



ASSET LANGUAGE MANAGEMENT LIMITED

STANDARD TERMS OF BUSINESS

1. Definitions
 - 1.1 ALM – Asset Language Management Limited (company number 04395794) whose registered office is situated at 143 Mill Lane, Bentley Heath, Solihull West Midlands B93 8NY.
 - 1.2 Contract - these terms and conditions and the document agreed between the parties setting out the parties, Specification of Goods and Services, any Target Completion Date and the Contract Price.
 - 1.3 Contract Price - the price agreed between the parties for the Goods and Services.
 - 1.4 Goods - the goods set out in the Specification.
 - 1.5 Services - the services set out in the Specification.
 - 1.6 Specification - the specification of the Goods and /or the Services to be provided under the Contract set out in writing and agreed by both parties.
2. Basis of the Contract
 - 2.1 ALM agrees to supply the Goods and to provide the Services to the Client and the Client agrees to pay the Contract Price in accordance with the terms of the Contract.
 - 2.2 Any quotation or estimate provided by ALM shall not constitute a contractual offer, and a Contract shall only be formed on receipt and acceptance by ALM of the Client's order.
 - 2.3 These terms and conditions shall apply to all contracts for the provision of goods and/or services by ALM to the Client to the exclusion of all other terms and conditions including any terms and conditions which the Client may purport to apply under any order or other document. In the case of any conflict or ambiguity between the Client's original specification and the Specification set out in this Contract, the latter shall prevail.
 - 2.4 Acceptance of delivery of the Goods or provision of the Services or any of them shall be deemed conclusive evidence of the Client's acceptance of the Contract.
 - 2.5 ALM may employ sub-contractors to carry out any part of its obligations under the Contract at its sole discretion and it may assign its rights and obligations under this Contract to any other party. ALM acts as principal in all contracts, save where expressly agreed to the contrary. The Client may not assign its rights and obligations under this Contract without the written consent of ALM.
 - 2.6 No contract shall be concluded between ALM and the Client on these terms or otherwise except by authority of a Director or other expressly authorised signatory of ALM.
 - 2.7 Any variation of these terms and conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a Director or other expressly authorised signatory of ALM.
 - 2.8 Any tender or quotation submitted by ALM to the Client shall be subject to these terms and conditions unless otherwise stated and shall be valid for 90 days and may be revoked at any time.
 - 2.9 Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.
- 3 Client's Responsibilities
 - 3.1 The Client will provide ALM with such information and material as it may reasonably need concerning the Client's operations and answers to queries, decisions and approvals which may be reasonably necessary for ALM to perform the Contract. The Client is responsible for ensuring that such material and answers are accurate and complete.
 - 3.2 The Client will obtain all necessary licences or authorities that may be needed in connection with the Goods or Services.
 - 3.3 In the event that the Client requires ALM to provide the Services on its premises the Client shall:-
 - 3.3.1 assign members of staff with suitable skill and experience to provide information and material as required by ALM;
 - 3.3.2 provide such access to premises, interpretation systems and other facilities which may be reasonably required by ALM;
 - 3.3.3 ensure that all necessary safety and security precautions are in place at the Client's premises.
 - 3.4 ALM shall be entitled to charge the Client for any additional costs and expenses which it may incur as a result of any hazardous conditions or material encountered at such premises. ALM shall not be obliged to continue to continue with the Services where we consider at our discretion that this would constitute a safety hazard.
- 4 Payment Provisions
 - 4.1 The Contract Price shall be agreed between the parties in writing before performance of the Contract.
 - 4.2 ALM reserves the right by giving notice to the Client at any time before completion of its performance of the Contract to increase the Contract Price if:-
 - 4.2.1 the costs to ALM of providing such Services or Goods increase due to any factor beyond the control of ALM;
 - 4.2.2 the Client changes the Specification;
 - 4.2.3 the material supplied by the Client to ALM does not match any source material or samples previously supplied;
 - 4.2.4 the Client agrees to any change to the Specification proposed by ALM;
 - 4.2.5 the Client causes any delay;
 - 4.2.6 Goods or Services are required by the Client with exceptional urgency;
 - 4.2.7 the Client fails to give ALM adequate or accurate information, instructions or facilities in accordance with clause 3;
 - 4.2.8 the exchange rate changes, in the case of charges levied in a foreign currency.
 - 4.3 Estimated costs given before sight of the source material will be confirmed on sight of the final document.
 - 4.4 Unless alternative payment provisions are agreed, ALM may submit an invoice or invoices at any time during or after performance of the Contract in respect of such part of the Goods delivered and such part of the Services performed to that date. ALM may submit an invoice for any balance of the Contract Price immediately on delivery of any balance of the Goods or provision of Services. Invoices shall be sent to the Client's address recorded in this Contract unless otherwise agreed.
 - 4.5 All sums due under the Contract will be paid by the Client within 30 days of the date of an invoice without any deduction, set-off, counterclaim or abatement and time for payment shall be of the essence. ALM may specify which currency and method of payment it requires the Client to use, which will be pounds sterling unless stated otherwise. Where costs are quoted in another currency, these costs will be based on the current exchange rate on that date. The Contract Price will be based on the exchange rate on the date of issue of the invoice.
 - 4.6 The Contract Price does not include VAT or any similar sales tax, impost or custom duties which will be paid additionally by the Client at the then prevailing rate.
 - 4.7 The Contract Price does not include carriage, packing or insurance unless expressly stated, and such sums may be added by ALM to the Contract Price.
 - 4.8 No act or omission of the Client which prevents ALM from delivering the Goods or continuing to perform the Contract or to perform it according to any agreed time-scale shall prevent ALM from raising invoices in accordance with this Clause 4.
 - 4.9 If the Client fails to make any payment within the time specified in this Contract ALM may take any or all of the following steps:-
 - 4.9.1 immediately invoice the balance of the Contract Price in advance of the delivery of any further Goods or the supply of any Services;
 - 4.9.2 cancel the Contract and any other contract between ALM and the Client;
 - 4.9.3 charge the Client simple interest (both before and after any judgement) on the amount unpaid at the rate of 4% per annum above the Lloyds Bank Plc base lending rate from time to time until payment in full is made, accruing on a weekly basis;
 - 4.9.4 appropriate any payment made by the Client and set-off any monies due to the Client, whether under this Contract or any other contract or otherwise (including any VAT applicable), to or against the unpaid invoice or invoices;
 - 4.9.5 refuse to deliver any further Goods or provide any further Services or guarantee services, whether under this Contract or any other contract or otherwise, until payment is made in full;
 - 4.9.6 retain any property of the Client then in its possession under a general lien for any payment falling due under this Contract.
 - 4.10 Where payment is made by means of any bill of exchange, cheque or other negotiable instrument, payment shall not be treated as having been made until such instrument has been honoured on presentation for payment.
 - 4.11 Where delivery is agreed to be made by instalments, each instalment may be deemed at ALM's discretion to be a separate and distinct contract and no default by ALM in respect of any one or more instalment shall entitle the Client to reject or withhold payment in respect of any other instalment.
 - 4.12 In the event that the Client purports to cancel this Contract or reduce the Goods or Services deliverable under the Contract, the full Contract Price shall remain payable unless otherwise agreed in advance.
- 5 Goods and delivery
 - 5.1 Any Goods shall be at the Client's risk as from delivery save for damage caused to the Goods by any negligent act of ALM or any of its sub-contractors and the Client will be responsible for insuring the Goods from the time risk passes.
 - 5.2 ALM will be responsible at the Client's cost for the delivery of the Goods.
 - 5.3 Where applicable, posting / sending files by email / ftp transfer / ISDN / faxing documents will be considered as good delivery to you. ALM will not be liable for any errors arising during the process of such electronic delivery of goods
- 6 Time-scale
 - 6.1 ALM will use all reasonable endeavours to provide the Goods and Services according to any agreed timescale or Target Completion Date but such timescale, including without limitation any estimated publication dates, will be treated as target dates only and time will not be of the essence.
 - 6.2 In particular, but without limitation, ALM shall not be responsible for delay caused by factors beyond its control, including failure of the Client to comply with clause 3.
 - 6.3 ALM reserves the right by giving notice to the Client at any time before delivery of the Goods or performance of any Services to change the Target Completion Date if:-
 - 6.3.1 the Client changes the Specification or agrees to any change to the Specification proposed by ALM;
 - 6.3.2 the Client causes any delay or the order is placed more than 7 days after any quotation containing a Target Completion Date;
 - 6.3.3 the Client fails to give ALM adequate or accurate information, instructions or facilities in accordance with clause 3.

7 Intellectual Property

- 7.1 Any intellectual property rights including without limitation copyright in the Goods or in any other material produced by ALM for the purpose of the Contract or assigned to ALM shall remain the property of ALM, subject to contrary agreement in writing between the parties. No right or licence is granted except the right to use or resell the Goods.
- 7.2 All copyright for all purposes in all material created for the Client by ALM in respect of the Services vests in ALM unless arrangements are made to the contrary. If the Client so requests, and provided that all obligations arising from the Contract have been met, ALM may at its discretion assign such copyright to the Client on termination of the Contract, provided that ALM may levy an additional charge for so doing.
- 7.3 To the extent that the Client supplies ALM with any original copyright material, the Client grants a licence to ALM to publish, reproduce, adapt, sell and otherwise use without limitation any such material for the purposes of its performance of this Contract but not otherwise.

8 Warranties and Indemnities

- 8.1 ALM warrants that the Goods and the Services will comply with the Specification.
- 8.2 The Client warrants that it has not relied on any representations made by or on behalf of ALM save for the Specification of the Goods and Services as agreed between the parties.
- 8.3 The Client warrants that any material supplied by it to ALM will not infringe any intellectual property or other rights of any third party, nor will it be defamatory, obscene, blasphemous or offensive or otherwise unlawful, and the Client will indemnify ALM in respect of any claim relating to such infringement.
- 8.4 The Client agrees to indemnify ALM against all costs and liabilities incurred by it due to any breach by the Client of the terms of this Contract.
- 8.5 The Client will indemnify ALM against any loss it may incur as a result of any civil claims or proceedings brought against it based upon any material prepared by ALM for the Client and approved by the Client before publication.
- 8.6 The Client will maintain sufficient insurance against liability to ALM arising under this Contract.

9 Limitation of Liability

- 9.1 If no notification of errors or defects is received by ALM within 14 days of delivery of the Goods or provision of the Services, the Client shall be deemed to have accepted the Goods and Services. After acceptance, whether deemed or otherwise, the Customer shall not be entitled to reject the Goods or Services.
- 9.2 ALM shall not be responsible for any errors or defects in the Goods or the Services which are not notified in writing to it within 14 days of discovery of such defects, and in any event within 3 months after delivery of the Goods or provision of the Services concerned, nor for any errors which are approved by or are the fault of the Client or any third party.
- 9.3 If ALM is notified of any error or defect in accordance with clause 9.1 or 9.2, it shall within a reasonable time of receiving such notification:-
- 9.3.1 carry out such work as is necessary to correct the error or defect; or
- 9.3.2 refund the Contract Price or such part of it as relates to the defective Goods or Services.
- 9.4 The terms of this Contract represent the whole agreement between the parties and all other warranties, conditions, terms, undertakings or representations of any kind, whether express or implied, statutory or otherwise relating to the provision of any goods or services under or in connection with the Contract including (without limitation) as to the condition, quality, performance or fitness for purpose of any goods or the standard of care used in the provision of services are hereby expressly excluded from the Contract save for the undertakings implied by the Sale of Goods Act 1979 Section 12 in respect of title to any goods.
- 9.5 ALM shall not be liable under contract, tort (including negligence) or otherwise for any loss of production, loss or corruption of data, loss of profits or of contracts, loss of operation time, loss of goodwill and loss of anticipated savings, nor for any indirect or consequential loss, damage, cost or expense of any kind whatever and however caused.
- 9.6 ALM accepts liability for death or injury caused by the negligence of ALM, its employees, agents or sub contractors in the course of their engagement under this Contract, and liability which cannot be excluded under the Consumer Protection Act 1987 Part I or otherwise in law, without limit.
- 9.7 In all other cases not falling within clause 9.4 ALM's total liability (whether in contract, tort including negligence or otherwise) under or in connection with this Contract or based on any claim for indemnity or contribution shall not exceed two times the Contract Price in aggregate.
- 9.8 The Client agrees that except as expressly provided in this Contract ALM will not be under any liability of any kind whatever and however caused, arising directly or indirectly in connection with this Contract.
- 9.9 Because of the nature of ALM's business, ALM will not be liable for any innocent misinterpretation made by or on behalf of ALM in the course of provision of this Contract. The Client recognises that translation is a subjective exercise and that certain material is capable of having more than one meaning, both in the original and translated formats.
- 9.10 Any liability of ALM under the Contract shall be subject to and conditional upon the due performance by the Client of all its obligations under this Contract and, subject to these terms, the Client shall not be entitled to withhold or delay payment or exercise any right of set-off which might otherwise have been available to it.

- 9.11 The Client acknowledges and agrees that the allocation of risk contained in this clause 9 is reflected in the Contract Price and is a recognition of the fact that because of the nature of ALM's business, ALM does not warrant that Goods and Services will be entirely error free.

10 Termination

- 10.1 ALM may terminate this Contract or suspend its performance with immediate effect on written notice if:-
- 10.1.1 the Client ceases or threatens to cease to carry on its business or becomes insolvent;
- 10.1.2 a Receiver, Administrator or similar Officer is appointed over all or any part of the assets or undertaking of the Client;
- 10.1.3 the Client makes any arrangement for the benefit of its creditors;
- 10.1.4 the Client goes into bankruptcy, liquidation or any comparable insolvency process save for the purposes of a genuine amalgamation or reconstruction;
- 10.1.5 the Client commits a material breach of this agreement and (in the case of a breach capable of remedy) fails to remedy it within 7 days of receipt of written notice from ALM specifying the breach and containing a warning of an intention to terminate if the breach is not remedied;
- 10.1.6 the Client refuses to take delivery of the Goods or any part of them;
- 10.1.7 the Client defaults in paying the Contract Price or any part of it.
- 10.2 In the event of a suspension, ALM shall be entitled to demand pre-payment of any part of the Contract Price not yet due for payment as a condition of re-commencing its performance.
- 10.3 ALM may terminate this Contract at its discretion at any time in any event by giving 14 days notice in writing to the Client.
- 10.4 Upon termination of this Contract for whatever cause the Client shall pay to ALM all monies due to ALM at that date after taking into account amounts previously paid including:-
- 10.4.1 the total value of Goods delivered and Services performed up to the date of termination, the Contract Price for which shall then become payable immediately notwithstanding any prior contrary arrangement;
- 10.4.2 any cancellation charges payable to ALM's sub-contractors;
- 10.4.3 the cost of the goods or services ordered for the purposes of the Contract for which ALM has paid or is legally bound to pay;
- 10.4.4 any other costs incurred by ALM in connection with the Contract or its termination including but not limited to loss of profits, processing costs already incurred and any reduction in the value of the material used.
- 10.5 Termination of this Contract shall not affect any rights of the parties accrued to them up to the date of termination.

11 Miscellaneous

- 11.1 Both parties shall keep confidential all material concerning the business affairs of the other which shall be disclosed in the course of performance of this Contract, save for any information in the public domain, and to use their best endeavours to prevent unauthorised publication or disclosure of the same.
- 11.2 Neither party shall during or for a period of 12 months after termination of this Contract, whether on its own account or on behalf of any other person, firm, company or otherwise, employ or directly or indirectly solicit away from the other any employee or contractor of the other engaged in a translation and interpreting capacity managerial, creative, technical or sales function. In the event of breach of this clause, the breaching party shall forthwith pay to the other a sum equivalent to 90 man days at 8 hours per day at the relevant individual's previously current hourly external charging rate including any VAT, or 90 days at the individual's gross salary, whichever is higher, by way of liquidated damages.
- 11.3 Neither party shall be liable for any delay in performing or failing to perform any of its obligations under this Contract due to any act of God, war, strike, lock-out, industrial action, fire, flood, drought, tempest or other event beyond the reasonable control of either party.
- 11.4 All notices to be given under this Contract shall be in writing and shall be sent to the normal business address of the party concerned by first class post or by hand.
- 11.5 No delay or failure by ALM to exercise any of its powers, rights or remedies under this Contract will operate as a waiver of them and any waiver, to be effective, must be in writing.
- 11.6 If any part of this Contract, including for the avoidance of doubt limitation clause 9, is found by a court or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract which will continue to be valid and enforceable to the fullest extent permitted by law.
- 11.7 This Contract is the complete and exclusive statement of the agreement between the parties relating to the subject matter of the Contract and supersedes all previous communications, representations and other arrangements, written or oral.
- 11.8 A person who is not party to this agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This clause does not affect any right or remedy of any person that exists or is available otherwise than pursuant to that Act.
- 11.9 This Contract will be construed in accordance with and governed by the law of England and Wales and each party agrees to submit to the jurisdiction of the courts of England and Wales.

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