

CLIENT TERMS OF BUSINESS FOR THE SUPPLY OF TRANSLATION SERVICES

1. Definitions

- 1.1 *'Client'* means the person, firm, organisation, statutory or corporate body, together with any subsidiary or associated undertaking, for whom Pearl Linguistics Ltd has agreed to provide the Services pursuant to these terms and conditions of business.
'Services' means translation and other associated services required by the Client and specified on the Cost of Estimate Sheet or ORBIT™ Book Translation Form.
'Source Material' means any documents, materials, element of text, images, graphics, photographs, designs, data or other information provided by the Client to Pearl Linguistics Ltd relating to the Services.
'Deliverable' means the final, translated version of the Source Material or other such document provided by Pearl Linguistics Ltd to the Client pursuant to and resultant from the Services.
'Cost of Estimate Sheet' means the sheet in which details of the required service is specified and to which these Terms of Business are appended.
'ORBIT™' means Online Resource for Booking Translations and Interpreting, Pearl Linguistics' online booking portal for account clients only.
'ORBIT™ Book Translation Form' means the electronic form in which the required service is specified and to which these Terms of Business are appended.
- 1.2 The headings contained in these Terms are for convenience only and do not affect their interpretation.

2. Supply of Services

- 2.1 If the Services are booked via telephone or email, the Client shall sign, date and return the Cost of Estimate Sheet to their Account Manager at Pearl Linguistics to acknowledge the Client's acceptance of the Services and charges outlined in the Cost of Estimate Sheet before Pearl Linguistics Ltd undertake any work on their behalf. Any changes or additions to the Services or these terms and conditions must be agreed in writing by Pearl Linguistics Ltd.
- 2.2 If the Services are booked via ORBIT™ by completing the Orbit™ Book Translation Form then the Client, as an account holding client of Pearl Linguistics, shall be deemed forthwith to accept these terms and conditions of business and shall remunerate Pearl Linguistics Ltd for any work ordered in this manner in accordance with Pearl Linguistics' published rates for its services.
- 2.3 The Client at its own expense shall supply Pearl Linguistics Ltd with all necessary Source Material within sufficient time to enable Pearl Linguistics Ltd to provide the Services. The Client shall be responsible for and therefore ensure the accuracy of all Source Material.
- 2.4 Pearl Linguistics may correct any typographical or other errors or omissions in any brochure or other published literature relating to the provision of the Services without any liability to the Client.
- 2.5 Pearl Linguistics Limited reserves the right and therefore shall be entitled to sub-contract or otherwise outsource all or any part of the Services.

3. Intended Usage

- 3.1 The Client shall clearly indicate the intended use of the translation or other consequence of the Services.
- 3.2 A translation or other consequence of the Services shall only be used by the Client for information and

understanding only, and shall therefore only be of sufficient standard for such use by the Client.

- 3.3 Should the Client wish to use the Deliverable for any other purpose (including, by way of non-exhaustive examples, for the purpose of external marketing/public domain exploitation or as evidence in civil or criminal proceedings), the Client shall obtain confirmation from Pearl Linguistics Ltd that the translation is suitable for that purpose. Pearl Linguistics Ltd reserves the right to amend and adapt any previously supplied translation, if necessary, for the new purpose.
- 3.4 Where the purpose of the translation is not disclosed, Pearl Linguistics Ltd shall execute the translation as if it were for information only pursuant to clause 3.2 herein. However, if in Pearl Linguistics' judgement, the apparent intended purpose is otherwise, Pearl Linguistics shall communicate with the Client, whenever possible, before commencing translation in order to clarify the intended purpose.

4. Charges and Payment Terms

- 4.1 Pearl Linguistics Ltd reserves the right to adjust pricing.
- 4.2 All accounts are net and due as specified in the Cost of Estimate Sheet or, if ordered via the Orbit™ Book Translation Form, as agreed with the Client in writing; otherwise, all accounts are due upon delivery of the Deliverable. The Client shall pay such charges with cheque payable to Pearl Linguistics Ltd, or via bank transfer with any charges for such assumed by the Client, within 30 days of the date of invoice issued for the Services.
- 4.3 If the provision of the Services is estimated by Pearl Linguistics to take longer than 3 months to complete, Pearl Linguistics Ltd shall be entitled to invoice the Client at monthly intervals for the pro-rated part of the total charge payable for the completed Service.
- 4.4 Reasonable additional charges shall be levied by Pearl Linguistics Ltd for the performance of any or all of the following in connection with the Services:-
- 4.4.1 Sending of facsimile messages
 - 4.4.2 Delivery by courier
 - 4.4.3 Proofreading of any completed translation work prepared by or for Pearl Linguistics Ltd by a native speaker other than the original translator
 - 4.4.4 Changes or other amendments required by the Client after the completion of the Services.
- 4.5 Unless otherwise agreed, prices are sterling. If any cheque payment from the Client is returned by the bank as unpaid for any reason the Client will be liable to Pearl Linguistics Ltd for an administration fee of £30.
- 4.6 Payment of invoices outside these terms will be subject to the remedies contained within the provision of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended and supplemented by the Late Payment of Commercial Depts. Regulations 2002), which includes interest and compensation.
- 4.7 Where delivery is to be made by instalments, each delivery shall be deemed for such purpose to be the subject of a separate contract and any failure whatsoever by Pearl Linguistics Ltd in respect of any one delivery shall not entitle the buyer to repudiate the contract or to cancel any instalments remaining to be delivered thereunder.

5. Delivery

- 5.1 Any date intimated by Pearl Linguistics Ltd for delivery of the Deliverable or otherwise as to the completion of the Services is given and intended as an estimate only and time shall not be of the essence in relation to such completion. Pearl Linguistics Ltd will use reasonable endeavours to meet such an estimated date but shall not be liable for any damage or loss, whether arising directly or indirectly out of its failure to meet such a date. 5.2 In the event of Force Majeure (Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected Pearl Linguistics Ltd's ability without fault to meet the terms of a contract with the Client as agreed), Pearl Linguistics Ltd shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both Pearl Linguistics Ltd and the Client to terminate the Services, but in such event, the Client shall pay Pearl Linguistics Ltd for any and all work already completed. Pearl Linguistics Ltd will use reasonable endeavours to assist the Client to place its commission elsewhere.
- 5.2 Delivery of the Deliverable to the Client is deemed to have taken place upon posting or delivery to a carrier, or transmission by fax, email, modem or Internet and the risk shall pass to the Client. However, Pearl Linguistics Ltd will retain a copy of the translation and upon request by the Client will forward a further copy free of charge.

6. Urgency

Although an urgency surcharge may be levied for urgent Services requested by the Client, because such urgency may preclude the necessary time to check and edit the translation, and result in the use of multiple translators for larger volumes may result with inconsistencies and inaccuracies, Pearl Linguistics Ltd shall not be liable for any direct or indirect loss flowing from the accuracy and/or consistency of the Deliverable or other such consequential urgency issues.

7. Liability

- 7.1 Pearl Linguistics Ltd shall be relieved of all liability for obligations incurred to the Client whenever and to the extent of which the fulfilment of such obligation is prevented by any cause beyond its control.
- 7.2 Pearl Linguistics Ltd shall not be liable to the Client or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit) and the Client shall indemnify Pearl Linguistics Ltd against all claims and demands upon the Pearl Linguistics Ltd for any such consequential loss or damage.
- 7.3 Pearl Linguistics Ltd will only accept responsibility for any errors or omissions if a full report stating each and every one of the errors or omissions alleged is submitted to Pearl Linguistics in writing. As a result of any error or omission in work undertaken by Pearl Linguistics Ltd, Pearl Linguistics Ltd will, as its option, either re-type the work or compensate the Client for the cost of any additional typing or printing up to the amount of the fee charged to the Client in respect of the Services, provided that such fee has been paid to Pearl Linguistics Ltd and provided the work has been used by the Client for the purpose indicated to Pearl Linguistics Ltd by the Client. If the Client has not given written notice to Pearl Linguistics that the Deliverable is not satisfactory within 10 working days of its delivery to the Client, the Client shall be deemed to have accepted and approved the Services and the Deliverable and Pearl Linguistics shall have no liability for any defect in the quality of the translation or their failure to correspond with the Cost of Estimate Sheet and the Client shall be bound to pay Pearl Linguistics Ltd as if the translation work had been satisfactorily supplied. Whilst Pearl Linguistics will make every reasonable effort to deliver an accurate translation of the Source Material, the Client's subjective preferences in determining the accuracy of translation work cannot be accommodated as standard practice in

any way whatsoever. Without provision by the Client, in writing, of their own list of terms or glossary of preferred terminology and receipt of the same by Pearl Linguistics Ltd, Pearl Linguistics Ltd will not accept liability for nor to undertake revisions or changes to the Deliverable and further the Client's subjective preferences in rendering of text in any language whatsoever cannot be accepted as reason for dispute or reduction of the final invoice due.

7. Cancellation

Upon the Client booking the Services in accordance with clause 2.1 or, as the case may be, clause 2.2 herein, the Client shall not under any circumstance other than as set out in these terms and conditions be entitled to cancel the Services.

8. Confidentiality

The nature of the work performed and any information transmitted to Pearl Linguistics Ltd by Client shall be confidential. Pearl Linguistics Ltd shall not without the prior consent of client, divulge or otherwise disclose such information to any person other than authorized employees or authorized subcontractors of Pearl Linguistics Ltd whose job performance requires such disclosure. The provisions of this paragraph shall not apply to the extent that Pearl Linguistics Ltd is required by law to divulge such information or to the extent that such information is or becomes a matter of public knowledge other than by disclosure by Pearl Linguistics Ltd.

9. Copyright

Without prior written agreement to the contrary, copyright in the Deliverable shall vest in Pearl Linguistics Ltd and the Client, upon payment of all outstanding charges to Pearl Linguistics for the Services is granted a licence to exploit such translation for its stated purpose only. Unless otherwise agreed in writing, any published text of the translation shall carry the following statement.
Translated from (language) by Pearl Linguistics Ltd, (year)

10. Third Parties

- 10.1 A person or entity that is not an express party to these terms and conditions (and therefore this agreement) has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any of these terms and conditions and Pearl Linguistics Ltd shall have no liability whatsoever to any such third party.

10. Governing Law & Jurisdiction

These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales and are subject to the exclusive jurisdiction of the Courts of England and Wales.