

Terms and Conditions

These General Conditions are a legally binding contract between the Client and **IALC Group** with respect to the supply of services of translation and localization, agreed upon by the Client and **IALC Group**. In case of a disagreement on any correspondence, contract, proposal, promotional material or agreement, these Conditions will be overriding. The forwarding of original material (defined below) implies the acceptance by the Client of all the contractual conditions.

1. Definitions

1.1. Translator refers to IALC Group.

1.2. Client refers to the individual or business stipulating contract.

1.3. Original material refers to the documents and other material supplied to the translator for translation, localization service.

1.4. The final material refers to the final translated version of the original material.

2. Rates and fees

2.1. The service stipulated will be effected by the translator and billed according to the terms and rates given in the estimate.

2.2. All the offers and all the estimates given, in whatever form, are not to be considered binding for the translator or the client unless clearly stated otherwise.

2.3. The translator reserves the right to modify the prices and rates and/or the estimated delivery date which may have been indicated on previous estimates, at the time of receiving and evaluation of the complete final material to be translated.

2.4. The translator will inform the Client of any additional costs or changes to the delivery date before beginning the translation.

2.5 Translation errors or corrections cannot under any circumstances be accepted as a reason for a payment reduction, delay or refusal, or to instigate proceedings with a view to claiming damages and interest.

3. Quality of the service and original material

3.1. The translator will carry out the service based on established quality standards, translating special terms according to their conventional meaning, based on glossaries approved beforehand by the client.

3.2 All of the original material must be clearly legible and delivered to the translator in the formats agreed upon and within the established time.

3.3 The translator will not be responsible for any delays in delivery which are due to the original material supplied late, incorrectly, or not at all.

3.4 **IALC Group** will not be liable for the correction of any errors or omissions that were present in the original source material(s) and which may or may not affect the quality of the project to be delivered.

3.5 The services shall be carried out according to industry standards.

4. Modifications or additions to the original material

4.1 All modifications or additions to the original material must be presented to the translator with clear indications of the changes made and their position according to the copy initially presented.

4.2 The evaluation of the cost and time required to carry out the changes or additions to the original material for the translations which have already been initiated, will be calculated based on the quantity and type of the variations and the percentage of work which has already been finished.

4.3. The translator will supply the Client with an estimate of the additional time and cost before beginning the modifications or additions.

5. Corrections

5.1 The translator will correct the following errors free of charge: omissions, grammatical and spelling errors, not using approved glossaries. Nevertheless, if the corrections are based on the client's preference of a particular style and/or terminology, or in the event that there is more than one way to interpret the meaning of a source text, IALC Group, will not be obligated to correct mistakes or errors free of charge, unless preferences of style and/or terminology have been communicated to IALC Group before commencement of translation or project.

5.2 The client recognizes that the translator will not bear any responsibility or obligation for possible errors of translation, unless such errors are indicated in writing within two (2) days of the delivery of the final material to the client.

5.3 The translator's responsibility will be that of correcting the final material free of charge within time limit.

6. Limits of Responsibility

6.1 The translator assumes no responsibility for any damages, direct or indirect, or claims made against the client by third parties, resulting from the services carried out by the translator, regardless of the object or manner of the action, nor that the damages be of a contractual or non-contractual nature, nor or their predictability by the translator, independently of what is set out in the proposals and associated documents.

6.2 The translator will not be responsible for the return, loss or any possible damage to the original material. Should unique or valuable material be consigned to the translator, it will be the client's responsibility to obtain an adequate insurance policy to cover any damages resulting from the loss or partial or total destruction of this material.

6.3 No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the services or the translated works shall be incorporated unless expressly set out in the contract.

6.4 IALC Group will not be held legally or financially responsible for the possible refusal of translated documents by any governmental agency, if the client has refused the notarization of any translation which is required by the respective agency to be officially certified.

Our policy is to inform the prospective client, before accepting any translation project, concerning the necessity for such certification through notarization, emphasizing the legal validity and general acceptance of such a translation throughout USA and abroad.

7. Declarations and Warranties

7.1 The translator declares and guarantees that the service will be rendered following standard quality procedures, using all the technology, instruments and qualified personnel available, so that the result satisfies the quality standards proposed and normally applied by the translator.

7.2. The client declares and guarantees a) that the original material is owned by him and is free for his use and b) that the translation of the original material and the publication, distribution, sale or other use of the final material does not violate any author's rights, trademarks, patent or other third-party rights.

8. Limits of guarantee

8.1. The translator's guarantees replace any other guarantees, express or implied, of the final material's value or its suitability for a particular purpose.

8.2. The translator does not guarantee that the use of the final material or of material contained within it does not violate any trade secrets, author's rights, trademarks, patents or other third-party rights.

9. Cancellation of the contract

9.1. Should the client default, the translator will have the right to cancel the contract and the client will be obliged to pay a sum calculated according to services completed at the time of the contract cancellation and work in progress.

9.2. Should the translator default, the client will have the right to cancel the contract and will be obliged to pay an amount calculated according to services completed at the time of the contract cancellation and all work in progress.

9.3. In the event of contract cancellation, the translator will be obliged to hand back to the client all original material and data provided, together with all translated material existing on the date of cancellation.

9.4. The translator will have the right to withhold the original material and the final material by way of a guarantee of payment by the client of the entire sum owed.

9.5. Neither party will be held responsible for delays or non-fulfillment when these are due to events and/or causes of force major, not attributed to either party.

10. Title and ownership

10.1. All rights relative to the original and final materials, and any author's rights, patents, technology and commercial secrets are and remain solely and exclusively with the client.

10.2. This notwithstanding, the client recognizes that the translator is the sole and exclusive owner of all rights regarding

(a) inventions, methodology, innovations, data, technology, software and databases used in the translation of the original material and

(b) inventions, methodology, innovations, technology, software and databases developed by the translator during the translation of the original material, including all related rights.

10.3. The translator reserves the right to withhold the final material as a guarantee of payment by the Client of the entire agreed upon sum .

11. Confidentiality

11.1. The nature of the work commissioned and all information given by the client to the translator shall be subject to complete confidentiality.

11.2. The translator must not, without the prior written consent of the client, publicly divulge or bring any such information to the attention of third parties, with the exception of authorized collaborators or subcontractors authorized by the translator whose operational or consultative roles require them to have access to this information.

11.3. The above guarantee does not apply in cases where the translator is required by law to communicate such information, or when such information is within or comes into the public domain independently from any divulgence on the part of the translator.

11.4 You acknowledge that any original works and translated works submitted by and to you, over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that we have no liability for the loss, corruption or interception of any original works or translated works or projects.

12. Indemnity

12.1. The client shall indemnify the translator, his agents, managers, staff, employees, collaborators, representatives and assignees against any loss, damage, cost or expense, including legal costs, deriving from or connected with any claim or legal action concerning (a) the execution of this contract; (b) the client's violation of contractual declarations and guarantees; (c) the production, publicity, promotion, sale or distribution of any material on behalf of the client; (d) any duty, tax, tariff or similar charge laid down by law or by the production, publicity, promotion, use, importation, licensing or distribution of any material on behalf of the client; (e) any claim for damages through the violation by the final material of any author's rights, trademarks, industrial patents or other rights.

13. Terms and methods of payment

13.1. Payment shall take place via one of the following methods.

(a) In the absence of a credit agreement between IALC Group and the client, payment shall take place via paypal.com into the account indicated by IALC Group. An advance deposit is required of 40% of the agreed sum upon consignment of the original material, with final settlement upon the delivery of the final material.

(b) If there is a credit agreement between IALC Group and the client, the client shall arrange payment to IALC Group of the full amount payable for all agreed services within and no later than fourteen (14) days from receipt of invoice from IALC Group.

14. Place of jurisdiction

These General Conditions are governed by the laws of the United States, and the parties elect by mutual consent to submit to the jurisdiction of the County of New York.

IALC Group reserves the right to modify these Terms and Conditions at any time.