



Terms and Conditions

1. Definitions

- 1.1. Please take the time to read these Terms and Conditions carefully as they form the basis of your contract with Alpha Translations Canada Inc., hereafter referred to as "the Agency." It is implicit that you have accepted the Terms and Conditions as laid out below when you submit your order with Alpha Translations Canada Inc.

2. General

- 2.1. These general terms and conditions apply to all legal relationships between Alpha Translations Canada Inc. ("the Agency") and the client, and supersede any terms and conditions referred to, offered or relied on by the client, unless the Agency specifically approves the application of such terms in writing.

3. Quotations, Conclusion of Contracts

- 3.1. All quotations and estimates issued by the Agency are free of obligation. The Agency reserves the right to revise or void quotations and delivery dates if the Agency was not given the opportunity to assess the entire source text prior to providing the quotation, or if changes and/or additions to the text have been made by the client after receipt of initial quotation.
- 3.2. The Client's acceptance, whether verbal or written, of any quotation or estimate provided by the Agency, shall constitute a contract. If no quotation was submitted, the Agency's written confirmation of acceptance of the project shall constitute a contract.
- 3.3. In the event that the Client is acting on behalf of a third party, then the Client shall indicate this in its order and provide the third party's name, address, and billing address if different than the Client's.
- 3.4. All agreements made on behalf of the Agency by its employees or representatives must be made in writing.

4. Changes To or Cancellation of Orders

- 4.1. Any modification of, or addition to the text to be translated once the project has been assigned to the Agency shall be deemed as additional text and invoiced at the same rate as the initial translation. The Agency reserves the right to refuse to conclude any orders, unless the client agrees to pay the additional charges for the changes. Any changes to the finalized and signed-off source material after start of translation will result in both additional charges and may result in a delay for the delivery of the translation.
- 4.2. If a request for language service is cancelled while the service is being performed, the Client shall compensate the Agency for the amount of work performed to date. Upon payment for the service provided, the Agency shall provide the client with the work performed but without any responsibility for quality. The Agency reserves the right to invoice the Client, and the Client

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agrees to pay, for any of the Agency's costs incurred on research or other investment made to carry out the project.

- 4.3. If the Agency has reserved resources for the execution of the order, with the liability to pay, it may charge the Client a proportionate fee for the non-executed part of the work.

5. Execution of Orders, Confidentiality

- 5.1. The Agency agrees to carry out the client's orders in a competent and professional manner.
- 5.2. The Agency shall keep any information provided by the Client strictly confidential and require its employees, sub-contractors, and affiliate partners to do the same. The Agency shall not be liable for breaches of confidentiality by its employees, sub-contractors, or affiliate partners so long as it can be demonstrated that reasonable measures to protect privacy and confidentiality have been taken.
- 5.3. The Agency shall be entitled to retain sub-contractors to execute the order (in full or in part), provided that the Agency takes reasonable steps to protect the client's right to confidentiality.
- 5.4. The Agency agrees that it has signed binding Non-Disclosure and Confidentiality Agreements with all its sub-contractors, affiliate partners, and staff.
- 5.5. The Agency may request, and the Client agrees to provide, additional information, documentation, or other reference material pertaining to language service under contract. The Client shall supply such material and/or information to the Agency at the Client's own risk and expense.
- 5.6. The Agency and the Client agree to keep strictly confidential all business, proprietary and other confidential information of the other party, which has become known to either party during the business relationship and after said relationship has been terminated. Both parties agree to take special care that all such information is kept confidential from third parties not involved in matters of the business relationship between the Agency and the Client. All contractual agreements between the Client and the Agency shall be kept securely and away from unauthorized access. The confidentiality obligation will remain in effect even after the business relationship or contractual agreement(s) is ended.

6. Term and Date of Delivery

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- 6.1. All specified delivery dates shall be considered provisional, unless or until the Agency provides the Client with explicit written confirmation. The Agency agrees to immediately inform the Client of any circumstances that may delay an agreed delivery date and/or time.
- 6.2. In the event that the Agency is unable to meet a delivery date or time that has been confirmed to the Client in writing, for reasons beyond the Agency's control, and if it is not feasible for the Client to accommodate such delay, the



Client shall be entitled to cancel the project. In such cases, however, the Agency shall not be liable to pay any damages whatsoever.

- 6.3. Delivery shall be deemed to have taken place on posting on Internet portal, or transmission by email, fax, modem, or via the Internet, or posting delivery to a carrier, at which point the risk passes to the Client. The Agency will retain a copy of the product for a period of one year, and will provide the Client with a further copy free of charge in the event of there being any loss or damage on the part of the Client.
- 6.4. The Client agrees to cooperate with and assist the Agency in carrying out the language project to help ensure its professional and timely execution.

7. Prices and Payment

- 7.1. Quoted prices and/or rates shall only be applicable to products or services as per initial specifications.
- 7.2. Subject to providing reasonable grounds, the Agency shall be entitled to adjust the agreed price or rate should it become necessary to perform additional work or incur unforeseen costs than might have been apparent at the beginning of the project.
- 7.3. The Client agrees to pay the invoices net and in full to the Agency upon receipt, in the stipulated currency, without any discount, unless otherwise agreed in writing. For large volume projects or long-term assignments, the Agency reserves the right to request periodic partial payments based on agreed terms.
- 7.4. Interest charges of 24% per annum shall be imposed on late payments. If payment is not made by the due date, interest charges shall be applied without notice of default being required.
- 7.5. The Agency may require any client to provide security for payment at any time.

8. Quality Concerns and Disputes

- 8.1. If the Client has any quality concerns about the products supplied by the Agency, it shall submit them in writing within 14 days of receiving said product. Stating a quality concern shall not necessarily release the Client from its obligation to pay.
- 8.2. If no quality concerns are raised within the term fixed in sub-clause 8.1. above, the product or service shall be deemed to have been fully accepted. The Agency's changing any part of the translated or edited text at the Client's request shall in no way constitute an acknowledgment on the part of the Agency of having supplied an inferior product.
- 8.3. In the case of a valid quality concern, the Agency shall be granted a reasonable period of time to improve or substitute the product or service. If the Agency cannot reasonably be expected to perform the required improvements or substitution, it may grant the Client a discount.

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- 8.4. Pursuant to clause 7.3, the Client shall give the Agency first opportunity to edit, revise, improve or substitute a product or service with a valid quality concern, before allowing an external editor to review the product.
- 8.5. If the Client has itself edited or has hired others to edit the part or parts of the product involved in the quality concern, then the Agency shall be under no obligation to revise or substitute the product and/or remunerate the Client for expenses incurred for such revision, regardless of whether the Client has subsequently supplied the product to a third party or not.

9. Liability, Indemnity

- 9.1. The Agency's liability shall never exceed the invoiced or quoted amount of the product in question, exclusive of applicable taxes. The Agency shall under no circumstances be liable for other forms of damage, such as consequential damage, loss of profits or losses due to delays.
- 9.2. Any ambiguity of the source material shall release the Agency from any liability whatsoever.
- 9.3. The Client assumes any expense and/or risk of injury or losses due to injury arising from the decision whether to use a text to be translated/edited or the translation/edited version thereof produced by the Agency.
- 9.4. The Agency shall assume no liability whatsoever in respect to damage to or loss of documents, data or data carriers provided by the Client to facilitate the project's completion. Furthermore, the Agency shall assume no liability whatsoever in respect to costs and/or damage incurred as a result of (a) the use of information technology and telecommunications media, (b) transport or dispatch of data or data carriers, or (c) the presence of computer viruses in any files or data carriers supplied by the Agency.
- 9.5. The Client shall indemnify the Agency against any claims by third parties deriving from use of the product or service, barring any liability incurred by the Agency by virtue of this clause.

10. Cancellation & Force Majeure

- 10.1. Any failure on the part of the Client to meet its obligations, as well as bankruptcy, a moratorium or liquidation in respect of the Client's company, shall entitle the Agency to either cancel the contract (in part or in full) or postpone its execution without any claim to damages on the part of the Client. In such cases, the Agency shall also be entitled to demand immediate payment.
- 10.2. If the Agency should prove unable to meet its obligations due to circumstances beyond its reasonable control, it shall be entitled to cancel the contract without being liable to pay damages. Such circumstances include, but are not limited to: fire, accidents, illness, strikes, riots, war, transport restrictions and delays, government measures, disruption of the services of Internet providers, and other instances of force majeure.

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10.3. In the event that the Agency is compelled by force majeure to discontinue execution of the contract, the Client shall nevertheless pay for all work performed up until that moment as well as any costs and expenses incurred.

11. Copyright

11.1. Barring explicit, written agreement to the contrary, the copyright to any translations or other texts produced by the Agency shall rest with the same. Upon payment of the full amount indicated in the invoice, according to the Agency's payment terms, the copyright to a product passes to the Client. Any use of a product before receipt of full payment is deemed as full acceptance of the product without reservation.

11.2. The Client shall indemnify the Agency against any and all claims by third parties in respect of alleged violation of property rights, patent rights, copyrights or other intellectual property rights relative to the execution of the contract.

12. Governing Law

12.1. All legal disputes are subject to the jurisdiction of Alberta, Canada only.

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