

## Krofire Enterprises: Terms and conditions of business

### 1 General

- 1.1 All quotations and all orders are accepted subject to these Terms and Conditions only. All other terms and conditions whatsoever are excluded from the contract or any variation thereof unless expressly accepted by the Company in writing.
- 1.2 "The Company" shall mean Krofire Enterprises Limited.
- 1.3 "The Client" shall mean any legal or natural person commissioning goods or services from the Company.
- 1.4 "Goods" and "services" shall include any work, product, documentation, graphical representation, translation, computer data and any other information storage, retrieval or transfer media, or the provision of such, and the latter terms are interpreted as including the former.
- 1.5 In the recourse to any of the services provided by the Company, the Client declares that he/she accepts these conditions, in extenso, and thus consequently renounces all differing or contradictory conditions that might otherwise normally apply.

### 2 Purpose of translation and level of checking

- 2.1 At the time of requesting a quotation or ordering any goods or services, the Client shall provide the Company with all information necessary for costing and/or providing the required goods or services, including the intended purpose of any translation.
- 2.2 The Company shall not be liable for any deficiency in any goods or services supplied if the Client shall decide at any time to use the good or service for any different purposes from that made known to the Company at the time of ordering.
- 2.3 The Client shall indicate clearly in writing, at or before the time of ordering any translation, the level of checking required. In default, the Company will use its discretion in providing appropriate checking.
- 2.4 Where proofs of work are supplied to the Client for approval, the Company shall incur no liability for any errors which are not detected and clearly marked by the Client for correction on those proofs. In cases where matters including style, type, or layout are left by the Client to the discretion of the Company, any subsequent change in specification, including author's amendments made by the Client, may be chargeable.
- 2.5 Unless specified by the Client, numbers and figures in the original will be incorporated in the translation, and counted as words. ***The Client shall clearly indicate any sections that are not required to be translated.***

### 3 Quotations and estimates

- 3.1 The company will provide estimates and not quotations. Estimates for work to be carried out on material not seen in its entirety shall be subject to confirmation on receipt of the complete material and specification. All estimates shall be available for acceptance for a maximum of 28 days from the date thereof, unless otherwise specified in writing by the Company, and may be withdrawn by the Company within such period at any time by written notice. The Company will decline to estimate for work that cannot be accurately read by an Optical Character Recognition program.
- 3.2 The Company reserves the right not to accept any order for which no written confirmation signed by the Client has been received.
- 3.3 All estimates are given nett, exclusive of VAT, at the rate current at the time of invoicing. All prices are given per language, where more than one language is requested, unless otherwise specified.
- 3.4 Unless otherwise agreed in writing, all estimates are inclusive of final delivery by first class post, fax or e-mail only. Estimates exclude VAT or any other taxes that may apply.
- 3.5 Interim deliveries, deliveries of proofs or drafts for approval, or delivery by any other means shall be at the Client's request and may be chargeable.
- 3.6 Any statement or representation made to the Client by the Company, its servants or agents upon which the Client relies, other than in the documents enclosed with the Company's estimate or acknowledgement or order, does not form part of any estimate or contract, and does not supersede the provisions of these conditions, unless set out in the document to be attached to or endorsed on the Client's order, and in any such case the Company may confirm, reject or clarify the point, and submit a new estimate.
- 3.7 In the absence of a written estimate<sup>4</sup>, the price of any work shall be determined by the Company in accordance with the appropriate prices and procedures at that time.
- 3.8 In the event of any alteration being requested by the Client and agreed by the Company in the specification, quantity or intended use of the work in accordance with conditions 2.1 and 2.2 hereof, the Company shall be entitled to make an adjustment to the contract price, corresponding to those alterations.
- 3.9 All alterations to the original specification, quantity or intended use of the work shall be confirmed in writing by the Client. If the Company agrees to make any alteration, any previously agreed delivery or completion dates may be amended and prices modified.
- 3.10 If, following acceptance of the Client's order, any error or omission is discovered in the estimate, the Client shall accept the Company's reasonable amendment of the estimate in terms of cost and/or time to make good the error or omission.
- 3.11 An additional charge may be made for work that may be necessary where copy supplied by the Client is unclear or illegible.

### 4 Preliminary work

- 4.1 All work carried out at the request of the Client, whether as a test or otherwise, shall be subject to the Company's Terms and Conditions, and may be charged, irrespective of the commissioning or completion of any related or subsequent works unless otherwise agreed.

### 5 Cancellation

- 5.1 If work is commissioned and subsequently cancelled by the Client, the Client shall pay the Company forthwith a sum equal to all costs and expenses incurred by the Company up to the time of cancellation and covering all loss or damage resulting to the Company by reason of such cancellation.

## **6 Payment**

- 6.1 Unless otherwise agreed in writing by the Company, the Client shall make payment in full nett of all charges within **28 days** of issue of the Company's invoice, failing which interest shall be payable at 2 percent over the base rate current at that time for every month or part of a month by which payment is overdue. Where a discount has been agreed, this shall be withdrawn if payment falls overdue and the full non-discounted amount will become payable.
- 6.2 Where work is delivered by instalments, the Company may invoice each instalment separately and the Client shall pay such invoices in accordance with these conditions.
- 6.3 Where the time necessary to complete work is greater than one calendar month, the Company may invoice in monthly instalments to the value of work carried out during each calendar month.
- 6.4 No disputes arising from the contract shall prejudice the right of the Company to prompt payment under the conditions of 6.1 for all work duly completed.
- 6.5 In the event of default in payment by the Client on any wholly or partly completed contract, or any instalment thereof, the Company shall be entitled, without prejudice to any other right or remedy, to suspend all further work for the client.
- 6.6 In the event of any default in payment, the Company may treat the contract as repudiated in whole or in part and sue for damages.
- 6.7 When any act or omission by the Client causes delay in the delivery of any work completed either in part or in whole, the Company shall be entitled to payment in full for the completed work under the provisions of 6.1, and delay in delivery shall not imply right to delay payment.
- 6.8 Where a client to whom an estimate or quotation has been given requests the Company to invoice a third party, the order will only be accepted where payment is made in advance and/or where written confirmation has been received from the third party. Under no circumstances will such a request be considered by the Company after an order has been accepted.

## **7 Delivery**

- 7.1 Times given for delivery of the goods and completion of the works are given as accurately as possible, but are not guaranteed. The Client shall have no right to damages or to cancel the order for failure for any cause to meet any delivery or completion time stated.
- 7.2 *Notwithstanding any provision in 7.1, where time and/or place of delivery are of the essence, the parties may agree the specific requirements of performance, including the consequences of any failure to perform.*
- 7.3 The agreement to make special provisions under the terms of 7.2 shall in no way prejudice the operation of any other terms and conditions that would otherwise have been applicable.
- 7.4 The date of delivery or completion shall in every case be dependent upon prompt receipt of all necessary material, information, instructions or approvals from the Client. Alterations by the Client to the original specification, quantities or intended use of the works may result in delay in delivery or completion.

## **8 Sub-contractors**

- 8.1 The Company shall be entitled to appoint one or more sub-contractors of its choice to carry out all or any of its obligations under the contract.
- 8.2 In the event that the Client comes to know an employee or sub-contractor working or having worked through the Company for the Client, and the said employee or sub-contractor is subsequently offered or takes direct employment whether full, part-time or freelance, or accepts any order by or from the Client within one year of having worked through the Company for the Client, an introduction fee of £2500.00 plus VAT (if applicable) at the current rate shall be due and payable immediately to the Company by the Client, unless otherwise agreed in writing by the Company.
- 8.3 Any alteration or addition to the specification of any work to be carried out by employees or sub-contractors of the Company who are working or who have worked on the Client's premises or any other geographical location at his/her request must be notified to and confirmed by the Company in writing. Under no circumstances may the sub-contractor or employee accept any other duty or task without the written confirmation of the Company.

## **9 Copyright**

- 9.1 All orders are accepted by the Company on the understanding that the Client holds translation rights in the original text or will be using the translation for purposes of study only. In all cases, the Client undertakes to keep the Company harmless from any claim for infringement of copyright and/or translation rights, likewise for any legal action including that which might arise between legal or physical persons as a result of the content of the original text or its translation.
- 9.2 The Company retains copyright in all translations, graphic material and computer data it produces, until such time as it expressly assigns such rights in writing to the Client, and in any event until the work or service has been paid for in full by the Client. However, in the event that payment is not received by the Company in accordance with Condition 6 hereof, the said licence shall be automatically revoked and the Client shall not be at liberty to make use of any work or goods in which the copyright of the Company subsists.
- 9.3 Without prejudice to clauses 9.1 and 9.2, the Client shall indemnify and hold harmless the Company at all times and against all claims which may be made against the Company and costs incurred in connection therewith arising out of the publication and dissemination of such work or the performances of such services or the inclusion of such work or services of any matter submitted by the Client which is not itself the subject of translation or other work by the Company.

## **10 Complaints and disputes**

- 10.1 The Client shall notify the Company in writing within 10 working days of receipt of the work or goods or any part thereof of any defects or divergencies from the agreed terms of the order and give the Company the opportunity to examine and comment on and if necessary rectify any such defects and divergencies. The Company shall not be liable for the cost of rectifying any such defects or divergencies which it has not been given the opportunity to carry out itself and that have been carried out without its written agreement.
- 10.2 All notifications of defects or divergencies from the agreed terms of the order must be supported by any documentation required to provide the Company with a clear understanding of the substance of the complaint.
- 11 Liability**
- 11.1 The Company shall carry out work and supply goods and services to the best of its ability and shall limit its liability therefor, whether direct or consequential, to the value of the invoice for the work, services or goods in respect of which the liability is incurred.
- 11.2 The Client shall hold the Company harmless against any claim of any nature whatsoever that may be made at any time by a third party in respect of any work done by the Company at the Client's instruction.
- 12 Illegal matter**
- 12.1 The Company shall not be required to print, publish or otherwise disseminate any matter that in its opinion is or may be of an illegal or libellous nature.
- 12.2 The Company shall be indemnified by the Client in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed, published or otherwise disseminated for the Client or any infringement of copyright, patent or design. This indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.
- 13 Data Protection Act**
- 13.1 The Client shall meet all costs and obligations with respect to information covered by the Data Protection Act and held by the Company on behalf of the Client.
- 14 Force majeure**
- 14.1 The Company shall not be liable for any delay, loss or damage, or failure to carry out any works, caused in part or in whole by War, Act of God, or any act, decision or pronouncement of the Government of the United Kingdom or any other government.
- 14.2 The Company shall not be liable for any delay, loss or damage, or failure to carry out any works, caused by an act, or failure to act, pursuant on any trade dispute, whether involving its own employees or not.
- 14.3 The Company shall not be liable for any delay, loss or damage, or failure to carry out any works, caused by any other thing, matter or occurrence beyond its control.
- 15 Tax**
- 15.1 Unless otherwise stated, all prices quoted are tax-exclusive and VAT will be added where applicable.
- 16 Client's property**
- 16.1 Client's property and all property supplied to the Company by or on behalf of the Client will be held at the Client's risk.
- 17 Insolvency/general lien**
- 17.1 If the Client ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed unable to pay its debts or has a winding-up order issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Company without prejudice to other remedies shall
- 17.2 have the right not to proceed further with the contract or any other work for the Client and be entitled to charge for work already carried out (whether completed or not) and materials or services purchased for the Client, such charge to be an immediate debt due to him and
- 17.3 in respect of all unpaid debts due from the Client have a general lien on all goods and property in the Company's possession (whether worked on or not) and shall be entitled on the expiry of 14 days' notice to dispose of such goods or property in such manner and at such price as it thinks fit and to apply the proceeds to such debts.
- 18 Confidentiality – General agreement**
- The Company will at all times treat confidential information received by or disclosed to it (and, where applicable, any of its employees, agents or sub-contractors) as confidential and will not disclose the confidential information to any third party or parties or use it in any way except for the purpose required by the client. It will not copy or reproduce the confidential information or any part of it except with the prior written consent of the Customer. All documents, contracts, reports, records, letters and other materials delivered to the Company by the Customer (whether in hard-copy or machine-readable form) or reproductions of all or part of the confidential information, shall be and remain the property of the Customer. The Company shall, upon written request of the Customer at any time, return to the Customer or destroy all physical documents held by the Customer, together with any disks, tapes or other machine-readable materials containing confidential information. The Company will also, upon request as aforesaid, delete its computer files containing such confidential information. The Company undertakes to ensure that any employees, agents or contractors employed or engaged are aware of the terms outlined above. Any breach of this agreement by any such employee, agent or contractor will constitute a breach thereof by the Company.
- 18 Interpretation**
- 18.1 The terms and conditions and contract shall be governed and interpreted according to the Law of England. In the event of any dispute, the court of jurisdiction shall be an English court.

Mark Brown  
Director  
Krofire Enterprises Ltd  
26<sup>th</sup> April 2001