

# GENERAL TERMS OF CONTRACT

## 1 – GENERAL

The following general terms and conditions apply to all translation assignments agreed between DELINGUA Language Service (hereafter “Language Service”) and the Client. They supersede any terms and conditions offered by the Client, unless the Language Service specifically approves the application of such terms.

## 2 – QUOTATIONS AND CONTRACTS

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

2.2 The Language Service may revoke quoted prices or terms of delivery in cases where 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 Language Service shall be regarded as a contract.

2.3 The Language Service considers as a Client any person or entity that has placed an order with the Language Service, unless the said person or entity has explicitly stated that they are acting on behalf of a third party. In such cases, the Client will provide the Language Service with the name and address of the third party, in addition to the invoicing address, upon placing the order.

2.4. Any reasonable doubt on the part of the Language Service about the Client’s ability to pay entitles the Language Service to request a deposit from the Client before executing the order.

## 3 – LIABILITY OF THE CLIENT

3.1 The Client shall deliver to the Language Service according to the agreed timetable all documents and reference material, such as earlier translations, terminology, publications and other fundamental information at his disposal. When necessary, the Client shall demonstrate to the Language Service a specific method used or technical construction or function described in the original text. The Client is liable for the information, advice and terms given to the Language Service as well as for the suitability of the finished translation for its intended purpose.

3.2 Any major changes made by the Client to an order after the contract has been concluded shall entitle the Language Service to either modify the quoted price and/or terms of delivery or to refuse to execute the order altogether. The Client must inform the Language Service of any desired changes in writing. The Client shall be liable for any additional costs and delays incurred by such changes.

3.3 Cancellation of an order by the Client shall entitle the Language Service to claim payment for any translation work already completed and for the time spent on that order as well as payment of any possible service fee, additional costs, damage and loss caused by the cancellation. The Language Service shall make any completed work available to the Client at the latter’s request.

## 4 – LIABILITY OF THE LANGUAGE SERVICE

### 4.1 Execution of orders

4.1.1 The Language Service shall carry out an order to the best of its ability, utilising the professional know-how and translation skills necessary to meet the requirements of the assignment. If there is no explicit obstacle to so doing, the Language Service can consult experts in relevant fields to assist with the translation. The Client shall bear the costs of any expert help, if this was agreed upon beforehand. Otherwise, these costs are included in the price of the translation, and the Language Service shall be liable for the payment to the experts that were consulted.

4.1.2 The Language Service shall keep any information provided by the Client strictly confidential. When required, the Language Service and the Client can sign a separate contract governing confidentiality.

4.1.3 The Language Service shall be entitled to hire freelance translators to execute the order without prejudice to the Language Service’s responsibility for the confidential treatment and proper execution of the same. The Language Service 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.

### 4.2 Liability for errors and changes

4.2.1 The Language Service is liable for executing the order as agreed. The Language Service is also liable for the opinion of any experts consulted, unless the Language Service and the Client have agreed otherwise. If the original text is unclear or defective, the Client or a contact person appointed by him shall provide the Language Service with the necessary clarification in order for the liability for the translation to remain with the Language Service.

4.2.2 The Language Service is not liable for any corrections or changes that the Client or anyone else may make to the translation after it has been delivered to the Client by the Language Service.

4.2.3 The liability of the Language Service will never exceed the amount invoiced for the translation. The Language Service shall be exclusively liable for damage which derives directly and demonstrably from shortcomings attributable to the same. The Language Service shall not be liable for other forms of damage, such as consequential damage, loss of profits or delays. These limitations do not apply to damages which derive directly from deliberate action or gross negligence on the part of the Language Service.

4.2.4 The Language Service is considered liable until the Client has checked and accepted the translation delivered by the Language Service. The responsibility for checking the translation lies with the Client. The liability of the Language Service will expire fourteen days after the translation has been sent by post or otherwise delivered to the Client, unless the Client has during that time presented a complaint in writing concerning the quality or price of the translation. The Language Service continues to be liable after the time mentioned for any errors or changes that the Client can prove derive from deliberate action or gross negligence on the part of the Language Service, and that the Client could not reasonably have noticed within fourteen days from the delivery of the translation. This liability of the Language Service will lapse in ten years from the delivery of the translation to the Client.

4.2.5 In the case of a valid complaint, the Language Service shall be granted a reasonable period of time to improve or substitute the translation. If the Language Service cannot reasonably be expected to perform the required improvements or substitution, it may grant the Client a discount. In this eventuality, the Client is still obliged to pay for the translation ordered.

## 5 – CHARGES AND PAYMENT

5.1 Prices are based on the initial word or line count estimate, unless agreed otherwise.

5.2 The Language Service is entitled to charge a minimum fee of €40 for orders under 160 words or 20 lines.

5.3 The Language Service 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 upon conclusion of the contract. In this case, the Language Service must immediately inform the Client.

5.4 All prices are net prices. 22% VAT will be added to the net rate only in the event that the Client is a resident or the company is registered in Finland.

5.5 The invoice will be sent via e-mail to coincide with delivery, and/or at the explicit request of the Client by post.

5.6 Payment for the translation supplied under the contract is due in full 14 days after the invoice date and in the currency invoiced. All transfer fees and other fees will be paid by the Client.

5.7 If the payment is not made in full by the expiry date, the Client shall be immediately and without notice considered in default. In this case, the Client has to pay 9.5% statutory interest on the invoice amount from the due date until full settlement. The Client is also required to pay all fees resulting from the collection of the charges in default.

## 6 – DELAY AND CANCELLATION

6.1 The translation shall be delivered according to the agreed timetable. If the changes mentioned in 3.2 cause additional work or otherwise delay the translation, the Language Service is entitled to postpone the delivery date.

6.2 The Language Service is not liable for any delays deriving from the inability of the Client to deliver the original text or reference material to the Language Service either upon concluding the contract or on another agreed date or in cases where the delay is otherwise caused by the Client.

6.3 If the translation proves to be of a level of difficulty that could not reasonably have been foreseen upon conclusion of the contract, this may be a reason for cancelling the contract or transferring it to a third party. When the Language Service notices that the translation is more difficult than could have been reasonably foreseen, the Language Service will inform the Client immediately.

6.4 If the Language Service is compelled by force majeure to discontinue the execution of the contract, the parties shall agree on extending the deadline or cancelling the contract.

6.5 The announcement of the delay is made by e-mail or otherwise in writing as soon as the delay has occurred or can be foreseen. The measures to be taken because of the delay shall be separately agreed upon.

## 7 – COPYRIGHT

The Language Service holds the copyright to the translation according to the Copyright Act (404/8.7.1961). The translation may be used only for the agreed purpose. Without the permission of the Language Service no translation can be edited, shortened or changed. If the Client receives a revision of the translation from a third party, the Language Service must be informed and be given a chance to accept the revised text. The name of the Language Service must always be mentioned in translations that are published, unless there is an agreement with the Client not to do so.

## 8 – DISAGREEMENT

In case of a disagreement between the Client and the Language Service about the quality or payment of a translation, the disagreement shall be settled in accordance with Finnish law.