enquiry unless otherwise agreed between the Buyer and the Seller. The Seller will provide such programmes of the provision of the services as the Buyer may reasonably require and notify the Buyer as soon as practicable if these programmes are likely to be delayed. Where the cause of any likely delay arises from a failure of any kind of the Buyer to fulfil their obligations under the contract or the programme(s) referred to above, the Seller will notify the Buyer of this as soon as is practicable and advise the Buyer of the extent of the delay; if the Buyer fails to remedy the situation within a reasonable time of such notice, the responsibility for the delay will be that of the Buyer. Under such circumstances, the Seller reserves the right to continue with the work required as if the Buyer had remedied the situation as required above. The cost of any rework arising from the Seller exercising this right will be borne by the Buyer.

Oral Interpreting and On-site The date(s) of delivery will be the date(s) on which the Seller's interpreters/linguists attend on-site as per the Buyer's instructions specified on this Task Confirmation Sheet, Buyer's Purchase Order or Enquiry unless otherwise agreed between the Buyer and the Seller. The Buyer will provide the Seller with details of their requirements, including but not limited to the purposes of the assignments, venue(s), the date (s), the time and durations required.

V. Delivery

Translation All translations will be delivered by the means and to the points specified in this Task Confirmation Sheet, Buyer's Purchase Order under cover of a Delivery Note/Email. If translations are delivered incorrectly, the Seller will be held responsible for any additional expense incurred in delivering them to the correct destination.

Oral Interpreting and On-Site Interpreting/On-Site assignments are deemed to be delivered

and completed when the Seller's interpreters/linguists are allowed to leave by the Buyer. Earlier dismissal of the Seller's interpreters/linguists by the Buyer, through no fault of the former, shall not entitle the latter the right to curtail the fees payable.

VI. Passing of Property and Risk to the Buyer

Translation The property and risk in the services will remain vested in the Seller until they are delivered to the point defined in the Purchase Order.

VII. Prices and Payment

Translation, Oral Interpreting and On-Site Unless otherwise stated in this Task Confirmation Sheet, Buyer's Purchase Order or Enquiry, payment is due in FULL in advance before any work is undertaken by the Seller. Value Added Tax will, where applicable, be shown separately on all invoices as a strictly nett extra charge. Where the method of delivery of translations requested by the Buyer involves expenditure greater than the cost of normal first class post, the additional cost will be charged to the Buyer unless the reason for the additional cost may be attributed to the Seller.

In case where prepayment has been made by the Buyer, all work carried out subsequent to the prepayment shall be accounted for in accordance to the rate(s) agreed upon in our quotation until the prepayment is fully exhausted.

VIII. Loss or Damage in Transit

Translation The Buyer shall advise the Seller, and the carrier if any, in writing, otherwise than on a qualified signature on a Delivery Note, of any loss or damage within the following timescales.

1. Partial loss or damage or non-delivery of any part of the service shall be advised within 7 days of receipt of the service.
2. Non-delivery of the whole service shall be advised within 7 days of notice of despatch. The Seller shall make good, free of charge to the Buyer, any loss or damage to the service where notice is given by the Buyer, in compliance with this condition, provided always that the Buyer shall not in this event claim damages in respect of loss of profits or other consequential losses.

IX. Acceptance

Translation Failure by the Seller to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the Buyer to:

1. reduce, with the Seller's consent, the fee payable for the work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or
2. cancel any further instalments of work being undertaken by the Seller.

Such entitlement shall only apply after the Seller has been given one opportunity to bring the work up to the required standard. This entitlement shall not apply unless the Seller has been notified in writing of all alleged defects. Any complaint in connection with a translation task shall be notified to the Seller by the Buyer within 7 days of the receipt of the services. If the

parties are unable to agree, the matter may be referred by the more diligent party to the Arbitration Committee of the Association of Translation Companies, UK. Such referral shall be made no later than two months from the date on which the original complaint was made. If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the jurisdiction of the Courts of England and Wales.

Oral Interpreting and On-Site Failure by the Seller's interpreters/linguists to perform and meet the agreed order requirements or to provide an oral interpretation which is sufficient to convey the core messages between the parties they serve shall entitle the Buyer to:

1. reduce, with the Seller's consent, the fee payable for the work done by a percentage agreed by the Buyer and the Seller, and/or
2. cancel any further instalments of work being undertaken by the Seller.

Such entitlement shall only apply after the Seller has been given one opportunity to bring the work up to the required standard by replacing an unsatisfactory interpreter/linguist with another. This entitlement shall not apply unless the Seller has been notified in writing of all alleged shortcomings. Any complaint in connection with an interpreting/on-site task shall be notified to the Seller by the Buyer within 1 day of the receipt of the services. If the parties are unable to agree, the matter may be referred by the more diligent party to the Arbitration Committee of the Association of Translation Companies, UK. Such referral shall be made no later than two months from the date on which the original complaint was made. If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the jurisdiction of the Courts of England and Wales.

X. Variations

Translation The Buyer shall have the right, from time to time during the execution of the contract, by notice to the Seller in writing, to add, omit from, or otherwise vary the services and the Seller shall carry out such variations and be bound by the same conditions, in so far as they are applicable, as if the said variations were part of the contract. All the costs of such variations shall be borne by the Buyer. Where the Seller receives any such direction which would occasion an amendment to the contract price, the Seller shall advise the Buyer of the cost of any such amendment ascertained and determined at the same level of pricing as was used to estimate the original contract costs. If, in the opinion of the Seller, any such variation is likely to prevent the Seller from fulfilling any or all of his obligations under the contract, they shall so notify the Buyer who will decide with all possible speed whether or not the same shall be carried out and shall confirm their instructions in writing and modify the said obligations to the extent that may be justified. The instructions shall not be deemed to have been given until the Seller receives the instruction from the Buyer.

Oral Interpreting and On-Site The Buyer shall have the right, from time to time during the execution of the contract, by notice to the Seller in writing or verbal instruction given to the Seller's interpreters/linguists, to add, omit from, or otherwise vary the services and the Seller and/or the Seller's interpreters/linguists shall carry out such variations and be bound by the

same conditions, in so far as they are applicable, as if the said variations were part of the contract. All the costs of such variations shall be borne by the Buyer. Should such variations be given verbally to the Seller's Interpreters/linguists due to the urgency of the variations, the Buyer must give written notice to the Seller retrospectively as soon as possible. Where the Seller receives any such direction which would occasion an amendment to the contract price, the Seller shall advise the Buyer of the cost of any such amendment ascertained and determined at the same level of pricing as was used to estimate the original contract costs. If, in the opinion of the Seller, any such variation is likely to prevent the Seller from fulfilling any or all of their obligations under the contract, they shall so notify the Buyer who will decide with all possible speed whether or not the same shall be carried out and shall confirm their instructions in writing and modify the said obligations to the extent that may be justified. The instructions shall not be deemed to have been given until the Seller receives the instruction from the Buyer.

XI. Cancellation

Translation The Buyer shall have the right to cancel the contract in writing at any time. In such an event, the Buyer shall thereupon pay to the Seller for all the work that has been completed thus far and all monies then due together with such extra costs that the Seller has incurred due to the cancellation. All such completed work may be made available on request to the Buyer 'as is', and the Seller disclaims any loss or liability, either directly or indirectly as a consequence of using such work.

Oral Interpreting and On-Site The Buyer is liable to a fee on the following sliding scale if notices of cancellation are given fewer than FIVE working days before the first day of attendance by the Seller's interpreters:

No cancellation / curtailment fee if notice of FIVE or more working days is given;

25% cancellation / curtailment fee if notice of less than 5 working days but more than 48 hours is given;

50% cancellation / curtailment fee if notice of more than 24 hours but less than 48 hours is given;

100% cancellation / curtailment fee if notice of less than 24 hours is given.

25% of the total fee payable is required to secure a booking of the Seller's interpreters/linguists FIVE working days before the first day of attendance; another 25% is due 48 hours prior to the first day of attendance. The remainder 50% of the total fee is due the day before the commencement of the assignment. Payment already made in advance, if any, will be refunded to the Buyer after the above cancellation fee is deducted.

XII. Authenticity

Translation Whilst the Seller will endeavour to produce accurate and idiomatic translations of the Buyer's original texts, the Buyer accepts that the translation may read differently from good original writing and that the Seller accepts no liability for any loss including alleged lack of advertising or sales impact.

XIII. Copyright

Translation Where copyright exists in texts to be translated, it is presumed that the Buyer has obtained all necessary consents to have such translations made. The Buyer will indemnify the Seller in respect of any claims, proceedings, costs and expenses arising out of any infringement of copyright, patent or other third party right. The Seller, in agreeing to translate the text, implicitly licenses the Buyer to reproduce and publish the translated text in so far as copyright subsists in the translation of the text on the receipt of the agreed payment for the work in which the copyright of the Seller exists.

XIV. Illegal Matter

Translation The Buyer shall not require the Seller to translate any matter which, in the opinion of the Seller, is or may be of an illegal or libellous nature. The Buyer will indemnify the Seller in respect of any claims, proceedings, costs and expenses arising out of any illegal or libellous matter printed on behalf of the Buyer.

Oral Interpreting and On-Site The Buyer shall not require the Seller's interpreters/ linguists to partake any assignment which, in the opinion of the Seller and/or the Seller's interpreters/linguists is or may be of an illegal nature. The Buyer will indemnify the Seller and/or the Seller's interpreters/linguists in respect of any claims, proceedings, costs and expenses arising from the partaking in such assignments.

XV. Force Majeure

Translation, Oral Interpreting and On-Site Neither party shall be liable for failure to perform its obligations under the contract if such failure results from the following circumstances:

- Act of God, including tempest, fire or natural disaster;
- War, civil war, sabotage, civil unrest, riots, indement weather or act of terrorism;
- Government sanction, embargo, regulation or order;
- Labour disputes, including strikes, lockouts, boycotts or other industrial action (excluding strikes of the labour force of the party claiming force majeure)
- Failure in the transportation of equipment, machinery or personnel in the provision of any utility including power, gas, water or communication services.

No liability shall attach to a party which is unable to perform its obligation under this contract due to the above events or circumstances. The Party affected by such events or circumstances shall advise the other as soon as practicable of the same and when such events or circumstances no longer prevail. If such events or circumstances render performance of this contract impossible for more than ONE week, then either Party may terminate this contract.

XVI. Assignment and Sub-letting

Translation The contract shall not be assigned by the Seller nor sub-let as a whole. If parts of the contract are sub-let, the Seller will remain responsible for the execution of the whole contract except where the sub-letting was as instructed by the Buyer.

XVII. Free issue

Translation All documents provided by the Buyer for the execution of the contract remain the property of the Buyer and will be retained by the Seller in good condition until disposal instructions are received from the Buyer. Where no disposal instructions are received, the Seller may dispose of the documents himself after three months upon completion.

Oral Interpreting and On-Site All information provided by the Buyer for the assignment is to assist the Seller's interpreters/linguists in the delivery of their interpreting/linguistic services. It shall be kept confidential and used solely for the purposes of the assignments. Unless otherwise instructed by the Buyer and/or the Buyer's end clients, such information shall be disposed of as soon as the assignments are completed.

XVIII. Non-recruit

Oral Interpreting and On-Site The Buyer shall not during this contract and for a period of one year immediately following the termination of this contract, either directly or indirectly, recruit any of the Seller's interpreters/linguists for translation, interpreting or linguistic assignments.

XIX. Construction of the Contract

The construction, validity and performance of the contract shall be governed by the laws of England and Wales.

DECLARATION

We / I agree to the terms and conditions set out above.

Signature of the authorised representative of the Buyer / Customer

Name _____

Position _____

Name of the Buyer / Customer _____

Date _____

Official seal / stamp of the Buyer / Customer:

Revised on 19 April 2017