

Comtec Terms and Conditions

Definitions

1. The term "Buyer" shall mean the person, firm or company so named in the Purchase Order or Enquiry.
2. The term " Seller" shall mean Comtec Translations.
3. The term "Translation" shall mean all the services covered by the Purchase Order or Enquiry.
4. "The contract" shall mean the contract between the Buyer and the Seller and consist of the Purchase Order or enquiry document where no Purchase Order is placed, these conditions and any other documents or parts thereof specified on the Purchase Order. Where there is any conflict or inconsistency between the documents comprising the contract, they shall have precedence in the order listed above.

2. Applicability. Unless otherwise agreed in writing by the Managing Director of the Seller, these conditions shall be incorporated in every offer, acceptance of order and contract entered into by the Seller; any other conditions are hereby excluded.

3. Specification of Requirement. The required quality of the translations to be delivered will be as defined by the Buyer whether by specification or by sample. In the absence of any such specification or sample the Seller will endeavour to ascertain the standard required from the Buyer. Where this standard cannot be ascertained, the Seller will assume that the purpose of the translation is information and understanding. Where the purpose of the translation is not disclosed but, in the view of the Seller is for other than information and understanding, the Seller will notify the Buyer of this at the earliest practical opportunity.

Should the Buyer, for any reason, wish to use the translation for any other purpose than that for which it was originally supplied, this will be at the Buyer's risk unless confirmation of the suitability of the translation for the new purpose has been obtained from the Seller. Where changes are necessary to ensure that the translation is suitable for the new purpose, the Seller will endeavour to carry out such work as is necessary at its normal rates.

The Buyer shall provide the Seller 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 Buyer shall provide answers to the Seller's queries about the text (e.g. about any obscurities or defects in the text submitted for translation).

The Seller shall be under no obligation to indicate or correct any errors of whatever nature in any material supplied to the Seller by the Buyer for the purpose of translation, interpreting, typesetting, internet publishing or printing and shall not be held liable for any consequent loss or damage thereby caused.

4. Liability The Seller shall not be held liable for transliteration of names and other proper nouns from one script to another, for the translation of abbreviations or for discrepancies in conversion of one system of measurement to another, neither shall the Seller be liable for errors resulting from illegibility of any material supplied by the Buyer or for any consequent loss or damage thereby caused.

Whilst every attempt is made to ensure any work supplied by the Seller is accurate, no guarantee is given in that regard and the Seller shall not be held liable for any consequential loss or damage caused by any inaccuracy or difference of interpretation. This applies to translations, typesetting, internet or printed publication and any other work which may be undertaken by the Seller.

5. Delivery The date(s) of delivery will be as specified on the Purchase Order or Enquiry unless otherwise agreed between the Buyer and the Seller. The Seller will provide such programmes of the provision of the services as the Buyer may reasonably require and notify the Buyer as soon as practicable if these programmes are likely to be delayed.

Times stated for delivery by the Seller whether in writing or orally are bona fide estimates which the Seller will endeavour to achieve but the Seller cannot guarantee the same and no liability shall attach to the Seller in the event of delay to a delivery. Delay shall in no circumstances amount to or be deemed to be a breach of contract; nor shall the Buyer be entitled to treat the contract as repudiated by reason of the delay.

Where the cause of any likely delay arises from a failure of any kind of the Buyer to fulfil his obligations under the contract or the programme(s) referred to above, the Seller will notify the Buyer of this as soon as is practicable and advise the Buyer of the extent of the delay; if the Buyer fails to remedy the situation within a reasonable time of such notice, the responsibility for the delay will be that of the Buyer. Under such circumstances, the Seller reserves the right to continue with the work required as if the Buyer had remedied the situation as required above. The cost of any rework arising from the Seller exercising this right will be borne by the Buyer.

All translations will be delivered by the means and to the points specified in the Purchase Order under cover of a Delivery Note. If translations are delivered incorrectly, the Seller will be held responsible for any additional expense incurred in delivering them to the correct destination.

Whilst the Seller will take reasonable care in the selection of its carriers the Seller cannot be held liable for loss of any goods or services dispatched by the Seller or consequential loss or damage thereby caused.

Delivery is deemed to have taken place on posting, delivery to a carrier, or after transmitting the work by email or FTP, as the case may be, and the risk shall thereby pass to the Buyer.

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

If the Buyer (or the Buyer's client) wishes to have changes made to a translation delivered by the Seller and requests that the Seller implement such changes, the Seller 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 the Seller. When a translation is delivered to the Buyer for checking and approval before final delivery, the Buyer shall give the Seller its feedback within an agreed period of time in order to enable the Seller to finalise the assignment.

7. Loss or Damage in Transit.

The Buyer shall advise the Seller, and the carrier if any, in writing, otherwise than on a qualified signature on a Delivery Note, of any loss or damage within the following timescales.

1. Partial loss or damage or non-delivery of any part of the service shall be advised within 7 days of receipt of the service.
2. Non-delivery of the whole service shall be advised within 21 days of notice of despatch.

The Seller shall make good, free of charge to the Buyer, any loss or damage to the service where notice is given by the Buyer, in compliance with this condition, provided always that the Buyer shall not in this event claim damages in respect of loss of profits or other consequential losses.

Any errors or defects in goods or services supplied by the Seller must be brought to the attention of the Seller within twenty-one days of receipt by the Buyer. Any error or defect in goods or services supplied to the Buyer will either be put right by the Seller or a credit supplied limited to the proportion of charges to which any error or defect relates.

8. Passing of Property and Risk to the Buyer.

The property and risk in the services will remain vested in the Seller until they are delivered to the point defined in the Purchase Order.

9. Prices and Payment.

Payment will be made at the progress stages stipulated on the Purchase Order. Unless otherwise stated in the Purchase Order, payment will be made within 30 days of receipt and agreement of the Seller's invoice.

Value Added Tax will, where applicable, be shown separately on all invoices as a strictly nett extra charge.

Where the method of delivery requested by the Buyer involves expenditure greater than the cost of normal first class post, the additional cost will be charged to the Buyer unless the reason for the additional cost may be attributed to the Seller.

Any quotation or estimate provided by the Seller without having been granted full sight of the material is an estimated cost which may be subject to revision. Similarly, any quotation supplied by the Seller is deemed an estimate and may be subject to revision if the goods or services on which the quotation was based differ in any way from the goods or services ordered.

Unless otherwise agreed in writing, when work is performed at an hourly rate any part hour will be charged as a full hour.

10. Acceptance. The Buyer shall have the right to reject the services, in whole or in part, which do not conform to the specifications or samples provided or, in the absence of such specifications or samples, do not fall within the normal standards of the translation profession within 28 days of the receipt of the services.

11. Variations. The Buyer shall have the right, from time to time during the execution of the contract, by notice to the Seller in writing, to add, omit from, or otherwise vary the services and the Seller shall carry out such variations and be bound by the same conditions, in so far as they are applicable, as if the said variations were part of the contract. All the costs of such variations shall be borne by the Buyer.

Where the Seller receives any such direction which would occasion an amendment to the contract price, the Seller shall advise the Buyer of the cost of any such amendment ascertained and determined at the same level of pricing as was used to estimate the original contract costs.

If, in the opinion of the Seller, any such variation is likely to prevent the Seller from fulfilling any or all of his obligations under the contract, the Seller shall so notify the Buyer who will decide with all possible speed whether or not the same shall be carried out and shall confirm instructions in writing and modify the said obligations to the extent that may be justified. The instructions shall not be deemed to have been given until the Seller receives the instruction from the Buyer.

12. Cancellation. The Buyer shall have the right to cancel the contract in writing at any time. In such an event, the Buyer shall thereupon pay to the Seller all monies then due together with such extra costs that the Seller has incurred due to the cancellation.

13. Authenticity. Whilst the Seller will endeavour to produce accurate and idiomatic translations of the Buyer's original texts, the Buyer accepts that the translation may read differently from good original writing and that the Seller accepts no liability for any loss including alleged lack of advertising or sales impact.

All goods or services supplied by the Seller are for information and understanding only, which are of a high enough standard for use in general correspondence, and no warranty is given as to their suitability for the purposes of publication. It is the responsibility of the Buyer to check any goods or services supplied by the Seller prior to publication.

14. Copyright. Where copyright exists in texts to be translated, it is presumed that the Buyer has obtained all necessary consents to have such translations made. The Buyer will indemnify the Seller in respect of any claims, proceedings, costs and expenses arising out of any infringement of copyright, patent or other third party right. The Seller, in agreeing to translate the text, implicitly licences the Buyer to reproduce and publish the translated text in so far as copyright subsists in the translation of the text on the receipt of the agreed payment for the work in which the copyright of the Seller exists.

15. Illegal Matter. The Buyer shall not require the Seller to translate any matter which, in the opinion of the Seller, is or may be of an illegal or libellous nature. The Buyer will indemnify the Seller in respect of any claims, proceedings, costs and expenses arising out of any illegal or libellous matter printed on behalf of the Buyer.

16. Force Majeure. Neither party shall be liable for failure to perform its obligations under the contract if such failure results from circumstances which could not reasonably be contemplated at the time of the letting of the contract and which are beyond the party's reasonable control.

17. Assignment and Sub-letting. The contract shall not be assigned by the Seller nor sub-let as a whole. If parts of the contract are sub-let, the Seller will remain responsible for the execution of the whole contract except where the sub-letting was as instructed by the Buyer.

18. Free issue. All documents provided by the Buyer for the execution of the contract remain the property of the Buyer and will be retained by the Seller in good condition until disposal instructions are received from the Buyer. Where no disposal instructions are received, the Seller may dispose of the documents himself after a reasonable period.

19. Insolvency and Bankruptcy If the Seller becomes insolvent or bankrupt or, being a company, makes an arrangement with its creditors, or has an administrative receiver or administrator appointed, or commences to be wound up other than for the purposes of amalgamation or restructuring, the Buyer may, without prejudice to his other rights, terminate the contract forthwith by notice to the Seller or to any person in whom the contract may have been vested.

20 Mutual Confidentiality The Seller is fully aware of the highly sensitive nature of some of the work it undertakes and information acquired in the course of delivery of work to clients. The Seller therefore undertakes to maintain strict confidentiality in all aspects of work carried out for clients.

The Seller 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 the Seller's clients, including but not limited to information about the Seller's clients and their clients, employees and subcontractors, prices or any other matter or information about the Seller's clients and their business or the business of the Seller's client's clients. This undertaking of confidentiality applies to all matters and information not freely available to the public.

If in the course of the supply of goods or services the Seller makes available to the Buyer any information including the identity of its suppliers or subcontractors the Buyer shall treat such information as confidential and shall not use such information or disclose the same to any third party

21. Construction of the Contract The construction, validity and performance of the contract shall be governed by the laws of England.

For the purpose of this Clause "Associate" means any partner or director of the Buyer and any company in which the Buyer or any firm in which he is a Partner or Director holds not less than one-third of the issued equity share capital (as defined in Section 154 of the Companies Act 1948) and any subsidiary of such a company (as so defined) or in the case of a Buyer who is a company, any company which owns directly or indirectly not less than one-third of the issued share capital of the Buyer.