

Baltic Media Ltd. Service Terms and Conditions

Any individual or corporate body (hereinafter referred to as “the Client”) who submits text for translation, localization, revision, editing or any other professional language service enters into a binding contract with Baltic Media Ltd/Baltic Media Translations AB (hereinafter referred to as “Agency”).

In the absence of written agreement to the contrary, Agency contracts only upon the terms and conditions set out in the following, and any contract to which Agency is a party is subject to and incorporates these terms and conditions. Any translation or other service delivered by Agency to the Client shall be deemed to have been made subject to these terms and conditions irrespective of anything to the contrary in the Client’s own terms and conditions, unless the Client specifically draws the attention of Agency to the Client’s own terms and conditions at the time of placing an order with Agency or unless Agency has signed a copy of the Client’s terms and conditions, in which case they shall prevail.

If the Client does not declare that some conditions mentioned in the Terms and Conditions are not acceptable within six (6) Agency working hours from receiving the price offer, it will be considered as attested.

1. Specification of Requirement

1.1. When ordering a language service, the Client shall always provide exhaustive and detailed instructions about all relevant aspects of the assignment. In the case of a translation assignment, the Client shall clearly indicate the target group and intended use of the translation, e.g. whether required for:

- information only
- publication and advertising
- legal purposes or patent proceedings
- any other purpose, where the particular rendering of the text by the translator employed is liable to be of consequence.

1.2. Where the purpose of a translation is not disclosed to Agency, Agency will execute the translation to the best of its judgment in accordance with one of the purposes specified in the above itemization as if its purpose had been disclosed.

1.3. Should the Client wish to use a translation for a purpose other than that for which it was originally supplied, the Client shall obtain confirmation from Agency or another competent authority that the translation is suitable for the new purpose.

1.4. Agency reserves the right to amend and adapt such a translation previously supplied (if necessary) for the new purpose and make a further charge for such work.

1.5. In the event of the Client using a translation for a purpose other than that for which it was supplied and such usage fails to meet expectations, the Client shall not be entitled to any compensation from Agency, and the Client shall indemnify Agency against any loss arising to Agency in goodwill or otherwise as a result.

1.6. The Client shall provide Agency with the necessary documents for the assignment and, if possible or required, other auxiliary materials such as previous translations, term lists, publications, illustrative references, other basic information and expert help. In addition, the Client shall provide answers to Agency's queries about the text (e.g. about any obscurities or defects in the text submitted for translation).

1.7. Agency shall be under no obligation to indicate or correct any errors of whatever nature in any material supplied to Agency for translation by the Client and shall not be held liable for any consequential loss or damage.

2. The order placement procedure, performance by the Agency and co-operation between the Parties

2.1. The Client shall send, via email, regular mail or courier service, at its own expense, or deliver in person, its order together with the source document to be translated to the Agency, who shall confirm receipt and acceptance of the order in writing. The service agreement related to the specific translation assignment shall be concluded when the Parties have agreed upon the subject, deadline and fee of the same in writing, and the source document to be translated has been received by the Agency. Any risks arising from the delivery process of the source document, in particular the risks of delayed delivery, loss, damage or destruction of the document, shall be borne by the Client. In case the source document is rendered illegible or in any other way unusable and therefore must be resent, the Agency shall notify the Client to that effect in writing without delay.

2.2. The Agency shall not be bound by any obligation to examine the legitimacy of the authorization or competence of the person representing the Client in conducting the order procedure, and after confirmation of order the Client may not refer to the fact of the lack of competence or authorization exceeded on the part of the representative as grounds for weaving or discounting the translation fee.

2.3. In case the Client has not fulfilled its payment obligations in full on invoiced fees for previous orders, the Agency shall have the right to refuse subsequent orders from the Client until full payment on previously invoiced translation fees have been made.

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2.4. In case of orders involving the translation of documents requiring specialized professional terminology, the Client shall designate a professional contact person for consultation on such terminology, who shall remain available to the Agency for the full duration of the translation procedure. In case the Client desires to adhere, in the course of the translation of a special document, to the terminology previously used in similar documents or documents in the same topic, the Client shall make previously made translations available to the Agency, together with any additional references, glossaries or collection of the specialized professional terminology.

2.5. The Agency shall maintain the right to involve and contract a subcontractor in the process of the performance of the translation assignment. The Agency shall bear full liability for the activity of the subcontractor, as if such activity had been conducted by the Agency.

2.6. The Agency shall be obligated to deliver the translation in fully satisfactory quality rendered to fulfill its purpose aptly. The Agency is under obligation to translate particular terminology found in the assignment document only if the Client has provided a glossary of such terminology together with the source document.

2.7. The Client is obligated to examine without delay the translation completed by the Agency.

2.8. The Agency shall, upon sending the completed translated document to the Client, return, destroy or preserve for three months the source document, whichever is required by the Client.

2.9. It is a precondition for being able to meet the required deadline that the Agency receives all of the related documents with the order. In case part or all of the documents arrive with a delay, the deadline shall be correspondingly extended.

2.10. In case the Client cancels the order for reasons outside of any fault of unsatisfactory or delayed delivery of the translation on the part of the Agency, the Client shall be obligated to reimburse the Agency for all of the justified expenses incurred in connection with the performance of the translation assignment, as well as make payment on the translation fee in proportion to the work verifiably completed until the day of such cancelation of order, plus any other damages incurred by the Agency.

2.11. In case the Client does not make the document to be translated available to the Agency when requesting a quote, the Agency shall provide only a preliminary quote. The quote then shall be confirmed or a new, final quote shall be offered after the document to be translated has been received by the Agency, and work will commence when the final quote has been accepted by the Client.

2.12. When determining the specific amount of the translation fee, the word count of the source document is indicative. [Word count is indicated in the Tools/Word count menu item of MS Word documents.] In case of the documents where word count cannot be checked, the translated document target word count is used.

3. The amount of the translation fee, services free of charge, terms of payment

3.1. The cost of the translation or other language service shall be determined in accordance with the appropriate scale of charges of Agency applicable to the particular type of service required, or in accordance with a framework agreement that Agency has entered into with the Client. In preparing a quotation, Agency reserves the right to suspend its normal scale of charges, but will on request explain the reason(s) for doing so.

3.2. All quoted costs are exclusive of VAT.

3.3. The Client shall give a clear indication of the delivery requirements when submitting texts for translation, and Agency will make every reasonable effort to meet the Client's requirements. However, late delivery shall not entitle the Client to withhold payment for work carried out.

3.4. The Agency shall charge no fees for the typing, the simple formatting (e. g. breaking up into paragraphs, applying bold or italics type) (not including graphs and tables), spell checking, proofreading and electronic forwarding (preferably in email, perhaps on a disc) of the target document. In case the document is not sent electronically, the costs of the delivery of the completed assignment document shall be borne by the Client.

3.5. The services rendered by the Agency are considered intellectual property. Until full payment has been made on orders, the Agency shall maintain its right for the use of such property. Only after full payment on the order(s) has been made may the right be considered granted for the use of that property by others.

3.6. The Client shall fulfil its payment obligation, unless agreed otherwise in writing, on the translation fee within thirty (30) calendar days of the receipt of the related invoice issued by the Agency; payment shall be made via transfer to the bank account number indicated on the Agency's invoice. In case of delayed payment, the Client shall pay to the Agency the equivalent of the national treasury prime interest rate effective on the last day before the calendar half-year affected by the delayed payment, plus 25%, as delayed payment interest. The delayed payment interest is applicable beginning with the first day of the payment delay.

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3.7. Should any work be suspended at the Client's instigation for a period of more than 30 days during the course of any assignment, all costs incurred at that point will be invoiced and any materials ordered in connection with the project will be invoiced in full.

3.8. Agency reserves the right to charge payment for work in progress where the production time is in excess of 60 days. Agency also reserves the right to request payment, in part or in full, in advance or on receipt of goods for work undertaken.

4. Corrections and Alterations, Checking and Approval

4.1. The Client shall inform Agency within eight (8) days of delivery if it considers the delivery to be defective in any way. Agency reserves the right to correct the discovered defects and mistakes within an agreed period of time.

4.2. If the Client wishes to make any alterations to the translation which are not directly attributable to any defects noted, the Client should make these alterations in cooperation with Agency, otherwise Agency shall not be responsible for any alterations made after delivery to the Client.

4.3. If the Client (or the Client's client) wishes to have changes made to a translation delivered by Agency and requests that Agency implement such changes, Agency reserves the right to make a separate charge for such alteration/amendment work except when required as a result of objective defects in the translation delivered by Agency.

4.4. When a translation is delivered to the Client for checking and approval before final delivery, the Client shall give Agency its feedback within an agreed period of time in order to enable Agency to finalize the assignment.

5. Warranties and liabilities

5.1. The Client is liable to ensure that it is legally competent and capable without limitations to place an order for the service to be rendered by the Agency. In case a third party, due to infringement on copy rights or to any other legal justification, makes a claim for any liability, the Client undertakes the obligation to release the Agency of such liability. In case a legal action is filed against the Agency in relation to the assignment, the Client shall participate in the legal procedures on behalf of and at the request of the Agency and shall support the Agency throughout the proceedings.

5.2. In connection with the translation of poorly legible (handwritten or blurred) or poorly comprehensible documents, no warranty claims may be effectuated against the Agency.

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The Agency shall accept no responsibility for translation errors ensuing from errors, omissions, and ambiguities in the source document,

5.3. The Client shall take cognizance of the fact that forwarding translated texts as unencrypted attachments does not ensure confidentiality of the text, which may thus be exposed to viewing or access by a third party. Documents via email may be sent at the risk of the Client, and the Agency shall not be held liable for the same. It is recommended that confidential documents be forwarded encrypted by special agreement between the parties, The Client shall conduct or request delivery of the document(s) via email at its own risk, and the Agency shall not be held liable for the same. The Agency accepts no responsibility for resulting damages or for any type of resulting injury to the documents sent via email and for their arrival to the Client by the set deadline if the Agency sent the translation to the Client before the deadline expired.

5.4. If the Client places an order for an express translation, such quick delivery shall affect the Agency to forego its usual practice of high-standard checking activity.

5.5. For the accuracy of conversion of the measurements, currencies and the like the Agency shall accept no responsibility.

5.6. The Agency is obligated to conclude the translations with due circumspection but may not be required to meet the Client's subjective expectations.

6. Copyright

6.1. Title to the copyright embodied in any translation produced by Agency shall pass to the Client when all monies owed by the Client to Agency in respect of that translation, including any interest payable in respect of late settlement of account, are paid in full.

6.2. Nothing within these terms and conditions shall be construed as giving the Client any intellectual property rights to any material, including computer software and systems, whether developed by Agency or by third parties, that Agency may use in the execution of translations or transmission of data to the Client.

6.3. Unless otherwise agreed in writing for any particular assignment or in any agreement for repeat work, Agency reserves the right to reuse for other assignments any translation memory content created during the execution of a translation assignment from a Client.

6.4. Agency shall not be liable to the Client or any other person for any costs, claims or damage (including any consequential loss or damage) arising from any breach of copyright in any material supplied for translation or accompanying reference material, and the Client

shall indemnify Agency from and against any costs, claims or demands arising out of such materials, their use, translation or publication.

6.5. The Client shall remain liable under the contract and for the contractual price notwithstanding any inadvertent breach of copyright on the part of Agency.

7. Mutual Confidentiality

7.1. Agency is fully aware of the highly sensitive nature of some of the work we undertake and information we acquire in the course of our relationships with our clients. We therefore undertake to maintain strict confidentiality in all aspects of our work carried out for our clients.

7.2. Agency undertakes not to disclose to any person nor to copy or use for any purpose whatsoever any confidential information relating to the business affairs of our clients, including but not limited to information about our clients and their clients, employees and subcontractors, prices or any other matter or information about our clients and their business or the business of our client's clients. This undertaking of confidentiality applies to all matters and information not freely available to the public.

7.3. If in the course of an assignment Agency makes available to the Client any know-how or information including the identity of its subcontractors, the Client shall treat such know-how or information as confidential and shall not use such know-how or information or disclose it to any third party.

7.4. If the identity of one of Agency's subcontractors becomes known to the Client in connection with an assignment from the Client which the subcontractor in question is working on, the Client shall be prohibited from contacting the subcontractor in question for any future translation assignments.

8. Force Majeure

8.1. In the event of a Force Majeure, Agency shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both Agency and the Client to withdraw from the assignment, but in any event, the Client undertakes to pay Agency for work already completed. Agency will assist the Client to the best of its ability to place the assignment elsewhere.

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8.2. Force Majeure shall be Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected Agency's ability to complete the assignment as agreed.

9. Disputes and Applicable Law

9.1. As part of Agency's commitment to the principles of the ISO 9001 quality manual system standard and European Language Industry Association (ELIA) quality standards and code of ethics and professional conduct, we operate a quality management system to help avoid complaints in the first place, and to help us address the issues involved if any complaint is made. In the event of a complaint from one of Agency's clients about the quality of our services in general or about the quality of a specific assignment, Agency will address the complaint and enter into correspondence with the Client about the issue with a view to resolving it to our mutual satisfaction. Agency will, for its own part, use all reasonable endeavours to settle any dispute amicably, and would expect its clients to act in a similar manner. Any dispute that cannot be settled by the parties themselves shall be settled by arbitration. The decision of the arbitration tribunal shall be final and binding on all parties involved.

9.2. These general Terms and Conditions of Service shall be interpreted in accordance with Swedish/Latvian law.

DEFINITIONS

1. "Terms and Conditions" are defined as the general business terms and conditions of Baltic Media Ltd. as set out below;
2. "The Agency" is defined as Baltic Media Ltd. (a registered company in Latvia; registry number LV40003172317) or Baltic Media Translations AB (a registered company in Sweden, registry and VAT number SE556675649901);
3. "Translate", "Translated" and "Translation" are defined as rendering information in the Source Language into the Target Language in written form. A "Translator" is defined as a person who translates;
4. "Revise", "Revised" or "Revision" are defined as an examination of a Translation for its suitability for the agreed purpose, comparing the Source Text and Target Texts and taking corrective measures accordingly. A "Reviser" is someone who revises;
5. "Review" or "Reviewed" is defined as an examination of a Target Text for its suitability for the agreed purpose and respect for the conventions of the domain to which it belongs and taking corrective measures accordingly. A "Reviewer" is someone who reviews;
6. "Source Text" is defined as any document, material, elements of text, images, photographs, graphics, designs or other forms of data, which is to be Translated. "Source Language" is the language in which the Source Text is written.
7. "Source Material" is defined as any documents, material, elements of text, images, photographs, graphics, designs or other forms of data in any format, provided by the Client to the Agency, in addition to a Source Text(s);
8. "Target Language" is defined as the language into which the Source Text is rendered;
9. "Target Text" or "Completed Work" are defined as the result of Translation Services, by which any finalized documents, files, materials and other works Translated, whether or not Revised, Reviewed or quality assured, are produced by the Agency for the Client and delivered to the Client in fulfilment of a specified Order;
10. "Translation Services" is defined as the act of Translation or any other associated services that the Agency provides to the Client with the accepted assumption that Completed Work shall be delivered to the Client in fulfilment of a specified Order;
11. "The Client" is defined as a person, company, organization or statutory/corporate body for whom the Agency has agreed to provide Translation Services in accordance with the Terms and Conditions;
12. "Purchase Order" is defined as an officially authorized document or equivalent written confirmation generated by the Client, in writing, requesting the Agency to perform Translation Services and to deliver Completed Work to the Client;
13. "Order" is defined as a confirmed request to the Agency from the Client to perform Translation Services for the Client in accordance with the Terms and Conditions. An Order shall only be deemed valid when the Agency receives a Purchase Order from the Client, in writing.

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