



CUSTOMER TERMS AND POLICES FOR SUPPLY OF TRANSLATION

1. DEFINITIONS

1.1 “Customer” means the person, firm, organization, corporate body, together with any subsidiary or associated undertaking, for which Sauls International has agreed to provide the Services pursuant to these terms, conditions and policies of business.

“Services” means translation and other associated services required by the Customer and specified on the Quote/estimate that was completed.

“Source Material” means any documents, materials, text, images, graphics, photographs, designs, data or other information provided by the Customer to Sauls International relating to the Services. 'Deliverable' means the final, translated version of the Source Material or other such document provided by Sauls International to the Customer pursuant to and resultant from the Services.

“Quote/Estimate Sheet” means the sheet in which details of the required service which is specified.

2. SUPPLY OF SERVICES

2.1 If the Services are booked via telephone or email, the Customer shall sign, date and return the Quote/Estimate to their Account Manager at Sauls International to acknowledge the Customers' acceptance of the Services and charges outlined in the Quote/Estimate Sheet before Sauls International undertake any work on their behalf. Any changes or additions to the Services or these terms and conditions must be agreed in writing by Sauls International.

2.2 The Customers at its own expense shall supply Sauls International with all necessary Source Material within sufficient time to enable Sauls International provide the Services. The Customer shall be responsible for and therefore ensure the accuracy of all Source Material.

2.3 Sauls International may correct any typographical or other errors or omissions in any brochure or other published literature relating to the provision of the Services without any liability to the Customer.

3. INTENDED USAGE

3.1 The Customer shall clearly indicate the intended use of the translation or other consequence of the Services.

3.2 Where the purpose of the translation is not disclosed, Sauls International will execute the translation as if it were for information only. However, if in Sauls International's judgment, the apparent intended purpose is otherwise, Sauls International shall communicate with the Customer, whenever possible, before commencing translation in order to clarify the intended purpose.



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4. CHARGES AND PAYMENT TERMS

4.1 All accounts are due as specified in the Quote/Estimate Sheet or as agreed with the Customer in writing; otherwise, all accounts are due upon delivery of the Deliverable. We accept checks and major credit cards (add 6.5%). Invoices must be paid upon completion of assignment and upon receiving revised invoices. Accounts that are past due are charged a certain percentage. No refunds or chargebacks for invoices & services provided. The Customer shall pay such charges by check or credit card payable to Sauls International or via bank transfer with any charges for such assumed by the Customer, by the date listed on the invoice issued or within 1 day for the Services.

4.2 If the provision of the Services is quoted/estimated by Sauls International to take longer than 1 month to complete, Sauls International shall be entitled to invoice the Customer at bi-monthly intervals for the total charge payable for the completed Service.

4.3 Reasonable additional charges shall be levied by Sauls International for the performance of any or all of the following in connection with the Services:

4.3.1 Sending of facsimile messages

4.3.2 Delivery by courier

4.3.3 Proofreading of any completed translation work prepared by or for Sauls International by a native speaker other than the original translator

4.3.4 Changes or other amendments required by the Customer after the initial quote/estimate and/or completion of the Services.

4.4 Unless otherwise agreed, prices are set. If any check payment or electronic payment from the Customer is returned by the bank as unpaid for any reason the Customer will be liable to Sauls International for an administration fee of \$35/occurrence along with terms set forth in 4.2 of this document.

4.5 Where delivery is to be made by installments or bi-monthly payments, each delivery shall be deemed for such and any failure whatsoever by Sauls International in respect of any one delivery shall not entitle the buyer to repudiate the contract or to cancel any installments remaining to be delivered thereunder.

4.6 Changes made by customer after customer has received an initial quote: Our rates are subject to change from the original quoted rate based on translator availability, skill-level and changes made by the customer after the customer has received original quote. All expenses are subject to change as a result of any changes from the original quote that the customer received.

5. DELIVERY

5.1 Any date issued by Sauls International for delivery of the Deliverable or otherwise as to the completion of the Services is given and intended as a quote/estimate only and time shall not be of the essence in relation to such completion. Sauls International will use reasonable judgment to meet such a quoted/estimated date but shall not be liable for any damage or loss, whether arising directly or indirectly out of its failure to meet such a date.



5.2 In the event of Force Majeure (Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected Sauls International ability without fault to meet the terms of a contract with the Customer as agreed), Sauls International shall notify the Customer without delay, indicating the circumstances. Force Majeure shall entitle both Sauls International and the Customer to terminate the Services, but in such event, the Customer shall pay Sauls International for any and all work already completed.

5.2 Delivery of the Deliverable to the Customer is deemed to have taken place upon posting or delivery to a carrier, or transmission by fax, email, modem or Internet and the risk shall pass to the Customer. However, Sauls International will retain a copy of the translation and upon request by the Customer will forward a further copy free of charge.

6. URGENCY

Although an urgency surcharge may be levied for urgent Services requested by the Customer, because such urgency may preclude the necessary time to check and edit the translation and result in the use of multiple translators for larger volumes may result with inconsistencies and inaccuracies, Sauls International shall not be liable for any direct or indirect loss flowing from the accuracy and/or consistency of the Deliverable or other such consequential urgency issues.

7. CANCELLATION & SCHEDULING

Upon the Customer booking the Services in accordance with clause 2.1 or, as the case may be, clause 2.2 herein, the Customer shall not under any circumstance other than as set out in these terms and conditions be entitled to cancel the Services. Customers will be billed in full for any assignment not cancelled with **4 BUSINESS DAYS** notice remaining before the scheduled assignment is to begin.

7.1 Sauls International shall be relieved of all liability for obligations incurred to the Customer whenever and to the extent of which the fulfillment of such obligation is prevented by any cause beyond its control.

7.2 Sauls International shall not be liable to the Customer or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit) and the Customer shall indemnify Sauls International against all claims and demands upon the Sauls International for any such consequential loss or damage.

7.3 Sauls International will only accept responsibility for any errors or omissions if a full report stating each and every one of the errors or omissions alleged is submitted to Sauls International in writing within 1 business day upon completion and delivery of assignment. As a result of any error or omission in work undertaken by Sauls International, Sauls International will, as its option, either re-type the work or compensate the Customer for the cost of any additional typing or printing up to the amount of the fee charged to the Customer in respect of the Services, provided that such fee has been paid to Sauls International and provided the work has been used by the Customer for the purpose indicated to Sauls International by the Customer. If the Customer has not given written notice to Sauls International that the Deliverable is not satisfactory within 1 working day of its delivery to the Customer, the Customer shall be deemed to have accepted and approved the Services and the Deliverable and Sauls International shall have no liability for any defect in the quality of the translation or their failure to correspond with the Quote/Estimate and the Customer shall be bound to pay Sauls International as if the translation work had been satisfactorily supplied. Sauls



International will make every reasonable effort to deliver an accurate translation of the Source Material. The Customer subjective preferences in determining the accuracy of translation work cannot be accommodated as standard practice in any way whatsoever. Without provision by the Customer, in writing, of their own list of terms or glossary of preferred terminology and receipt of the same by Sauls International, Sauls International will not accept liability for nor to undertake revisions or changes to the Deliverable and further the Customer subjective preferences in rendering of text in any language whatsoever cannot be accepted as reason for dispute or reduction of the final invoice due.

7.4 SAULS INTERNATIONAL SCHEDULING POLICIES While Sauls International (SI) welcomes last minute assignments, we prefer advance notice (more than 2 weeks if possible). A one page minimum is required on all assignments. For cancellations made less than 4 business days prior to the scheduled assignment, SI will invoice and expect payment for the entire assignment. A workday is considered Monday-Friday, excluding weekends and federal holidays. Any time extensions are requested (scheduled or unscheduled) beyond the originally scheduled time is considered as a last minute request for the period interpreted at per/hr. increments. Rates are higher for services requested/needed in 7 days or less.

SAULS INTERNATIONAL US AND INTERNATIONAL SCHEDULING POLICIES While Sauls International (SI) welcomes last minute US and International assignments, we prefer advance notice for services needed (more than 3-5 weeks' notice if possible). Once you receive the notice that your customer will be visiting your office from another state or country or would like for you to visit their office, it is best practices to consult a translation agency within 1 business day of receiving the notice. Customer must confirm services that will be provided at least 2-3 weeks before the scheduled assignment. Any changes to the initial quote/estimate, schedule and time extensions beyond the originally scheduled time is considered as a last minute request. Rates are higher for services requested/needed in 7 days or less.

SCHEDULING TERMS All "days" are considered business days (Monday – Friday). Weekend days are Friday after 4:00 p.m. to Sunday.

14 - 30+ Days: Economy Service Delivery

13 - 8 Days: Standard Service Delivery

7- 4 days or less: Rush Service Delivery

Hours worked over 8 hours are deemed to be overtime and will be billed at such.

8. CONFIDENTIALITY

The nature of the work performed and any information transmitted to Sauls International by Customer shall be confidential. Sauls International shall not without the prior consent of customer, divulge or otherwise disclose such information to any person other than authorized employees or authorized subcontractors of Sauls International whose job performance requires such disclosure. The provisions of this paragraph shall not apply to the extent that Sauls International is required by law to divulge such information or to the extent that such information is or becomes a matter of public knowledge other than by disclosure by Sauls International.



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9. COPYRIGHT

Without prior written agreement to the contrary, copyright in the Deliverable shall vest in Sauls International and the Customer. Unless otherwise agreed in writing, any published text of the translation shall carry the following statement.

Translated from (language) by Sauls International (year)

10. ENTIRE AGREEMENT

10.1 These terms and conditions represent the entire understanding and constitute the entire agreement between Sauls International and the Customer and supersede any previous agreement between Sauls International and the Customer as to the same subject matter. The Interpreting rates/prices may be changed by Sauls International within reason. All remaining rates, prices, terms and policies and any attachment hereto may be modified or amended only by a written amendment executed by an officer of Sauls International. Without prejudice to the generality of clause 2.1 herein, these terms and conditions may only be varied in writing, executed by duly authorized officers or Sauls International and the Customer.

10.2 Each of Sauls International and the Customer acknowledges and agrees that in entering into these terms and conditions it has not relied on any representation or warranty or undertaking other than those expressly set out herein and, except in relation to any liability for fraudulent misrepresentation, neither party shall be under any liability or shall have any remedy (including the avoidance of these terms and conditions) to the other in respect of any representation or statement which is not expressly prescribed by these terms and conditions.

Organization Name: _____
 Signature: _____
 Print Name: _____
 Title: _____
 Date: _____
 Email Address: _____

Billing Contact: _____
 Phone: _____
 Address: _____
 Email Address: _____

Billing Method: (circle one) EMAIL FAX

Please return a completed and signed form (pdf) to consult-si@saulsinternational.com

To assure continued service and accurate billing we require a current signed copy on file before services can be provided. If the services are provided before a copy has been signed and returned, customer automatically agrees to all prices, terms and policies.