

Chinese Technical Translations Ltd

Terms and Conditions of Business for Commissioned Translation Work

1. Purpose

These Terms and Conditions of Business shall form the contract between CHINESE TECHNICAL TRANSLATIONS LTD (Registered Company number 11131106), having its office registered at Highland House, Mayflower Close, Chandlers Ford, Eastleigh, Hampshire SO53 4AR United Kingdom and the CLIENT (as hereinafter defined), for all translation services supplied by the Company to the Client from the date of written confirmation of any Quotation form relating to translation services.

2. Definitions and Interpretation

2.1 Definitions

In these Terms, the following expressions shall be given the following meanings:

‘**Terms**’ means these Terms and Conditions of Business.

‘**Client**’ means the individual person or corporate organisation to whom the Company has agreed to provide translation services. Corporate organisations shall include though not exclusively: Public or Private Limited Companies, Partnerships, Sole Traders, Government and Local Government Departments and Agencies of all kinds, other public bodies created by Statute or Charter, Charities, Clubs and Voluntary Organisations.

‘**Company**’ means the Party providing a Translation in the normal course of business. Here ‘Company’ refers to Chinese Technical Translations Ltd.

‘**Assignment**’ means the period during which the Company performs services or carries out translation work for or on behalf of the Client or as otherwise agreed between the Client and the Company, commencing at the time the Company first starts such work and services and ending upon the cessation by the Company of all such work and services.

‘**Confidential Material**’ means any sensitive or private information with regard to the Client or their business.

‘**Translation Task**’ means the preparation of a Translation or any other translation-related task such as revising, editing, etc., which calls upon the translation skills of a translator, but not copywriting or adaptation.

‘**Translation**’ means the commissioned work produced by the Company, whether printed or electronic, that has been through the translation process from Source Material.

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‘Associate’ means any freelance linguist who has completed the registration process and who was instructed by Chinese Technical Translations Ltd to undertake the Translation Task and produce the Translation.

‘Specification’ means the language combination, format, intended use, proof-reading arrangements, certification, delivery date, price and similar elements in a translation assignment.

‘Quotation’ means the Company’s Quotation form, issued by the Company to the Client together in connection with a specific assignment and containing the Specifications for that assignment.

‘Services’ means the translation and associated services that the Company may provide to the Client.

‘Source Material’ means any text or other medium provided by the Client to the Company and which contains a communication which has to be translated, and may comprise text, sound and/or images.

‘Third Party’ means any party who is not a party to these Terms.

‘Publication’ means Translated Material that shall be published, printed in multiple copies, disseminated to multiple recipients or the general public and shall include the following though not exclusively: books, magazines and newspapers, brochures, pamphlets, forms, public notices and signs, posters, billboards, advertisements, web pages, or any part thereof.

‘Working Day’ means any day except Saturday, Sunday or a holiday when English clearing banks are closed for business.

‘Delivery Date’ means up to 5.00 p.m. on the date upon which delivery is due.

2.2 Interpretation

In these Terms, unless the context otherwise requires:

Words in the singular shall include the plural and vice versa.

No part of any numbered clause shall be read separately from any other part.

Clause headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

References to a “Party” or the “Parties” means the parties to these Terms. Such Parties may be natural or legal persons, including, for example, private individuals, associations, partnerships, economic interest groupings or corporate entities.

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Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

3. Supply of Services

3.1 The Company agrees to provide the Services to the Client in accordance with these Terms.

3.2 For each assignment, unless the Client clearly states otherwise, the Company shall issue a Quotation to the Client listing the Specifications for that assignment.

3.3 For each assignment the Client wishes the Company to carry out, the Client shall sign and date the corresponding Quotation, or provide other written instruction indicating that permission to proceed with an assignment is thereby granted, and return it to the Company, by hand, post, or email, to acknowledge the Client’s acceptance of the Quotation Specifications, and of these Terms, before the Company shall commence an assignment.

3.4 Any variations to the specifications of an assignment must likewise be agreed in writing by the Company and the Client.

3.5 Where appropriate the intended use of the Translation shall be specified in the Quotation.

3.6 Should the Client desire to use the Translation for a purpose other than that specified in the Quotation the Client shall first obtain confirmation from the Company that the Translation is suitable for the new purpose. If the Translation requires amendment and/or adaptation to suit the new purpose, the Company reserves the right to charge an additional fee for so doing.

3.7 The Client, at his own expense, shall supply the Company all necessary Source Material within sufficient time to enable the Company to provide the Services in accordance with these Terms.

3.7A The Client, at his own expense, may also supply the Company with a style guide to be used for its assignments. If no style guide is provided, the Company shall use its own style guide, and the Client shall be deemed to have approved its use.

3.8 The Client shall bear sole responsibility for the accuracy of the Source Material. The Company expressly has no responsibility for the content or authenticity of the Source Material, nor does the Company have any responsibility for the implications of such materials being translated.

3.9 The Client shall, at his own expense, retain duplicate copies of all Source Material and insure against its accidental loss or damage. The Company shall have no liability for any such loss or damage however caused. All Translated Material shall be at the sole risk of the Client from the time of delivery to or to the order of the Client. Without prejudice to the foregoing, the Company shall normally store documents for

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six months and archive them for five years before they are destroyed by secure shredding.

3.10 The Company may at any time, without notifying the Client, make any changes to the Services which are necessary to comply with statutory requirements or which do not materially affect the nature or quality of the Services.

3.11 The Company reserves the right to modify, suspend or discontinue any or all of the Services at its sole discretion, without prior notice. Where this provision is exercised, Clients shall be entitled to receive a refund from the Company of any overpayment of money paid to the Company in respect of the Services, calculated by the Company on a pro rata basis.

3.12 A Quotation shall be valid for acceptance by the Client for a period of 30 working days from its date of issue. The Company reserves the right to extend this acceptance period beyond 30 working days at its sole discretion.

3.13 The Client recognises and agrees that the Company may use approved sub-contractors for some or all of the Translation Tasks and Services.

4. Copyright in Source Material, and Translation Rights

4.1 The Company accepts a Translation Task from the Client on the understanding that performance of the Translation Task will not infringe any Third Party rights. Accordingly the Client warrants to the Company that:

- 1) the Client has full right and authority to enter into these Terms, having acquired the right and licence to translate and publish the Source Material; and
- 2) the Source Material does not infringe the copyright or any other right of any person;

4.2 The Client shall indemnify the Company against any loss, injury or damage (including legal costs and expenses and compensation paid by the Company to compromise or settle any claim) which the Company suffers as a consequence of any breach or alleged breach of any of the above warranties or as a consequence of any claim that the Source Material contains anything objectionable, libellous, blasphemous or obscene or which constitutes an infringement of copyright or of any other rights of any Third Party.

5. Fees: (binding) Quotations and (non-binding) Estimates

5.1 In the absence of any specific agreement, the fee to be charged shall be determined by the Company on the basis of the Client's description of the Source Material, the purpose of the Translation and any instructions given by the Client.

5.2 No fixed Quotation shall be given by the Company until the Company has seen or heard all the Source Material and has received clear and complete instructions in writing from the Client.

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5.3 Where VAT is chargeable it will be charged in addition to the quoted fee if the Company is VAT registered.

5.4 Any fee quoted, estimated or agreed by the Company on the basis of the Client's description of the Translation Task may be subject to amendment by agreement between the Parties if, in the Company's opinion on having seen or heard the Source Material, that description is materially inadequate or inaccurate. The Company reserves the right to add additional charges to the price stated in the Quotation, where these arise due to the Client's instructions or lack of necessary instructions, delay in providing Source Material or providing of inaccurate Source Material or any other cause attributable to the Client.

5.5 Any fee agreed for a Translation which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated, always provided that the circumstances are made known to the other Party as soon as reasonably practical after they become apparent.

5.6 An estimate shall not be considered contractually binding, but given for guidance or information only.

5.7 Subject to clause 5.2 above, a binding Quotation once given after the Company has seen or heard all the Source Material shall remain valid for a period of thirty (30) days from the date on which it was given, after which time it may be subject to revision.

5.8 Costs of delivery of the Translation shall normally be borne by the Company. Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery (for example, courier and/or recorded or special delivery), the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by the Company, it shall not be borne by the Client, unless otherwise agreed.

5.9 Other supplementary charges, for example those arising from:

- discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or
- poorly legible copy or poorly audible sound media, and/or
- terminological research, and/or
- certification of a document for legal purposes, and/or
- priority work or work outside normal office hours in order to meet the Client's deadline or other requirements, may also be charged.

The nature of such charges shall be agreed in advance.

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5.10 Unless otherwise provided in the original Quotation, reasonable additional charges shall be levied by the Company for the performance of any or all of the following in connection with the Services:

- Delivery of any Translations by Royal Mail Special Delivery or other similar premium postal services.
- Delivery of any Translated Material by courier.
- Adaption to suit a new purpose or other amendment of any Translation previously supplied by the Company.
- Proof-reading of any Translation by a proof-reader other than the original translator.
- Preparing and sending additional copies in any form of any Translation.
- Making multiple photocopies of any Translation. For the purposes of this provision, the word “multiple” shall mean more than two.

5.11 If any changes are made in the text or the Client’s requirements at any time while the Translation Task is in progress, the Translation fee, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

5.12 All contracts are subject to these Terms and these Terms supersede any terms and conditions issued by the Client. Any variation to the contract must be confirmed in writing by the Company.

6. Delivery and Completion of Translations and Services

6.1 Any delivery date or dates agreed between the Company and the Client shall be set out in the Quotation provided by the Company only after the Company has seen or heard all of the Source Material to be translated and has received complete instructions in writing from the Client.

6.2 Whilst the Company will always endeavour to meet deadlines, dates or periods for completion of Translations and/or Services are only best estimates and the Company is not liable for any resulting loss caused by any delay, whether foreseeable or not. The Client must specify a completion date (if material) when commissioning the Translation and/or Services, but whilst the Company shall make every reasonable effort to meet the requirements of the Client, late delivery shall not entitle the Client to withhold payment for the Translation and/or Services undertaken.

6.3 The Company accepts no liability for the consequences of any delay in completion of Translations and/or Services caused by the Client, and in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

6.4 The date of delivery shall not be of the essence unless specifically agreed in writing. The Company shall use all reasonable endeavours to meet agreed delivery

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requirements, but neither the Company nor its affiliates shall be liable in any way for any loss, damage, delay, consequences of a delay, or failure of performance resulting directly or indirectly from any cause which is beyond the Company's reasonable control.

6.5 For the purposes of paragraph 6.2, the following occurrences shall constitute circumstances which are beyond the Company's reasonable control:

- (a) electricity or telecommunications failure of whatever means.
- (b) non-delivery or delay caused by Royal Mail or any other postal or courier service, including when caused by industrial action.
- (c) riot, war, invasion, acts of terrorism, hostilities (whether declared or not), civil war, rebellion, changes to legislation, flood, fire, drought, or acts of God.

6.6 If in order to meet the delivery requirements of the Quotation it is necessary to sub-contract all or any part of the Services, the Company shall have an absolute right to sub-contract to a person of its choice without further notice to the Client and the Client shall pay any reasonable additional charges incurred by the Company as a result.

6.5 Unless otherwise agreed, the Company shall dispatch the Translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

6.7 If the Company fails to provide the Services on or before the stated delivery date the Client shall be entitled to a refund in full or in part as agreed between the Client and the Company, but upon such agreement the Company shall be entitled to the immediate return of any and all Translations already provided to the Client.

6.8 Translations will normally be despatched to the Client by electronic mail as an electronic file. In the event that the Client requires the Translation to be supplied in hard copy by post, the Company cannot be held responsible for delays in supply or for any loss or damage to the goods and the Client will be invoiced for the delivery cost.

6.9 Delivery to the Client is deemed to have taken place upon posting or electronic delivery and the risk shall pass to the Client.

7. Payment

7.1 The price payable by the Client for the Services shall be set out in the Quotation provided by the Company, or shall be otherwise agreed with the Company in writing.

7.2 Payment in full to the Company shall be effected no later than thirty (30) days from the date of invoice by the method of payment specified. The Client must cover all bank charges where charges are incurred in relation to this payment.

7.3 For long Assignments or texts, the Company may request an initial payment and periodic partial payments on terms to be agreed.

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7.4 Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the Parties or in the absence of such agreement within the period stipulated in clause 7.2.

7.5 Where delivery is in instalments and notice has been given that an interim payment is overdue, the Company shall have the right to stop working on the Translation Task at hand until the outstanding payment is made or other terms agreed.

7.6 Any payment that is not made before the due date shall bear interest at the rate of three per cent (3%) above the base rate of HSBC Bank from time to time calculated on a daily basis from the date when such payment fell due until the date of payment.

7.7 This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any Third Party.

7.8 Unless otherwise stated, prices are in Sterling (GBP) and are exclusive of value added tax and any other tax or duty. If any cheque from the Client is returned by the bank as unpaid for any reason the Client will be liable for an administration fee of £30. The Company shall invoice the Client for all appropriate taxes and expenses for which the Company is liable to collect. The Client shall be liable to pay any penalties or interest on such taxes which are payable by the Company as a result of the Client's delay in paying such taxes.

7.9 The Company reserves the right to charge Clients any bank transfer fees and expenses and any currency conversion costs in addition to the fee for the Services.

7.9 The Company reserves the right to require payment in advance at its sole discretion.

7.10 Failure to pay any invoice in accordance with these Terms shall entitle the Company to suspend further work both on the same order and on any order from the Client without prejudice to any other right the Company may have.

7.11 The Client shall be liable for and shall indemnify the Company against all costs and expense incurred by the Company in respect of any steps, actions or proceedings made or brought against the Client by the Company to obtain payment of outstanding fees and interest.

8. Copyright in Translations

8.1 In the absence of a specific written agreement to the contrary, copyright in the Translation remains the property of the Company.

8.2 The Company may use and sell, or resell any non-confidential Translation or any part or record thereof not covered by copyright, the Official Secrets Act, legal professional privilege or public interest immunity.

8.3 Where copyright is assigned or licensed (formally in writing as required by section 90(3) of the Copyright, Designs and Patents Act 1988 (the "1988 Act"), to

take valid effect in law, or informally without writing but taking valid effect in equity outside the 1988 Act) this shall be effective only on payment of the agreed fee in full.

8.4 Copyright in any completed or residual part of a Translation shall remain the property of the Company, and the conditions applicable to assignment of copyright and the grant of a licence to publish such Translation shall be as specified above.

8.5 Where the Company retains the copyright, unless otherwise agreed in writing, any published text of the Translation shall carry the following statement: "© (English or other) text Chinese Technical Translations Ltd (Year date)" as appropriate to the particular case.

8.6 Where the Company assigns the copyright to the Translation and the Translation is subsequently printed for distribution, the Client shall acknowledge the Company's work in the same weight and style of type as used for acknowledgement of the printer and/or others involved in production of the finished document, by the following statement: "(English or other) Translation by Chinese Technical Translations Ltd", as appropriate to the particular case.

8.7 Where a Translation is to be incorporated into a translation memory system or any other corpus the Company shall license use of the Translation for this purpose for an agreed fee.

8.8 Such incorporation and use shall only take place after the licence for the purpose has been granted by the Company in writing and the agreed fee has been paid in full.

8.9 It shall be the duty of the Client to notify the Company that such use will be made of the Translation.

8.10 All Translations are subject to the Company's right of integrity.

8.11 If a Translation is in any way amended or altered without the written permission of the Company, the Company shall not be in any way liable for amendments made or their consequences.

8.12 If the Company retains the copyright in a Translation, or if a Translation is to be used for legal purposes, no amendment or alteration may be made to a Translation without the Company's written permission. The right of integrity may be specifically waived in advance by the Company in writing.

9. Confidentiality and Safe-keeping of the Client's Documents

9.1 No documents, Source Material or Translated Material passed to the Company by the Client shall be deemed to be confidential unless this is expressly stated in writing by the Client.

9.2 However the Company shall at all times exercise due discretion in respect of disclosure to any Third Party of any information contained in the Client's Source Material or Translations thereof without the express authorisation of the Client.

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9.3 The Company may disclose Confidential Material of the Client to the Company's personnel, sub-contractor's personnel or any person whose duties reasonably require such disclosure, on condition that the Company ensures that each such person to whom such disclosure is made:

- (a) is informed of the obligations of confidentiality under these Terms; and
- (b) complies with those obligations as if they were bound by them.

9.3 Notwithstanding clause 9.2, the Parties agree that a Third Party may be consulted over specific translation terminology queries in relation to the Source Material.

9.4 All documents or any other property supplied to the Company will be held or dealt with by the Company at the Client's risk and the Company will not be responsible for the consequential loss or damage thereto.

9.5 If requested to do so by the Client, the Company shall insure documents in transit from the Company, at the Client's expense.

9.6 Any documents, Source Material and Translations passed to the Company by the Client and expressly stated by the Client to be confidential may be disclosed to Third Parties by the Company if the Company is compelled to do so by law, or expressly instructed in writing so to do by the Client, or so far as required to do so in order to fulfil its obligations under these Terms.

9.7 The provisions in paragraph 9.1 regarding documents, Source Material and Translated Material passed to the Company by the Client being confidential if expressly stated in writing by the Client shall not apply to any information which is public knowledge at the time when it is provided to the Company, and shall cease to apply if at any future time it becomes public knowledge through no fault of the Company.

9.8 The Company reserves the right to destroy or otherwise dispose of any document or other property of the Client which has been in its custody for more than twelve months following completion of the Translation work to which it relates.

10. Cancellation and Frustration

10.1 If a Translation Task is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any Third Party, the Client shall except in the circumstances described in clause 10.4 pay the Company the full fee unless otherwise agreed in advance.

10.2 The work completed shall be made available to the Client.

10.3 If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction), or has a receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors the Company shall have the right to terminate a contract.

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10.4 Neither the Company nor the Client shall be liable to the other or any Third Party for consequences which are the result of circumstances wholly beyond the control of either Party.

10.5 The Company shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the Company's ability to comply with the terms of the Client's order, and assist the Client as far as reasonably practical to identify an alternative solution.

11. Complaints and Disputes

11.1 Any dispute which arises between the parties with respect to translation or other similar services provided by the Company must be advised, in writing, within 14 working days of delivery.

11.2 All disputes not notified to the Company in writing within the period specified in clause 11.1 will be deemed waived and the Client will have accepted the satisfactory provision of services without reservation. Thereupon the Company shall have no liability for nor any duty to correct any defect in the Translation. The Client shall be bound to pay all fees and charges for such assignments as have been accepted and approved explicitly or under the aforementioned provisions of this paragraph.

11.3 Where under any Quotation the Translation services are to be supplied by the Company in stages, and the Client agrees to sign off any work which it finds satisfactory, paragraph 11.2 shall apply and for the purposes of that paragraph, each stage shall be considered as separate Translations.

11.4 Failure by the Company to meet agreed order requirements or to provide a Translation which is fit for its stated purpose shall entitle the Client to:

- 1) reduce, with the Company's consent, the fee payable for work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or
- 2) cancel any further instalments of work being undertaken by the Company. Such entitlement shall only apply after the Company has been given one opportunity to bring the work up to the required standard.

11.5 The entitlement referred to in clause 11.4, shall not apply unless the Company has been notified in writing of all alleged defects.

11.6 Any complaint in connection with a Translation Task shall be notified to the Company by the Client (or vice-versa) within 14 days of the date of delivery of the Translation. If the Parties are unable to resolve the complaint, the matter may be referred by either Party to the Chartered Institute of Arbitrators. Such referral shall be made no later than two months from the date on which the original complaint was made.

11.7 If a dispute cannot be resolved amicably between the Parties, or if either Party refuses to accept arbitration, the Parties shall be subject to the exclusive jurisdiction

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of the Courts of England. In any event these Terms shall be construed in accordance with English law.

12. Non-Solicitation

12.1 During the time that the Company is trading with the Client and for a period of up to one year thereafter, the Client shall not solicit the Company's employees, associates, partners or sub-contractors who have been employed or engaged in the provision of the Services to the Client. For the purposes of this paragraph "solicit" means the soliciting of such person with a view to engaging such person as an employee, director, partner, subcontractor or independent contractor to provide the Services or any part thereof.

12.2 Where the Client is in breach of paragraph 12.1, the Client shall pay to the Company an amount equal to half of the gross annual salary, as at the time of the breach, of the person so employed or engaged and solicited.

13. Warranties and Liability

13.1 The Translation Task shall be carried out by the Company using reasonable skill and care and in so far as reasonably possible in accordance with the Quotation and these Terms. The Company expressly does not give the Client any other warranties whatsoever and excludes any implied warranties to the maximum extent permitted by law.

13.2 Time and expense permitting, the Company shall use its reasonable commercial endeavours to do the work to the best of its ability, knowledge and belief, and consulting such authorities as are reasonably available at the time.

13.3 Subject to clause 13.4, no terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the Translation shall be incorporated unless expressly set out in the Contract.

13.4 Unless specified otherwise, Translations shall be deemed to be of "for information" quality only.

13.5 Nothing in these Terms shall be construed as seeking to restrict a Party's liability for personal injury or death arising from its own negligence.

13.6 Subject to clause 13.5, the liability of the Company under or in respect of these Terms, whether in tort, contract or otherwise, shall be limited to the cost of the Translation Task being undertaken when the liability arises.

13.7 The Company shall not be liable to the Client or any third party in any circumstances for any consequential loss or damage of any kind (including loss of profit, business, contracts, revenue, damage to reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage) resulting from the use of translated material. The Company's entire liability to the Client shall not exceed the price payable to the Company by the Client under the contract to which any claim relates.

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13.8 The Company shall be relieved of all liability for obligations incurred to the Client wherever and to the extent of which the fulfilment of such obligations is beyond its control.

13.9 Whilst the Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the Sources Material, the Client must accept that a translation may read differently from the original writing and no liability is accepted by the Company for any lack of advertising, sales impact or other purposes intended by the Client.

13.10 The Company does not warrant that the Translation will meet the Client's specific requirements and the Company does not warrant that the Translation will be uninterrupted or error free. Furthermore, the Company does not warrant or make any representation regarding the use of the Translation provided in terms of accuracy, correctness, reliability or otherwise.

13.11 Where the Client requires the Company to provide a Translation urgently, there may be a risk that the resultant quality of the Translation may not be of the high standard we provide in the normal course of our business. Urgency may preclude the necessary time to check and edit the translation and result in:

- 1) the use of multiple translators for larger volumes;
- 2) the Translation\ may not be carried out by the Company using the same level of skill and care as we would use in providing the Translation work in the normal course of the business of the Company;
- 3) there may be errors or omissions in the performance of the Translation;

These factors should be considered.

13.12 The Client shall indemnify the Company against all claims, proceedings, costs and expenses for which the Company may become liable in respect of the Translation.

13.13 Any advice or recommendations given by the Company, or its employees or agents, to the Client as to the application or use of any Translation which is not confirmed in writing by the Company is followed or acted upon entirely at the Client's own risk and accordingly the Company shall not be liable for any such advice or recommendation which is not so confirmed.

13.14 The Company shall have no liability to the Client for any loss, damage, costs, expenses, or other claims for compensation arising from any Source Material or instructions supplied by the Client which are incomplete, incorrect, inaccurate, ambiguous, illegible, out of sequence or in the wrong order, or arising from their late arrival or non-arrival or any other fault of the Client.

13.15 If the Client uses any Translation for a purpose other than that for which it was supplied without recourse to the Company as provided for in paragraph 3.6 hereof, such action is undertaken entirely at the Client's own risk and the Company shall not be liable to the Client for any loss, damage or expense arising out of such action.

14. Unfair Competition

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14.1 Subject to clause 14.2, where in the course of business the Company's Client is an intermediary and introduces the Company to a Third Party work-provider, the Company shall not knowingly, for a period of 6 months from return of the last Translation Task arising from the introduction, approach the said Third Party for the purpose of soliciting work, nor work for the Third Party in any capacity involving translation, without the Client's written consent.

14.2 The restrictions in clause 14.1 shall not apply where:

- the Third Party work-provider has had previous dealings with the Company, or
- the Company acts on the basis of information in the public domain, or
- the approach from the Third Party is independent of the relationship with the intermediary, or
- the approach to the Third Party arises as the result of broad-band advertising, or
- the Third Party is seeking suppliers on the open market, or
- the intermediary only makes isolated use of the Company's services.

15. Applicability and Integrity

15.1 In the provision of Translations and any other services under these Terms, the Company is acting as an independent contractor and is not the employee of the Client.

15.2 These Terms shall come into effect either (1) when the Client signs these Terms; or (2) when the Client commences delivery of the Source Material; or (3) when the Company provides any services under these Terms, whichever is the earlier.

15.3 These Terms should be read in conjunction with the Code of Professional Conduct of the Institute of Translation and Interpreting.

15.4 These Terms, with such Specifications as are set out on the Quotation for each assignment, shall form the entire agreement between the Company and the Client and shall supersede any previous agreement or understanding and many not be varied except in writing between the parties. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

15.5 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provision so held shall not be affected.

15.6 No waiver of any breach of any condition in these Terms shall be considered as a waiver of any subsequent breach of the same or any other provision.

16. Illegal Matters

Chinese Technical Translations Ltd is a company registered in England. Registered number: 11131106.

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16.1 The Company shall not be required to translate any matter which in its sole opinion may potentially be of an illegal or libellous nature.

16.2 Where copyright subsists in texts to be translated by the Company, the Client warrants that it has obtained all consents necessary for such work to be carried out.

16.3 The Client shall indemnify the Company in respect of any claims, proceedings, costs and expenses arising out of any libellous matter printed for the Client, or any infringement of copyright, patent or design or other third party right.