



TRUSTLATIONS, INC.
Translations you can trust

TRUSTLATIONS, INC. TERMS AND CONDITIONS OF LANGUAGE SERVICES PROVISION

1. General Terms of Sale

These Terms and Conditions, herein included within this Quote, constitute a binding agreement by and between the hiring party (hereon referred to as the "Client") and Trustlations, Inc. (hereon referred to as the "Service Provider") providing for any, some or all language services, which may include translation, proofreading, copy editing, copywriting, interpretation, transcription, or other related services that may derive from these (hereon referred to as "Language Services") by Service Provider in which the Client enters into a binding agreement with the Service Provider.

All orders placed and/or by accepting the Quote herein, imply the Client's full acceptance of these Terms and Conditions without any reservation and to the exclusion of any other document. No special terms will take precedence over these Terms and Conditions unless expressly stated in writing and acknowledged by both parties. The execution of any service by the Service Provider implies the Client accepts these Terms and Conditions and waives his own terms and conditions. Any condition to the contrary shall not be binding to the Service Provider unless expressly accepted by the Service Provider in writing, regardless of when the Service Provider becomes aware of the condition. That the Service Provider does not exercise one or more of the provisions in these Terms and Conditions shall not be interpreted as a waiver of the Service Provider's right to exercise any of the provisions in these Terms and Conditions at a later date.

Service Provider reserves the right to make alterations and/or additions to the Terms and Conditions of Language Services Provision without prior notice. The modified Terms and Conditions of Language Services Provision will become applicable upon Client's acceptance of Quote, unless objections against modifications are made in writing within three (3) calendar days of the notification date of the change.

Changes in and additions to the Terms and Conditions of Language Services Provision and/or agreements made between Service Provider and Client are only valid when agreed to by Service Provider in writing.

The headings above the articles of these conditions are only intended to increase the legibility of this document. The content and meaning of an article placed under a particular heading is, therefore, not limited to the meaning and content of the heading.

1.1 Definitions

1.1a
In the Terms and Conditions of Language Services Provision the following words and expressions are used with a capital. Any of the following words and expressions shown in the singular shall have the same meaning when used in the plural and vice-versa.

1.1b
Client: Anyone who requests and orders the delivery of Language Services.

1.1c
Language Services: All products and services provided by Service Provider (e.g. translations, proofreading, copy editing, copywriting, interpretation, transcription, and any documents generated thereof) and the resulting provisions and related activities.

1.1d
Service Provider: Trustlations, Inc. and its rightful successors or affiliated organizations and partners that will enter into an agreement with Client and has declared the Terms and Conditions of Language Services Provision applicable.

1.1e
Business Days: Normal U.S. working days (Monday through Friday) with the exception of public holidays.

1.1f
Quote: The Quote attached to these Terms and Conditions of Language Services Provision.

2. Quotes and Orders

Each order placed by the Client shall be preceded by a free quote issued by the Service Provider based on the documents to be translated or information provided by the Client. The Quote the Service Provider sends to the Client by electronic mail, fax or post shall include:

- The number of hours that the Language Services will take
- The language pair
- The estimated date of delivery of the translation
- The format of the translated documents in the case where a specific layout has been requested
- Any special rates applied because of urgency, specific research or any other request that goes beyond the Service Provider's usual service or that is considered unusual for the Client's particular request

To confirm an order the Client must return the unaltered Quote with the Client's written approval and signature to the Service Provider by fax or post if the Quote was originally sent to the Client by fax or post. If the Client received the Quote by electronic mail, the Client may confirm the order by expressing their acceptance by returning electronic mail, and stating Client's acceptance. If the Service Provider does not receive the order confirmation, the Service Provider reserves the right not to commence work on the project in question.

If confirmation of the order is not received within thirty (30) consecutive days of the date of the Quote as stipulated above, the Quote shall be considered null and void.

The Service Provider reserves the right, to charge an additional fee and/or not to adhere to the delivery date on the Client's initial order in the following cases:

a) Alteration of documents, the addition of documents, any changes in the source text by the Client after the initial Quote is prepared by the Service Provider and/or once the Language Services are in progress, will be counted as additional text and charged at the same rate or greater rate, which will be agreed upon with the Client, prior to execution, and may require an extension. Language Services are to be delivered before end of day of set date unless an occurrence of Force Majeur would cause a delay, in which the Service Provider is unable to deliver, and so the Language Services will be delivered once the events preventing the delivery are extinguished, or unless the Client causes a delay that may cause set date to change, in which case a new date will be agreed upon between the Service Provider and the Client;

b) Where documents were not provided during the Quote preparation process or where the initial Quote was based on the Client's estimation of the number of hours or an estimate was taken from an excerpt of text only.

In the absence of the Client's express acceptance of the new delivery and/or invoicing conditions, the Service Provider reserves the right not to commence work. Unless otherwise stated on the Quote, costs incurred during the provision of services (travel or courier, express delivery fees, third-party fees, etc.) shall be the responsibility of the Client.

Any decisions to offer a discount, reduction or sliding fee scale, based on a percentage or flat rate, are at the discretion of the Service Provider and only for the service to which they apply for a particular project, and are not to be expected for any other project, hence any discounts or rebates offered to the Client shall not signify an entitlement to similar discounts on future services.

In the event that a quote is not sent to the Client before the commencement of work, translation services shall be invoiced at the standard rate used by the Service Provider.

3. Proof of Order

The Client agrees to consider faxes, e-mails, copies and computer files as equivalent to the originals and valid proof that the order was confirmed.

Verbal agreements, assignments or other expressions of whatever nature by employees of Service Provider are only valid and binding when they have been confirmed in writing by authorized representatives of Service Provider.

4. Deposits/Advance Payments

Any order exceeding 4 hours of work, will be subject to a 50%-100% deposit or advance payment, depending on the Language Service and is to the sole discretion of Service Provider to determine percentage, the amount of which shall be clearly stipulated in the Quote. Work shall begin only once the payment has cleared.

5. Delivery & Acceptance Procedure

5.1 Delivery Dates

Any delivery date or dates agreed between the Service Provider and the Client shall be considered only once the Service Provider has received all the documents to be translated and if the Client has confirmed the order as specified in Article 2 above within one (1) working day(s) from the date of reception of the Quote. After that time the delivery date may be revised if so required, depending on the Service Provider's workload.

All (delivery) dates which may be named by and may be applicable to Service Provider are determined to the best of Service Provider's knowledge on the basis of information made known to Service Provider and will be taken into consideration as much as possible.

(Delivery) dates shall therefore not be considered to be absolute (delivery) dates within which must be delivered, but a time period within which Service Provider shall strive with best efforts to deliver the agreed upon items. If it is not possible to keep to the (delivery) date, then Service Provider and Client will consult with each other to agree on a substitute (delivery) date.

Exceeding a given (delivery) date which may be applicable never constitutes an attributable shortcoming by Service Provider. Service Provider does not accept liability under any circumstances in cases where the (delivery) date may be exceeded.

5.2

Delivery of the Language Services takes place when the Language Service documents are sent by post, fax, courier, e-mail or when a Service Provider employee delivers a Language Service document in person to Client or an employee of Client. All costs relating to transportation and/or insurance of the Language Service documents will be at Client's expense. The manner in which transport takes place is determined by Service Provider and insurance of the Language Service documents by Service Provider will not take place unless agreed upon otherwise in writing.

5.3

Immediately after delivery, as described in article 5.2, there will be an acceptance period, which runs for five (5) consecutive days. During the acceptance period Client must check whether the delivered Language Service documents comply with the agreed upon conditions.

5.4

The Language Service documents shall be considered by both parties as accepted:

- At the moment Client declares in writing to accept the Language Service documents; or
- When Client uses the Language Service documents for productive or operational purposes, when Client directly or indirectly revises/edits the Language Service documents or when Client provides the products to a third party; or
- On the first day following the acceptance period; or
- When Client, before the end of the acceptance period, notifies Service Provider in detailed writing of a complaint: after resolving the complaint by Service Provider.

5.5

When a complaint, as described in article 5.4 (fourth bullet point), in Service Provider's discretion is well-founded, Service Provider shall resolve the complaint, improve/correct or replace the Language Service document or amend the price of the Language Service document. These rights end when the Language Service documents are accepted by Client.

5.6

Filing a complaint or not accepting a Language Service document does not free Client from any obligations of payment.

5.7

If the Language Service documents are delivered in phases, and/or parts are delivered and tested, the non-acceptance of a particular phase and/or part will not delay the acceptance of an earlier phase and/or another part nor its payment.

6. The Service Provider's Responsibilities

The Service Provider agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. The Service Provider agrees to take into account, and include in the translation, information provided by the Client (glossaries, drawings, diagrams, abbreviations). The Service Provider shall not be held liable for any inconsistencies or ambiguities in the source text. The verification of the technical coherence of the final text remains the Client's sole responsibility. Please refer to additional terms and conditions, provided under point 12 contained in these Terms and Conditions of Language Services Provision herein.

6.1

Service Provider only enters into an agreement after written confirmation by Service Provider, except for in the case set out in article 7.1.

6.2

All activities will be performed on Workdays and under normal working conditions.

6.3

Service Provider shall strive with best efforts and in good faith to fulfill the Language Services.

6.4

Service Provider will only be obligated to follow timely and reasonable instructions given when performing Language Services if explicitly agreed upon in writing. Service Provider is not obligated to follow instructions that will alter the content or scope of the agreed upon Language Services. In the event such instructions are followed, the Language Services performed will be charged on the basis of subsequent calculation.

6.5

All activities will be performed on Workdays and under normal working conditions.

6.6 Overtime, Rush Fee and Weekend Fee

Activities that are performed outside of Workdays are considered as overtime. The applicable rate will be increased with 20% for overtime after or before Workdays. Where Language Services are requested by Client to be performed during weekends and/or public holidays, and/or are required to due to time constraints bared on Service Provider by Client's performance, delivery of files or any other action from Client causing these time constraints on Service Provider, the applicable rate will be increased with 30% for overtime on weekends and public holidays. This increase will be notified to Client in writing, prior to execution, and Client shall send a written notice, via electronic mail or fax approving this increase in price, prior to commencement, and this new quote shall be held to the same Terms and Conditions of Language Services Provision or additional terms and conditions as stipulated by Service Provider, and in sending back/replying and thus accepting this new quote, Client is held to the aforementioned terms and conditions.

6.6a. Advice/Consultancy/Project management

All Products that can be considered advice or which can be described as advice, such as but not limited to consultancy and project management, will only be given to the best of Service Provider's knowledge and capability.

6.6b.

Service Provider is not responsible and/or liable if the activities that flow forth from advice result in a failure to carry out a project from Client within allocated budgets, time schedules and other agreed upon conditions.

7. The Client's Responsibilities

The Client will provide the Service Provider with all of the texts to be translated and all of the technical information required to understand the text and, where necessary, the specific terminology required. If the Client fails to submit all necessary information to the Service Provider, the Service Provider shall not be held liable if the translation does not confirm to the Client's standards or if delivery is late.

The Client has five (5) business days from the time the translated documents are delivered to inform the Service Provider in writing of any discrepancy concerning the quality of the translation. Once this period has expired, the service shall be considered duly completed and no claims may be made. The Client agrees to consider postal, fax or electronic mail receipts as proof of delivery.

7.1

If a Quote and its Terms and Conditions of Language Services Provision is sent by Service Provider to Client and Client fails to approve this document by replying to it via electronic mail to Service Provider, Client accepts by partial or full payment of compensation to Service Provider the contents of such document and the Terms and Conditions of Language Services Provision.

7.2

If Client accepts Quote and thus enters into an agreement with Service Provider on behalf of a third party, Client will be fully responsible and liable for the entire fulfillment of the resulting obligations by that third party.

7.3

Client shall provide all necessary cooperation to Service Provider and shall make known in time all useful and necessary data and/or other information required for an adequate execution of the Language Services. Client shall ensure the accuracy of this data and/or other information.

7.4

If necessary for execution of the Language Services, data, information and/or requirements are not in time, and/or not in accordance with these Terms and Conditions of Language Services Provision, and/or not made available to Service Provider, and as a result to that at Service Provider's discretion Service Provider is not able to execute the Language Services properly or these circumstances result in extra work, Service Provider has the right to adjust the Quote and/or prices to these circumstances.

7.5

Service Provider shall always be entitled to consider additional activities to an order as a new separate order.

7.6

Client and its clients will not enter into any direct or indirect commercial, employment or other such relations with employees from Service Provider during the agreement and for a period of 12 (twelve) months after termination or dissolution of the agreement, without the written consent of Service Provider. Client will ensure that its clients will comply with the foregoing obligation.

7.7

In the event that Client breaches article 7.6, Client will be charged, without further notification required, a fine of US\$50,000 (fifty thousand) for each breach, undiminished the right of Service Provider to claim full compensation for damages incurred.

8. Confidentiality

Service Provider and Client mutually commit themselves to the confidentiality of all data and information concerning each other's organization, clients, files and Products, of which they become aware while working for each other or for Client's clients. Data and information may only be used in order to carry out the agreement between parties.

The Service Provider agrees to respect the confidentiality of all information provided by the Client before, during and after the provision of services. Original documents shall be returned to the Client upon simple request.

The Service Provider shall not be held liable in the event that information is intercepted or used by a third party during the transfer of data, in particular via the Internet. Therefore, to ensure the confidentiality of any sensitive information, the Client must inform the Service Provider – before the provision of services or at the time the order is placed – as to the means of transmission the Client would like the Service Provider to use.

However, Service Provider is at all times entitled to make use of third parties when performing activities, and will take precautionary measures where possible to ensure the confidentiality of any sensitive information, yet the Service Provider shall not be held liable in the event that information is intercepted or used by another third party or a third party to that third party and so on and so forth, before, during or after the transfer of data.

9. Format

Final translations are delivered by electronic mail in low-res (non-editable format) for Client to review and make any comments within five (5) business days of delivery, as stated in point 7. Once any input is received from the Client, Service Provider will approve and input in Word document, or otherwise or challenge these. Full payment is due five (5) business days after client has reviewed the low-res files and prior to receiving the final Word (editable) file(s), unless otherwise specified, and agreed upon written request and approval by Service Provider.

On request, translations may be delivered by fax, by post or on CD, where applicable fees will need to be reimbursed to Service Provider. Any other means of delivery or formats must be expressly agreed by both parties and may result in additional fees.

10. Corrections and Proofreading

In the event of discrepancy regarding certain parts of the translation, the Service Provider reserves the right to correct these parts in cooperation with the Client. Client will have five (5) business days to submit any comments, corrections, suggested editions, etc., to Service Provider, which reserves the right to input, approve or otherwise challenge these.

If the translation is to be published, the Service Provider shall receive the Printer's and/or Client's proofs to input, approve or otherwise challenge these, before the document goes to print. Unless otherwise specified in writing, all corrections will result in additional charges to be billed at the Service Provider's standard rate.

Service Provider offers proofreading and editing within its Language Services and bills separately and additionally for these, which may or may not be included in the Quote herein. If not included within the Quote herein, a separate quote will be submitted where an estimate will be provided for the specific project where the aforementioned Language Services will be estimated. All the terms and conditions, contained in these Terms and Conditions of Language Services Provision herein apply

for the aforementioned Language Services, and where specified within the separate quote, other terms and conditions may apply.

11. Payment

Payment conditions or any other conditions used by Client will not be applicable. The applicability of payment conditions or any other conditions from Client or from third parties on behalf of Client are therefore expressly rejected by Service Provider, unless explicitly accepted in writing by Service Provider.

Unless otherwise specified on the Quote, payment shall be made in full to the Service Provider no later than ten (10) business days from the date of the invoice, which shall typically be submitted the date of the delivery of the low-res files containing the Language Services content.

Service Provider has the right to charge payments in advance. If full payment of the advance is not made, Service Provider has the right, undiminished its other rights that may flow forth from the agreement, to suspend all its obligations and all amounts owed by Client will be immediately due.

Should Client fail to fulfill any obligation, Client is in breach without any further notification of breach being required. Service Provider reserves the right to charge all incurred costs to Client, including judicial and extrajudicial expenses, with regard to the collection of debts from Client. Extra-judicial collection costs amount to 15% of the debt or at a minimum of US\$500 (five hundred), whichever is greater. In any case Client will be charged interest on a monthly basis, at the legal percentage rate, on all outstanding debts starting from the date of failure to pay.

Client will pay all amounts indebted within ten (10) business days of the invoice date. In the event of late payment, orders in progress can be unilaterally interrupted until full payment is received. The Client will be liable for late payment fees of one and a half times the prevailing base legal interest rate, applied to the entire sum in question without any formal notice being required and shall be applicable and accrued on a monthly basis for every 30 calendar days the payment is late. Language Services and Language Service documents remain the property and are copyright of the Service Provider until payment has been made in full.

Until full payment has been made, Service Provider has the right to suspend all services and obligations to Client. The Client's obligation to meet Client's commitments remains unchanged.

The indebted amount may be increased with order costs, postage costs and costs of third parties. An increase can also take place in the event that activities have to take place outside of Service Provider's office. In the event that activities need to take place outside of Service Provider's office, hourly rates, travel and waiting time compensations, actual travel and/or mileage compensation, hotel expenses and any other costs connected to such services will be charged. The travel and waiting time compensation amounts to 100% of the current hourly rate. The means of transportation will be determined by Service Provider. The foregoing is also applicable on services provided outside of The United States or the country where the Service Provider's representative may be living at, at the time where the aforementioned services are required.

Unless agreed upon otherwise, the following payment schedule will apply to Client:

A. In the case Language Services are to be fulfilled for a period that is less than 30 calendar days:

- First term, a minimum of 50% of the estimated amount due included in the Quote, will be paid as an advance;
- Second term, the remainder of 100% of the amount due per the final Invoice will be paid to Service Provider, within ten (10) business days immediately after delivery of low-res and/or non-editable Language Service document to Client.

B. In the case Language Services are to be fulfilled for a period that is more than 30 calendar days:

- First term, a minimum of 50% of the estimated amount due included in the Quote, will be paid as an advance;
- Second term, 25% of the amount due will be paid 30 calendar days after Language Services and their monetary expense were first accepted by Client;
- Third term, the remainder of 100% of the amount due per the final Invoice will be paid to Service Provider, within ten (10) business days immediately after delivery of low-res and/or non-editable Language Service document to Client.

The prices agreed to between Service Provider and Client are among other things based on the costs of salaries, social premiums, materials, and travel and accommodation costs, etc., as well as the rate of exchange between the currencies as applicable at the time of closing of the agreement. Service Provider is authorized, in case of changes to one or more of the cost items and/or changes in the rate of exchange, to adjust the prices to these changes.

Service Provider will offer Client the possibility to become acquainted with possible changes in prices. If Client does not agree with a price change, Client will only be permitted to terminate the agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year

for price increases announced for the next year) as published by the U.S. Bureau of Labor Statistics or other U.S. governmental agency by 5%.

Abovementioned paragraphs leave all the legal rights of Service Provider, on the basis of Client's failure to meet its obligations, unhindered.

The amount quoted within the attached Quote may vary before, during or after the preparation of Language Services. The final amount will be reflected on final Invoice to Client, and may vary from Quoted amount. Client's payment responsibilities are for the full invoiced amount as reflected in the final Invoice generated from Service Provider to Client.

In the case of payments by foreign check or bank transfer, all additional exchange costs and bank charges incurred will be invoiced to the Client at time of or a posteriori of initial invoice, which may require an additional invoice and additional charges.

12. Copyright, Intellectual and Industrial Property and Written Language Services

Unless agreed upon otherwise in writing, all intellectual property rights, industrial property rights and other rights resulting from all activities and/or orders carried out by Service Provider, regardless when or where they were carried out, reside with Service Provider. Without the prior written consent of Service Provider, Client is not permitted to duplicate, disclose and/or publish (parts of) the Language Services documents.

Unless agreed upon otherwise, Client will be granted a perpetual license to use the Language Services documents upon delivery.

Before requesting the translation of a document, the Client must ensure that this does not infringe on any third party rights. Therefore the Client must be the author of the original document, or have obtained written permission to have the document translated from the party holding the copyright to the document. Client shall protect Service Provider and hold Service Provider harmless from any allegation to the effect that the text, models, drawings, forms and other materials and documentation provided by Client to Service Provider violate any right of a third party.

If these conditions have not been ensured by the Client, under no circumstances shall the Service Provider be held liable if all, or a portion of, the documents to be translated were to infringe on the rights of a third party or violate any applicable regulations. If this were to occur, the Client shall be held solely responsible for any harm or financial consequences resulting from the Client's negligence.

Furthermore the Client acknowledges that the translation is a new document, whose copyright is held jointly by the author of the original document and the Service Provider. As a result, for literary or artistic translation, and without harm to the Service Provider's rights to the work, the Service Provider reserves the right to require that the Service Provider's name be mentioned on any copies or publications of the translation, in compliance with Copyright Office regulations codified in the United States Code of Federal Regulations (CFR) (Title 37—Patents, Trademarks, and Copyrights), also known as Circular 96.

Whereas all copyright conditions are met as abovementioned, the Client has undertaken to publish at its own risk and expense the written rendering of the Language Services and the Service Provider undertakes to produce a language document of the Language Services from source language into target language on behalf of the Client, it is hereby agreed between the parties as follows:

12.a. Translations

The Service Provider warrants to the Client that said Language Services into target language shall be a faithful, accurate rendition of the original source language into idiomatic target language and that no modifications, additions, or deletions of substance to the text of the Language Services will be made without the approval of the Client. The Service Provider will attempt to flag sections of the text requiring the Client's decision regarding the substance of the text, but will not be held accountable for errors and omissions that may be produced during the transcription process and translation process. In the first set of revisions, Client or author requested changes in style or content will be input, approved or challenged by the Service Provider. Thereon, Client or author requested changes in style or content will be input by the Client and will be the sole responsibility of the Client to ensure the definition of its content.

12.b. Transcriptions

The Service Provider warrants to the Client that a project that requires transcription from audio to text without translation, shall be a faithful, accurate rendition of the original source audio into equivalent text and that no modifications, additions, or deletions of substance to the text of the audio will be made without the approval of the Client. The Service Provider will attempt to flag sections of the text requiring the Client's decision regarding the substance of the text from the submitted audio, but will not be held accountable for errors and omissions that may be produced during the transcription process, and if

subsequent translation is requested of this transcription text, that Service Provider will not be held accountable for errors and omissions that may be produced during the translation process. To the best of its knowledge and abilities the Service Provider will produce a textual transcription of the audio in the aforementioned audio and/or audiovisual format (i.e. MP3, MP4, VHS, CD, DVD, tapes/cassettes, LPs, etc.). Client or author will flag certain sections for further scrutiny at a second stage in order to attempt the most exact transcription possible, but again Service Provider will be held harmless and not accountable for any errors or omissions that may occur when transferring from audio to written transcription text. The latter (i.e. second stage) is not included in this initial Quote, unless otherwise indicated.

In consideration of the payments specified, the Service Provider hereby assigns full copyright to the Language Services in the target language throughout the world to the Client.

13. Cancellation

Should the contracted work be withdrawn by the Client or not materialize, a fee covering the Language Services up to that point will be paid by the Client to the Service Provider. Any amount remaining from the deposited percentage will be reimbursed to the Client, minus any wire transfer, PayPal or other payment institution or third party expenses.

Both Client and Service Provider will have the right to terminate said project, provided that 1 business day(s) written notice is given in advance and payment is made on the work completed.

The completed Language Services will be returned to Client via electronic mail.

If necessary for execution of the Language Services, data, information and/or requirements are not in time, and/or not in accordance with the agreements, and/or are not made available to Service Provider, or if Client fails to meet its obligations in any other way, Service Provider has in any case the right to terminate or dissolve the agreement or to suspend execution of the agreement and has the right to charge the costs incurred at its usual rates or additional rates where applicable.

14. Force Majeure

Neither party is obligated to fulfill any obligation if they are prevented from doing so as a result of circumstances, which can be considered beyond their fault, and by law, legal act, or generally accepted practices cannot be held accountable for.

The aforementioned Force Majeure circumstances are considered as causes beyond that Service Provider's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of non-liability, the party experiencing the difficulty shall give the other prompt notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. Force majeure shall also include performance failures caused by natural disasters (earthquakes, hurricanes, floods, fires, bad weather conditions), wars, riots or other major upheaval, performance failures of parties outside the control of the contracting party (e.g., disruptions in telephone service attributable to the telephone company or labor actions by employees of a common carrier), server failures and software glitches. Force majeure shall also include failure to perform by a supplier of Service Provider, the late or non-availability of required information and specifications, explosions, electricity failures, network failures, illness, lack of staff, strike or other employment conflicts, accidents, actions by the government, not being able to obtain required licenses and/or permits, lack of materials, theft, traffic disruptions and/or transportation problems.

When Force majeure is of a temporary nature, Service Provider has the right to suspend its commitments until force majeure has ceased to exist without being obliged to any form of damage compensation.

Service Provider reserves the right, in the case of Force majeure, to collect payment for obligations already fulfilled before Force majeure was known.

15. Reservations

Service Provider shall commence execution of the agreement between Service Provider and Client only after the Quote has been approved via electronic mail or fax by Client, action by which Client accepts these Terms and Conditions of Language Services Provision and/or having received payment of all amounts due prior to commencement. Should Service Provider commence execution of the agreement prior to receiving the electronic mail reply in which the aforementioned Quote was sent and/or having received payment of all amounts due prior to commencement, Service Provider reserves the right to suspend execution of the agreement pending receipt of the electronic mail reply in which the aforementioned Quote was sent and/or having received payment of all amounts due prior to commencement.

Client's rights, such as, but not limited to the transfer of Language Services documents, are provided under the suspended condition that Client pays the agreed compensations fully and on time. In case of failure to pay, Client must return the

Language Services documents to Service Provider at Client's expense within 1 (one) day of receiving the instruction from Service Provider to do so. All other remedies in law remain applicable. Service Provider will maintain all the rights as owner of the new Language Services document until the moment payments have been made fully and on time, and any use of the Language Services document by Client will be considered a violation of the Service Provider's rights and duly reprehensible in compliance with Copyright Office regulations codified in the United States Code of Federal Regulations (CFR).

16. Risk

From the moment of delivery Client will bear the risk of the Language Services documents delivered even if possible ownership and user rights have not yet been transferred. As a result Client will be held accountable for full payment of the Language Services documents delivered regardless of the situation that the Language Services documents delivered have perished or that their value has declined due to circumstances for which Service Provider cannot be held accountable. The aforementioned will also be applicable from the moment in which Client does not make it possible for Service Provider to make a delivery.

17. Nullity

If one or more terms (or part of a term) of the agreement are nullified, declared to be nullified, annihilable or have lost their validity in another way, the other terms (or part of the term in question) of this agreement will remain in force undiminished.

In regard to terms (or part of the term) that are nullified, declared to be nullified, annihilable or lose their validity in another way, parties shall consult with each other to try to reach a substitute arrangement within which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

18. Transfer

The agreement between Service Provider and Client and the rights and obligations, which flow forth from this agreement, cannot be transferred to a third party by Client without the prior written consent from Service Provider.

19. Claims, Disputes and Liability

In the event of a complaint or dispute of any nature, the Service Provider and the Client agree to attempt to settle the complaint or dispute amicably and in good faith.

The liability of the Service Provider on any grounds shall be limited to the invoiced value of the work. Service Provider's liability exists solely when Client immediately and appropriately notifies Service Provider of the deficiency in writing, proposing therein a reasonable time period for correction of the deficiency and Service Provider then culpably fails to meet the aforesaid obligations. The notification of deficiency ought to be as detailed a description of the deficiency as possible so that Service Provider is able to react adequately, and a reasonable amount of time need be awarded to fulfill the aforementioned obligations. Under no circumstances shall the Service Provider be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. The Service Provider shall not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to force majeure, or technical issues with fax transmission, electronic mail, post or other unforeseen problems.

The condition for the existence of any right to compensation is always that Client notifies Service Provider in writing, within the five (5) calendar days after the delivery of the Language Services document, the period in which the Language Services document is to be revised by Client, by registered mail, and takes the necessary measures to limit the damage as much as possible.

Client indemnifies Service Provider from all liability regarding third parties due to allegations as a consequence of a deficiency in a Language Services document, system or service provided by Client to third parties that consisted of a delivery made by Service Provider.

The Client will undertake to hold the Service Provider and any of its parties harmless from all suits and all manner of claims and proceedings or expenses which may be taken against or incurred by the Service Provider on the grounds that the original Language Services document contains anything libelous or objectionable or for any errors and/or omissions that may arise from the Language Services. The Client shall indemnify and hold harmless the Service Provider and any of its parties against all damages, costs, and expenses (including reasonable attorneys' fees) sustained by the Service Provider in connection with any claim, suit, or proceeding based on or arising out of the underlying material provided by the Client. If so requested by the Service Provider, the Client shall assume full responsibility for the defense and settlement of such claim or action. This Agreement rules over any other agreement with Client.

By accepting the Quote wherein these Terms and Conditions are contained, the Client affirms that he/she has read and understands this Agreement.

Service Provider is in any case not liable for any damage and will not compensate for any damage which Client may suffer on the basis of the agreement entered into with Service Provider, however caused, including possible claims of liability against Client by third parties.

Service Provider's liability for indirect damage, including consequential damage, loss of profit, loss of savings, mutilated and/or lost data, delays, losses, damage as a result of a failure of Client to provide the required information or assistance, damage through corporate inactivity and/or claims from third parties against Client, is expressly rejected.

(Legal) claims of Client under agreement with Service Provider, lapse 6 (six) months after they have incurred.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, USA.