



Terms and conditions (translation)

+ Definitions

Translator shall mean the party providing a translation in the normal course of business.

Translation shall mean the preparation of a translation or any other translation-related task such as revising, editing, etc., which calls upon the translation skills of a translator, but not copywriting or adaptation.

Client shall mean the party commissioning a translation in the normal course of business.

Source material shall be understood to mean any text or medium containing a communication which has to be translated.

+ Copyright in Source Material, and Translation Rights

The translator accepts an order from the Client on the understanding that performance of the translation task will not infringe any third party rights.

The Client undertakes to keep the translator harmless from any claim for infringement of copyright and/or other intellectual property rights in all cases.

The Client likewise undertakes to keep the translator harmless from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

+ Other supplementary charges, for example those arising from: discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or poorly legible copy or poorly audible sound media, and/or terminological research, and/or certification, and/or priority work outside normal office hours in order to meet the Client's deadline or other requirements, may also be charged.

The nature of such charges shall be agreed in advance.

+ If any changes are made in the text or the Client's requirements at any time while the task is in progress, the translator's fee, any applicable supplementary charges and the

terms of delivery shall be adjusted in respect of the additional work.

+ Delivery

Any delivery date or dates agreed between the translator and the Client shall become binding only after the translator has seen or heard all or the source material to be translated and has received complete instructions from the Client.

+ Copyright in Translations

In the absence of a specific written agreement to the contrary, copyright in the translation remains the property of the translator.

All translations are subject to the translator's right of integrity.

If a translation is in any way amended or altered without the written permission of the translator, he shall not be in any way liable for amendments made or their consequences.

+ Confidentiality and Safe-keeping of the Client's Documents

The translator shall at all times exercise due discretion in respect of disclosure to any

Third Party or any information contained in the Client's original documents or translations thereof without the express authorisation of the Client.

Nevertheless a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material.

The translator shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal.

Neither the translator nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party.

+ Complaints and Disputes

Failure by the translator to meet agreed order requirements or to provide a translation which is fit for its stated purpose shall entitle the Client to:
reduce, with the translator's consent, the fee payable for the work done by a sum equal to the reasonable cost necessary to remedy the deficiencies, and/or cancel any further instalments of work being undertaken by the translator.

Such entitlement shall only apply after the translator has been given one opportunity to bring the work up to the required standard.

This entitlement shall not apply unless the translator has been notified in writing of all the alleged defects.

+ Responsibilities and Liability

The translation task shall be carried out by the translator using reasonable skill and

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care.

A translation shall be fit for its stated purpose and target readership and the level of quality specified.

Unless specified otherwise, translations shall be deemed to be required to be "for information" quality.

The liability of the translator on any grounds whatsoever shall be limited to the invoiced value of the work, except where in connection with any consequences which are reasonably foreseeable: the potential for such liability is expressly notified to the translator in writing, and such liability is restricted to an agreed limit of cover under the professional indemnity insurance available to translators.

No waiver of any breach of any condition in this document shall be considered as a waiver of any subsequent breach of the same or any other provision.