

General Terms and Conditions

Definitions

The following defined terms shall have the following meanings:

1. 'The Company' shall mean FINVERBUS Translations (company number CH-501.4.017.135-1) registered in Switzerland under address Strada du Nisorin 16, 6921, Vico Morcote, Switzerland.
2. 'Work' shall mean any translation, interpretation and all works or other services required of and supplied by the Company.
3. 'The Client' shall mean any person or entity ordering work under a Contract, to which the Company shall supply work.
4. 'Original Works' shall mean the documents, files, information, materials provided by the Client for the purposes of carrying out the Work, in written form, electronic format or verbally.
5. 'Finalised Works' shall mean the documents, files, materials and works translated and produced from the Original Works in accordance with the Client's instructions and provided by the Company.
6. 'Contract' shall mean the agreement between the Client and the Company, consisting of the Purchase Order and all documents belonging to the Purchase Order.
7. 'Intellectual Property Rights' shall mean any rights in or to any patent, copyright, database right, registered design, design right, utility model, trademark, brand name, service mark, trade name, business name, chip topography right, know-how or confidential information, translation memory or any other rights in respect of any other industrial or intellectual property, whether capable of being registered or not and including all rights to apply for any such rights.
8. 'Purchase Order' shall mean the purchase order and/or acceptance of a quotation in written form or electronic format, to which these General Terms and Conditions apply without exception or limitation, provided by the Client to the Company for the Work.

Quotations

9. Verbal quotations are given for guidance only. They are not binding on the Company and are subject to a written quotation upon receipt of the Original Works. Written quotations remain valid for 10 days after dispatch unless otherwise stated. The Company reserves the right to make an additional charge to the quoted amount if, after work has commenced, changes to the Original Works are advised by the Client. Such a charge will be agreed between the parties.
10. Each Contract and Purchase Order must be drawn up in written form and/or electronic format and are subject to these General Terms and Conditions without exception or limitation. All Terms and Conditions referred to in the purchase order of the Client or requested by the Client shall have no effect. Any variation of the Contract must be confirmed in writing by one of the Company's directors.
11. Information provided in the Company's brochures and other published material is a general description and has no legal bearing on the Contract.

Price and Payment

12. Prices are exclusive of VAT (value added tax).
13. Quotations in a currency other than the Swiss franc are based on the exchange rate at the time of quoting.
14. All delivery times stated are working days.
15. All Work is subject to a minimum charge of 90 CHF.
16. Urgent Work is subject to a rush fee of 25% - 100%.
17. **Translation:**
Cancellation fee:
 - a) In the event that the Purchase Order for the Work is cancelled after the quotation has been accepted, the Company reserves the right to charge a cancellation fee of an amount not exceeding 50% of the value of the quotation.
 - b) In the event that the Purchase Order for the Work is cancelled after the work has already begun, the Client is to pay the Company the full amount for the portion completed (including organisational work) and 50% for the portion not completed.
18. **Interpreting:**
 - a) *Cancellation fee in the event of a cancellation or change of date:*
After the quotation has been accepted: 35% of the total sum; or
25 days to 7 days prior to the event: 70% of the total sum; or
Less than 7 days prior to the event: 100% of the total sum;
All services already started are charged in full.
In addition, in the event of a cancellation or change of date, the Client is to pay the Company the full amount for organisational work and activities already completed (including all costs incurred) and the Company reserves the right to charge for any potential financial loss ("lost profit") incurred in declining other interpretation services during the period in question.
Any change of date or interpreter is considered a cancellation. Request for change of date or interpreter is subject to availability.
 - b) *Technical equipment:*
From the time of delivery of the equipment to the agreed location, the Client shall be solely responsible for any loss, damage, breakage and/or theft of this equipment until the equipment is fully returned to the Company. The Client must ensure the proper use of the leased equipment and maintain it in good condition (protect it from scratches/falls, maintain cleanliness etc.). Whether the equipment is delivered to the Client or used by a third party, it is the sole responsibility of the Client. The Client shall ensure that the equipment is covered by insurance at least against theft, fire and water damage. The Client is not permitted to make changes or repairs to the units. In case of damage to the equipment due to misuse or for another reason and necessitating repairs, the repair costs will be charged to the Client. Similarly, any damages resulting from loss, theft, deterioration or other shall be reimbursed by the Client.

19. A deposit may be required for any order exceeding 5,000 CHF, in which case the Work will not begin until the deposit is credited in full to the Company's account.
20. Payment shall be made within 30 days of the invoice date unless otherwise stated. The Client must cover all bank charges.
21. Any amendment with regard to invoices must be made in writing within 8 days after the invoice date.
22. Failure to pay any invoice by the due date shall entitle the Company to include a 20% late charge after two weeks (14 days). The first reminder will be sent after one week (7 days).
23. Failure to pay any invoice in accordance with the foregoing terms, or other terms specified in the Contract, shall entitle the Company to suspend further work both on the same order and on any other order from the Client, without prejudice to any other right the Company may have.

Completion of Work

24. While the Company will always endeavour to meet deadlines, the dates for delivery of the Finalised Works, or the dates for carrying out the Work, are approximate only, and unless otherwise expressly agreed by the Company, time is not of the essence for delivery or performance, and no delay shall entitle the Client to reject any delivery or performance, to repudiate the Contract or ask for any kind of compensation, or to delay payment.
25. Delivery is defined by dispatch via a carrier, such as post, email, facsimile or ftp transfer.
26. The Company will not in any circumstances be liable for the consequences of any delay or failure in delivery or performance, if the delay or failure is due to late delivery or non-performance by suppliers or subcontractors or in the event of force majeure (shortage of labour, an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention etc.), or any other cause whatever beyond our control or of an unexpected or exceptional nature. At no time will such events give rise to any kind of compensation.

Duties of the Company

27. The Work shall be carried out using reasonable skill and care, in accordance with industry standards.
28. The Company shall use all reasonable skill and care in selecting translators, interpreters and other personnel used to produce the Finalised Works and perform the Works.
29. The Company endeavours to protect the confidentiality of the documents provided by the Client and to refrain from disclosing any information to third parties, whether in the framework of the Work or thereafter.

Duties of the Client and Non-solicitation

30. The Client acknowledges that any Original Works and Finalised Works submitted over the Internet cannot be guaranteed to be free from the risk of interception, even if transmitted in encrypted form, and that the Company has no liability for the loss, corruption or interception of any Original Works or Finalised Works.
31. The Client must notify the Company within 5 working days of delivery of the Finalised Works of any claim arising out of the provision of the Services and/or the Finalised Works, together with full details of such a claim, at which point the Company's liability will be limited to rectifying any such alleged inaccuracies that the Company feels to be justified, to the Company's satisfaction. At no time will such allegations give rise to any kind of compensation or to delaying payment.
32. Any queries or complaints that the Client has after receiving the Finalised Works must be taken up with the Company within 5 working days of receipt. After that time, such complaints will be treated as invalid.
33. The Client warrants, represents and undertakes that the materials submitted by the Client shall not directly or indirectly infringe the Intellectual Property Rights of any third parties.
34. Non-solicitation and penalty fee: Unless otherwise agreed by the Company, the Client shall not, for a period of five (5) years after termination of the Contract, either directly or indirectly, on the Client's own account or for any other person, firm or company, solicit, be in contact, by telephone or email, employ, endeavour to entice away from the Company or use the services of a language specialist (either translator or interpreter) who has provided the Finalised Works to the Client on the Company's behalf under the Contract. In the event of the Client's breach of this clause, the Client agrees to pay the Company a penalty fee of 25,000 CHF (twenty-five thousand Swiss francs) per offence, regardless of the subject or amount of services discussed between the Client and the language specialist (translator or interpreter). The payment of the penalty fee does not release the Client from the non-solicitation obligation. The Client is aware that non-compliance may result in legal action.

Intellectual Property Rights

35. Intellectual Property Rights (including but not limited to copyright) in the Original Works and the Finalised Works shall remain vested in the Client (or the Client's licensors) but for the avoidance of doubt, the Client hereby grants to the Company (or the Company's subcontractors) a license to store and use the Original Works and the Finalised Works for the duration of the Contract and for the purposes of providing services to the Client.
36. Unless otherwise agreed, the Client grants the Company the right to use (free of charge) the Client's name, trade mark(s) and/or logos on their website for reference purpose only.

Applicable Law and Jurisdictional Clause

37. All dealings between the Company and the Client shall be governed by the laws of Switzerland, and any dispute arising between them shall be brought before the ordinary courts with jurisdiction over the registered office of the Company in Vico Morcote.

These General Terms and Conditions are subject to change without prior written notice.