# **General Terms of Sale for Translation and Interpreting Services**

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#### Confidentiality:

All documents sent to 001 Translation will remain strictly confidential.

#### **Prohibited Translations:**

001 Translation will not translate any document that is inconsistent with the law or that could be considered pornographic or racist in any way.

#### Copyright:

The copyright of all completed translations will automatically become the property of 001 Translation unless otherwise stated in the cost estimate.

#### Rates:

Tax at the applicable rate will be charged on all indicated rates and will be mentioned upon payment.

Customers must provide truthful and accurate information regarding their domicile. 001 Translation will not be held liable for inaccurate information provided by customers.

#### Online Cost Estimates:

Automatically generated cost estimates are provided for guidance purposes only. All final cost estimates must be confirmed in advance of payment by a 001 Translation adviser. Cost estimates are subject to change.

# Telephone Estimates:

Estimates provided over the telephone are intended for final cost approximations purposes only. 001 Translation cannot quote exact rates without first seeing all relevant documentation.

Rates are based on a number of criteria including language combinations, level of linguistic and/or technical difficulties, document layout and formatting, existing company workload, timeframes, and authentication of signatures and/or notary or apostille certification requirements.

All instructions given to 001 Translation telephone advisors will only be considered valid if they are subsequently confirmed in writing.

#### Requests for Multiple Cost Estimates:

001 Translation advisers are authorized to provide two cost estimates free of charge to each potential client. Additional cost estimates are subject to a \$5 fee to be paid in advance.

#### Format of Source Documents:

001 Translation will only accept MS Office supported text files.

Scanned documents must be submitted one document per page and not truncated in any way.

001 Translation will not adjust or translate truncated documents.

#### Checking Submitted Documents:

The customer is responsible for the content of all documents submitted to 001 Translation

The customer must ensure that only correct and relevant documents with no duplicates are submitted to 001 Translation

As there is a possibility that documents containing instructions could be translated and invoiced by mistake, it is exclusively the customer's responsibility to indicate the positioning and nature of any instructions within the submitted documentation as clearly as possible. In the event of an error by the customer in this regard, there will be no refund.

# Legibility – Handwritten Documents:

In order to guarantee the best possible service, all documents submitted by the customer are required to be legible and to contain no handwritten corrections. 001 Translation will not be held responsible for errors in translating handwritten text.

# **Spelling of Proper Nouns:**

It is the customer's responsibility to provide Latin character spelling transcriptions for all proper nouns originally written in an alphabet other than the Latin alphabet. 001 Translation will not be held liable if the customer does not provide the correct spelling of proper nouns.

#### Student Discount:

001 Translation will automatically apply a student discount for university or academic document translations on the assumption that the requestor is a student or a young working person. In some circumstances, a student ID may be required to prove status. The student discount will only be valid for university and/or academic documentation.

#### Referral Programme:

Referral bonuses paid by 001 Translation are limited to \$10 per successful referral.

Although there is no limit to the number of potential customers that any individual can refer to 001 Translation, the maximum amount in total bonuses that the referrer can receive will be no more than equal to the initial amount paid by that referrer for his/her original translation.

#### Starting the Translation:

Translation will only begin upon receipt of payment.

In order to guarantee prompt processing, all orders must be placed between 8 a.m. and 5 p.m. E S T, Monday to Thursday, and before 12 p.m. EST on Friday. Any payment received beyond these hours will delay translation processing until the following business day.

001 Translation is closed on weekends and bank holidays.

## Calculating the Timeframe for Delivery:

Unless otherwise agreed upon in advance, the timeframe for translation delivery is calculated from the moment that 001 Translation receives proof of payment within the business hours given above.

# Request for a Change in Delivery Timeframe:

Once an order is placed, no change may be made to the delivery timeframe agreed upon and the order cannot be cancelled.

#### Payment:

Unless otherwise agreed upon, all orders totaling less than \$1,000 before Tax will be subject to immediate payment of the full amount shown on the invoice before commencement of the translation process.

Unless otherwise agreed upon, all translation orders totaling more than \$1,000 before Tax will require a 50% deposit of the full amount shown on the invoice before commencement of the translation process. The outstanding balance is due one week after translation process completion. If a customer fails to pay the deposit, 001 Translation will be released from all liability relating to the translation or interpreting request.

For all rush processing translation orders, the full amount must be paid in advance irrespective of the cost before Tax.

#### Late Payments and Applicable Surcharges:

Unless otherwise agreed upon, all orders totaling less than \$1,000 before Tax will be subject to immediate payment of the full amount shown on the invoice before commencement of the translation process.

Unless otherwise agreed upon, all translation orders totaling more than \$1,000 before Tax will require a 50% deposit of the full amount shown on the invoice before commencement of the translation process. The outstanding balance is due one week after translation process completion. If a customer fails to pay the deposit, 001 Translation will be released from all liability relating to the translation or interpreting request.

For all rush processing translation orders, the full amount must be paid in advance irrespective of the cost before Tax.

# Proof of Payment:

The customer will be expected to provide proof of payment by bank transfer or direct deposit to the 001 Translation bank account. Translation work will begin immediately upon presentation of proof of payment. Failure to provide proof of payment will delay the start of the translation process.

#### Limited Liability:

Any request for highly technical translations presupposes the customer's availability and cooperation in providing terminological and lexical explanations. Any specific terminological preferences must be specified before commencement of the translation process.

001 Translation's liability is limited to the amount shown on the invoice. The customer waives the right to seek damages arising from any losses suffered in all cases.

# Complaints:

No complaints pertaining to the quality of the delivered translation will be accepted unless lodged by registered mail within seven calendar days following delivery. Full payment of the invoice or the remaining balance will not be withheld by the customer under any circumstances.

In all instances, 001 Translation advocates amicable negotiation and deems that the services rendered to customers should be understood in a spirit of partnership.

Consequently, in the event of a quality related complaint, customers must provide unambiguous evidence of any grievance. 001 Translation will then proceed to verify and

unambiguous evidence of any grievance. 001 Translation will then proceed to verify and correct the original translation at no cost. Complaints regarding stylistic nuances or lexical connotation will not be honored. All complaints will be deemed groundless if the writing quality of the source text prevents proper understanding of the original source material by the translator. Complaints will be deemed groundless if the original text is incomprehensible

#### Delivery by Mail:

001 Translation will not be liable for delivery if the customer provides a non-existent, unidentifiable, erroneous or incomplete postal address.

001 Translation will not be held liable for the following: mail tracking problems for which the postal service is responsible, returned mail due to an unidentifiable mailbox, mail which remains unclaimed after a notice has been left by a postal delivery agent.

001 Translation will not resend mail returned by the postal service unless specifically requested to do so by the customer. All requests for re-mailing will be subject to an administrative minimum charge of \$10 plus the additional cost of postage.

If a customer would like the translation to be delivered using an express courier service (for example FedEx, DHL, etc.), it is his/her responsibility to provide the physical address and telephone number of the recipient. 001 Translation will not accept any responsibility for failed delivery if the customer does not provide all necessary and relevant information in advance.

#### International Deliveries:

001 Translation's postal and express courier service delivery rates are for national deliveries only. Requests to send translations internationally must be submitted in advance so that a special cost estimate can be prepared.

#### **Printing Documents:**

001 Translation will not be held liable for any problems relating to the printing of translated documents that have been delivered by e-mail.

# Supplemental Formalities Relating to the Translation of Official Documents:

001 Translation undertakes to start the translation process as soon as proof of customer payment is received during the hours specified in the cost estimate and excluding weekends and bank holidays. Although the translation itself will be completed within the timeframe agreed upon in the cost estimate, any additional time required by third parties (solicitors, government agencies, the postal service, etc.) is not the responsibility of 001 Translation

001 Translation is unable to formally guarantee a date for securing notary/apostille certification or the length of administrative processing by the authorities concerned.

For peace of mind, the customer should check with other translation agencies and translators regarding their ability to complete specific requests within shorter timeframes.

#### Order Cancellation:

The customer will be 100% liable for any orders cancelled after accepting the 001 Translation cost estimate or after payment is made. The customer will be liable for 100% of the amount due.

The balance due must be paid in its entirety within 3 working days after 001 Translation sends the customer an electronic invoice.

## Professional Liability and Force Majeure:

001 Translation will do its utmost best to guarantee the prompt completion of each and every translation project.

001 Translation's liability is limited to the amount of the invoice. The Agency may never, under any circumstances, be the object of a customer claim for damages or for any harm suffered.

001 Translation will not be liable in any way for subcontractor delays and/or force majeure events (strikes, interruption of Internet service, adverse weather conditions, accidents, etc.).

In the event that a client should ever enter into direct contact with a 001 Translation approved translator without the prior consent of the company, 001 Translation will no longer be held liable in any way for the translation project in question.

# General Terms of Sale Acceptance:

Order payments will be interpreted as customer acceptance of cost estimates and 001 Translation's General Terms of Sale for Translation and Interpreting Services.