

## Terms and Conditions

This is a legal "Agreement" between any individual or corporate body, hereinafter referred to as the "Client", and Araxi Group Limited hereinafter referred to as "Araxi", established in London, UK, which may be contacted at 2nd Floor, 145-157 St John Street EC1V 4PY, London.

By using any of the "Services" of Araxi accessible via any representative of Araxi and/or accessing the Araxi web site, (the "Site"), currently located at [www.araxi.co.uk](http://www.araxi.co.uk), you agree to, and are bound by the terms and conditions of this Agreement for as long as you continue to use the Services or Site. The Client represents and warrants having read, understood and expressly agreed to be bound by the terms and conditions contained in this Agreement.

Certain aspects such as, but not limited to, confidentiality may be binding even after use of the Services or the Site. In addition, the Client's use of, or participation in, certain Services may be subject to additional terms. Such terms will be either listed in this Agreement or will be presented to you for your acceptance.

If you do not agree to be bound by this agreement, please do not use the Services or the Site.

Information provided on this Site, in our brochures, catalogues or other published material is a general description only and does not form part of the Agreement.

This Agreement is subject to change by Araxi at any time, with or without notice. Your continued use of the Services or this Site after the posting of revisions to this Agreement will constitute your acceptance of such revisions. Please note there is a revision date and version at the bottom of this document.

### Source Material and Intellectual Property Rights

Any documents in the form of electronic files or paper the Client transmits to Araxi via email, fax, letter, using the website or any other means which are intended to be the subject of services or for reference purposes shall be considered "Source Material". The final translated version of the Source Material shall be referred to as the "Deliverable(s)".

Araxi will not be liable to correct any errors or omissions that were inherent in the original Source Material(s) and which may or may not affect the quality of the Deliverable(s).

Araxi reserves the right to refuse to render services such as, but not limited to, translating any Source Material(s) that it considers of an offensive nature, defamatory, obscene, in breach of any statutory or regulatory obligation, or is otherwise considered inappropriate. Without prejudice Araxi will not be obliged to give reasons for refusing to render Services.

The Client represents and warrants that it owns or is licensee of or is otherwise lawfully entitled to possess, use, reproduce and translate the Source Material and translation of the Source Material and publication, distribution, sales or other use shall not infringe upon any copyright, trademark, patent or other right of any third party.

The Client will indemnify Araxi in respect of any claims, proceedings, costs and expenses arising out of any infringement of copyright, patent or other third party right.

The Deliverable(s) and any product of the Services, together with all associated intellectual property rights, shall remain the property (but not the risk) of Araxi until the Client has paid Araxi in full for the Deliverable(s) and/or Services and/or charges, following which they shall vest in the Client.

The Client acknowledges that Araxi is the sole and exclusive owner of all right, title and interest in and to all methodology, information, software, word lists, glossaries, lexicons and databases used in translating and/or manipulating the Source Materials, and any inventions, methodology, innovations, know-how word lists, glossaries, lexicons and databases developed by Araxi in the course of translating the Source Materials and/or providing the Services.

### Estimates/Orders and Acceptance

All Estimates are given subject to confirmation by the Client either via email stipulating the acceptance with the reference to the Estimate/Order in the email, with a signature on a copy of the Estimate via fax, with a signature on a copy of the Estimate via letter, or via the Site clicking on the "I Accept" button located below the online estimate. An Order confirmation will then be sent via email to the client indicating the Estimate reference and/or the Order reference and a confirmation of the agreed delivery deadline. It is the Order confirmation that binds the parties to these terms and any other terms stipulated in the Estimate and/or in the accompanying email, fax or letter. All written Estimates for Services will remain open for acceptance for the duration stipulated on the Estimate and for a maximum of 30 days.

Should the Client have an internal system and need to give reference to an internal order such as a purchase order it is the Client's responsibility to communicate this at the appropriate time. In order to guarantee the internal reference will be indicated on the invoice the Client must communicate the reference before or upon acceptance of the Estimate. Invoices will be sent out upon confirmation of the Estimate or as per the special conditions set out in the Estimate. Though under special circumstances an invoice's references may be modified or another invoice be issued to replace the original invoice it is the date stated on the original invoice that shall be considered in relation to any due dates and late payments received.

Discounts included in Estimate are only applicable if invoices are paid within 30 days.

## Pricing and Payment

The price for the translation is based on word count, category of text, language(s) and service(s) requested. Estimates are based upon information supplied by the Client. The word count, as determined by Araxi and after acceptance of the Estimate by the Client is final and non-negotiable. Any modifications to the original text will be added to the total number of words invoiced as part of the Order.

Unless otherwise stated, prices are in sterling (GBP) and are exclusive of value added tax and any other tax or duty.

Unless otherwise stated on the Estimate payment is due in full before commencement. Should a Client wish to pay upon delivery or negotiate up to 30 days written consent must be given by Araxi. Payment methods include corporate check, bank transfer and credit card.

All payments shall be made without deduction or set-off of bank charges.

The Client agrees to all late payment charges and will pay them at a simple request with a statement or new invoice with charges included. In the event that payment has not been received after 60 days then an administration charge of £60.00 will be applied. A further £60 will be charged if payment has still not been received after 90 days. Araxi also reserves the right to charge interest on overdue accounts which will be calculated daily on the amount outstanding at the rate of 7 per cent above the published base rate of the Bank of England.

Should Araxi feel it necessary to engage the services of any sort of "Collection Service" such as but not limited to a debt collection agency, law firm or solicitor to collect the late payment and/or late payment charges from the Client, the Client agrees to pay Araxi all costs of the Collection Services when due plus an additional administrative fee of One Thousand Pounds (1,000.00 GBP) to compensate Araxi for collection of the outstanding amounts owed to Araxi.

Failure to pay any invoice and/or charges in accordance with the terms in this Agreement and in the Estimate and any annex agreements, shall entitle Araxi to suspend further work without prejudice.

### Third Party Payments

If the Client wishes a third party to make/manage payments to the Services it may make a written request with the appropriate information of the third party. Araxi reserves the right to refuse without giving reason and without prejudice. Should Araxi accept payment by a third party the Client is still bound by the Agreement and shall be responsible for all aspects including possible late payments. Should the third party not pay within 60 days the Client will be fully responsible for the payment and the third party will no longer be contacted.

### Force Majeure

Notwithstanding any provisions of these conditions, Araxi shall not be responsible or liable for any delay in performance or failure to provide any of the services agreed where such failures arise from acts or events beyond our control which will include but shall not be limited to acts of God, third party lock outs or other industrial disputes or action, riots, acts of war, epidemics, emergencies, acts or omissions of government or other government authorities, fire, postal or delivery failures or delays or natural disasters.

Araxi shall not be liable for any incidental, extraordinary or consequential damages or loss of any nature whatsoever, nor for any claim against the Client by any other person or entity, arising from or relating to services rendered by Araxi regardless of the nature of the claim.

### Cancellations and Refunds

If a Service has been paid and for any reason such as but not limited to Force Majeure, Araxi is unable to deliver a translation, Araxi will inform the Client and give a refund equal to the services non-rendered within a reasonable timeframe.

The Client agrees that once Araxi delivers the translation to the Client, all amounts paid or owing shall be non-refundable. The Client also agrees a translation shall be deemed delivered either once Araxi has sent an email, once the translation has been made available for download on the Site or under special circumstances once the translation has been sent via the post or a courier service.

Araxi warrants that all translations will meet reasonable commercial standards for professional human translation. The Client has 10 days from receipt of the final Deliverable to inform Araxi of any errors or omissions contained in the translated work. Araxi will make the necessary corrections free of charge and within a reasonable timeframe.

### Confidentiality

Araxi will not disclose any of the Client's confidential information to any person other than authorised employees or authorised subcontractors, save insofar as is necessary for the performance of any contract between Araxi and the Client, or insofar as such information is already a matter of public knowledge. The provisions of this paragraph will also not prevent Araxi from divulging any information required by any law enforcement or regulatory authority.

This Agreement is to be governed by and construed in accordance with English Law. Any disputes shall be subject to the exclusive jurisdiction of the English courts.