

STANDARD TERMS AND CONDITIONS FOR SUPPLY OF LINGUSTIC, TRANSLATION AND INTERPERATION SERVICES

For

MARSOLUTIONS LIMITED

1 DEFINITIONS

In this document the following words shall have the following meanings:

- 1.1 "Agreement" means these Terms and Conditions together with the terms of any applicable Specification Document;
- 1.1.1 "Specification Document" means a statement of work, official quotation, enquiry, purchase order or other similar document describing the Translation and/or Interpretation Services to be provided by the Supplier;
- 1.2 "Customer" means the organisation, company, firm or person who purchases Translation and/or Interpretation Services from the Supplier;
- 1.3 "Confidential Information" means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
- 1.4 "DPA" means the Data Protection Act 1998;
- 1.4.1 "GDPR" means General Data Protection Regulation – EU legislation
- 1.5 "E&O" means Errors and Omissions including defects in services.
- 1.6 "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable;
- 1.7 "Services" For the supply of Translation and/or Interpretation Services in accordance with the Specification Document
- 1.8 "Supplier" means Marsolutions Limited, Registered Office Exchange House, 33 Station Road, Liphook, Hampshire, GU30 7DW.
- 1.9 "TM" Translation Memory of previously translated material held on a secure central server.

2 GENERAL

- 2.1 These Terms and Conditions shall apply to all contracts for the supply of Translation and/or Interpretation Services by the Supplier to the Customer.
- 2.2 Before the commencement of the services the Supplier shall submit to the Customer a Specification Document which shall specify the Translation and/or Interpretation Services to be supplied and the price payable. The Customer shall notify the Supplier immediately if the Customer does not agree with the contents of the Specification Document. All Specification Documents shall be subject to these Terms and Conditions. Unless otherwise agreed by an executive director of the supplier, these conditions shall be incorporated into every Specification Document, any other conditions are hereby excluded. Noted: Terms and Conditions of sale apply.
- 2.3 The Supplier shall use all reasonable endeavours to complete the services within estimated time frames, but time shall not be of the essence in the performance of any services.
- 2.4 The working day means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

3 PRICE AND PAYMENT

- 3.1 The price for the supply of goods or services are as set out in the Specification Document. The Supplier shall invoice the Customer within the calendar month following delivery of the Translation and/or interpretation service procured.
- 3.2 Invoiced amounts shall be due and payable within 30 days of receipt of invoice. The Supplier shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 1% per annum above the base rate of the Bank of England. If the Customer's procedures require that an invoice be submitted against a purchase order to payment, the Customer shall be responsible for issuing such purchase order before the Translation and/or Interpretation Services are supplied.

4 SPECIFICATIONS OF SERVICE

- 4.1 All services shall be required only to conform to the specification in the Specification Document. For the avoidance of doubt no description, specification or illustration contained in any product pamphlet or other sales or marketing literature of the Supplier and no representation written or oral, correspondence or statement shall form part of the contract.
- 4.2 If the customer wishes to use the translated material, for any reason, other than the materials intended purpose for which it was originally supplied will be the customer's risk, unless the customer confirms with the supplier in writing the translated material new intended use. Should changes to the original translation be necessary for the material new purpose, the supplier will confirm with a revised specification document and will carry out the work at its normal rates.
- 4.3 The mandatory quality of the services to be delivered will be as defined by the customer by specification or sample. If no specification or sample can be provided the supplier will endeavour to ascertain the desired standard from the customer by means of trial samples or test text samples.
- 4.4 The supplier will endeavour to reproduce authenticity, accurate and idiomatic translations of the customer's original material. All services delivered by the supplier are for information and consideration only that are of a standard high enough in general everyday correspondence. No warranty is given as to the materials suitability of publication. It is the responsibility of the customer to check any service delivered by the supplier prior to publication

5 DELIVERY

- 5.1 The date of delivery specified by the Supplier is an estimate only. Time for delivery shall not be of the essence of the contract and the Supplier shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the services
- 5.2 All risk in the property and services shall pass to the customer upon delivery.
- 5.3 Delivery is considered to have taken place on posting, delivery by courier, or after transmitting the work electronically via email, FTP as the case may be.

6 TITLE

- 6.1 Title in the Goods shall not pass to the Customer until the Supplier has been paid in full for the Goods.
- 6.2 The customer shall advise the Supplier, and the courier (if any), within 7 days in writing of any loss or damage to the service.
- 6.3 E&O must be reported in writing to the supplier in 5 days of delivery of the service.

7 CUSTOMERS'S OBLIGATIONS

- 7.1 To enable the Supplier to perform its obligations under this Agreement the Customer shall:
- 7.1.1 Collaborative cooperation between parties' (Supplier/ Customer)
 - 7.1.2 Provide the Supplier with any information reasonably required by the Supplier;
 - 7.1.3 Obtain all necessary permissions and consents which may be required before the commencement of the services; and
 - 7.1.4 Comply with such other requirements as may be set out in the Specification Document or otherwise agreed between the parties.
- 7.2 The Customer shall be liable to compensate the Supplier for any expenses incurred by the Supplier as a result of the Customer's failure to comply with Clause 7.1.1
- 7.3 Without prejudice to any other rights to which the Supplier may be entitled, in the event that the Customer unlawfully terminates or cancels the Translation and/or Interpretation Services agreed to in the Specification Document, the Customer shall be required to pay to the Supplier as agreed damages and not as a penalty the full amount of any third party costs to which the Supplier has committed and in respect of cancellations on less than five working days' written notice the full amount of the Translation and/or Interpretation Services contracted for as set out in the Specification Document, and the Customer agrees this is a genuine pre-estimate of the Supplier's losses in such a case. For the avoidance of doubt, the Customer's failure to comply with any obligations under Clause 7.1 shall be deemed to be a cancellation of the Translation and/or Interpretation Services and subject to the payment of the damages set out in this Clause.
- 7.4 In the event that the Customer or any third party, not being a sub-contractor of the Supplier, shall omit or commit anything which prevents or delays the Supplier from undertaking or complying with any of its obligations under this Agreement, then the Supplier shall notify the Customer as soon as possible and:
- 7.4.1 The Supplier shall have no liability in respect of any delay to the completion of any project;
 - 7.4.2 If applicable, the timetable for the project will be modified accordingly;
 - 7.4.3 The Supplier shall notify the Customer at the same time if it intends to make any claim for additional costs.

8 VARIATIONS AND ALTERATIONS TO THE SPECIFICATION DOCUMENT

- 8.1 The parties may at any time mutually agree upon and execute new Specification Documents. Any alterations in the scope of Translation and/or interpretation/or services to be provided under this Agreement shall be set out in the Specification Document, which shall reflect the changed Translation and/or interpretation/or services and price and any other terms agreed between the parties.
- 8.2 The Customer may at any time request alterations to the Specification Document by notice in writing to the Supplier. On receipt of the request for alterations the Supplier shall, within 5 working days or such other period as may be agreed between the parties, advise the Customer by notice in writing of the effect of such alterations, if any, on the price and any other terms already agreed between the parties.
- 8.3 Where the Supplier gives written notice to the Customer agreeing to perform any alterations on terms different to those already agreed between the parties, the Customer shall, within 5 working days of receipt of such notice or such other period as may be agreed between the parties, advise the Supplier by notice in writing whether or not it wishes the alterations to proceed.
- 8.4 Where the Supplier gives written notice to the Customer agreeing to perform alterations on terms different to those already agreed between the parties, and the Customer confirms in writing that it wishes the alterations to proceed on those terms, the Specification Document shall be amended to reflect such alterations and thereafter the Supplier shall perform this Agreement upon the basis of such amended terms.
- 8.5 Should the customer wish to make alterations to the translation, the customer should make these alterations in cooperation with the supplier.

9 Copyright & Property

- 9.1 Where copyright exists in material to be translated, it is accepted that the customer has obtained all necessary consents to have such translations made. The customer will indemnify the supplier in respect of any claims, proceedings, costs and expenses arising out of any infringement of copyright, patent or other third party right. The Supplier in agreeing to translate or localise the material, unreservedly warrants the customer to reproduce and publish the translated material in so far as the copyright subsist in the translation of the material of the agreed Specification Documentation and agreed payment for the work in which the copyright of the supplier exists.
- 9.2 All material provided by the customer for translation, localisation and idiomatic editing, remain the property of the customer and will be kept by the supplier in good condition until disposal instructions are received from the customer. Following a reasonable period of time the supplier may dispose of the material if no instruction is received.

10 INDEMNIFICATIONS

The Customer shall indemnify the Supplier against all claims, costs and expenses which the Supplier may incur and which arise, directly or indirectly, from the Customer's breach of any of its obligations under this Agreement, including any claims brought against the Supplier alleging that any Translation and/or interpretation/or services provided by the Supplier in accordance with the Specification Document infringes a patent, copyright or trade secret or other similar right of a third party.

11 LIMITATIONS OF LIABILITY

- 11.1 The entire liability of the Supplier to the Customer in respect of any claim whatsoever or breach of this agreement, whether or not arising out of negligence, shall be limited to the price paid by the Customer to which the claim relates.
- 11.2 In no event shall the Supplier be liable to the Customer for any loss of business, loss of opportunity or loss of profits or for any other indirect or consequential loss or damage whatsoever. This shall apply even where such a loss was reasonably foreseeable, or the Supplier had been made aware of the possibility of the Customer incurring such a loss.
- 11.3 The supplier shall not be held liable for the interpretation of names and other proper nouns from one script to another, for the translation or for discrepancies in conversion of one classification of measurement to another. The supplier will not be liable for E&O resulting from indecipherable or illegible documentation or material supplied by the customer or for any consequent loss or damage by this means caused.
- 11.5 Though every effort is made to ensure work delivered by the supplier is accurate, no guarantee is provided in that regard and the supplier shall not be held liable for any consequential loss of damage caused by inaccuracy or modification of transliteration. This relates to localised translations, DTP, Typesetting, internet, software strings, printed publication or any other work undertaken by the supplier.
- 11.4 Nothing in these Terms and Conditions shall exclude or limit the Supplier's liability for death or personal injury resulting from the Supplier's negligence or that of its employees, agents or sub-contractors.

12 TERMINATIONS

Either party may terminate this Agreement forthwith by notice in writing to the other if:

- 12.1 the other party commits a material breach of this Agreement and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- 12.2 the other party commits a material breach of this Agreement which cannot be remedied under any circumstances;
- 12.3 the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- 12.4 the other party ceases to carry on its business or substantially the whole of its business; or
- 12.5 the other party is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.
- 12.6 The customer shall have the right to cancel the contract in writing at any time. The customer upon cancellation of the contract will be required to pay in full all monies then due together with such costs that the supplier has incurred due to the cancellation.

13 INTELLECTUAL PROPERTY RIGHTS

All Intellectual Property Rights produced from or arising as a result of the performance of this Agreement shall, so far as not already vested, become the absolute property of the Supplier, and the Customer shall do all that is reasonably necessary to ensure that such rights vest in the Supplier by the execution of appropriate instruments or the making of agreements with third parties.

14 FORCE MAJEURE

Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, the act or omission of government, highway authorities or any telecommunications carrier, operator or administration or other competent authority, or the delay or failure in manufacture, production, or supply by third parties of equipment or services, and the party shall be entitled to a reasonable extension of its obligations after notifying the other party of the nature and extent of such events.

15 INDEPENDENT CONTRACTORS

The Supplier and the Customer are contractors independent of each other, and neither has the authority to bind the other to any third party or act in any way as the representative of the other, unless otherwise expressly agreed to in writing by both parties. The Supplier may, in addition to its own employees, engage sub-contractors to provide all or part of the services being provided to the Customer and such engagement shall not relieve the Supplier of its obligations under this Agreement or any applicable Specification Document.

16 ASSIGNMENTS

The Customer shall not be entitled to assign its rights or obligations or delegate its duties under this Agreement without the prior written consent of the Supplier.

17 SEVERABILITY

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed, and the remainder of the provisions herein shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated.

18 WAIVER

The failure by either party to enforce at any time or for any period any one or more of the Terms and Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Terms and Conditions of this Agreement.

19 NOTICES

Any notice to be given by either party to the other may be served by email, fax, personal service or by post to the address of the other party given in the Specification Document or such other address as such party may from time to time have communicated to the other in writing, and if sent by email shall unless the contrary is proved be deemed to be received on the day it was sent, if sent by fax shall be deemed to be served on receipt of an error free transmission report, if given by letter shall be deemed to have been served at the time at which the letter was delivered personally or if sent by post shall be deemed to have been delivered in the ordinary course of post.

20 ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. Unless expressly provided elsewhere in this Agreement, this Agreement may be varied only by a document signed by both parties.

21 NO THIRD PARTIES

Nothing in this Agreement is intended to, nor shall it confer any rights on a third party.

22 Prevention of Fraud and Corruption

- 22.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 22.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (Including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediate reason to suspect that any fraud has occurred or is occurring or is likely to occur. Terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or recover in full of the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.
- 22.3 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
- 22.3 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 23.10 shall observe the Supplier's confidentiality obligations under the Agreement;

23 Protection of Personal Data and Security of Data

- 23.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA/GDPR and both Parties shall duly observe all their obligations under the DPA/GDPR which arise in connection with the Agreement.
- 23.2 Notwithstanding the general obligation in clause 23.10, where the Supplier is processing Personal Data for the Customer as a data processor/controller (as defined by the DPA/GDPR) the Supplier shall:
- 23.3 ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA/GDPR;
- 23.4 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA/GDPR;
- 23.5 promptly notify the Customer of:
- 23.6 any breach of the security requirements of the Customer as referred to in clause 23.9; and
- 23.7 any request for personal data; and
- 23.8 Ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA/GDPR.
- 23.9 When handling Customer data (whether or not Personal Data), the Supplier shall ensure the security of the data is maintained in line with the security requirements of the customer as notified to the Supplier from time to time.
- 23.10 The company's Privacy policy is available to view at www.marsolutions.net

24 Governing Law and Jurisdiction

The validity, construction and performance of the Agreement, and all contractual and non-contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.