

Ecoscandia's translation service

GENERAL TERMS AND CONDITIONS

Ecoscandia KB, Vallavägen 183, 3tr, SE-136 41 Haninge, Sweden, delivers translations and other services, for example proof-reading of texts, to companies, organizations and private individuals. The following general Terms and Conditions govern the contractual relationship between Ecoscandia and its customers.

If Ecoscandia has made a written offer, a binding contractual relationship starts with the arrival of the customer's order to Ecoscandia. Without a prior offer, the contractual relationship starts with the arrival of Ecoscandia's order confirmation to the customer.

Ecoscandia only has a legal relationship with its direct customer, no matter if this customer on his part is acting as a middleman for a third party.

Should any part of these Terms and Conditions be or become invalid, the validity of the rest of the Terms and Conditions shall not be affected.

We do not accept the customer's own conditions which differ from Ecoscandia's general terms and conditions, unless we have agreed to them in writing.

How the source text should be delivered to us

Preferably as a data file in RTF-format or any other format compatible to Word for Windows, either by e-mail or by post on a floppy disk or CD. Illustrated texts should be accompanied by a PDF-file with clearly recognizable illustrations or a print-out on paper, which corresponds to the final layout.

In the first place, Ecoscandia translates continuous texts. The source text should not to its main part consist of complicated layout, such as columns, tables, pieces of text in the middle of illustrations, paragraph marks in the middle of sentences or similar elements. See also below under "Layout".

In exceptional cases, we can even translate (short) source texts which are not delivered as a data file, if we get the text in excellent (machine-readable) quality, as black text with white or light background. This can result in a higher price.

Layout

In the first place, Ecoscandia offers translation services. If required, we can, for example, translate into the customer's Word for Windows-file and keep the original layout intact. Depending on how

difficult this is, it will cost an additional charge.

Terminology and reference material

In our translations we will use a terminology that is common in the specific field.

If the customer has specific requests regarding the terminology to be used, he must deliver the required terminology as an alphabetical list of words. Each term in the source language should have one corresponding term in the target language. The customer will be responsible for the word list's correctness. Long word lists must be delivered as a data file.

All kind of reference material is welcome – preferably in the form of data files. Often the translator's work will be made easier if an earlier version of a similar text is supplied in both the source and the target language.

If, for example, a Swedish text already has been translated into English, this English version can be useful for a later translation into German.

Valuable documents/return of material

The customer should send us copies in excellent quality, not valuable original documents, as we cannot take on any responsibility for them. Of course, the customer's documents are handled with confidence and great care.

Please let us know in advance if your reference material should be returned and if it should be send in a special way, for example in an insured letter (we will invoice you for postage).

Delivery time from us

The time of delivery must be discussed for each order.

After arrival of all material at Ecoscandia, the translation will take at least 5 working-days for texts up to 2 000 words. Add 1 day for each 1 000-1 500 additional words, depending on the source text's degree of difficulty. If required, faster deliveries can be discussed.

An offered time of delivery will be binding first when we have got the customer's order and have confirmed the time of delivery. In cases of illness or force majeure, for example unexpected (technical) problems, the delivery time can be changed. If the customer makes changes in the source text, the delivery time can be changed as well. Of course, we will inform the customer as soon as

possible, if there is any risk for a delayed delivery.

Contact with the customer

Translation problems often first appear when the translator has started his work. Therefore the customer should name a (competent) person whom we could contact with questions.

Delivery to the customer

The finished translation will be delivered as a data-file without any special layout in RTF-format or any other format compatible to Word for Windows. The file will be send by e-mail or modem or by post on a floppy disk or CD.

Alternative ways of delivery can be discussed.

Confidentiality

Absolute confidentiality cannot be guaranteed for communication by Internet between the customer and us. If necessary, alternative ways of communication can be discussed.

Price

Ecoscandias prices for translations are calculated

– based on the number of words in the source text (counted in Word for Windows)

– or per work hour (for example changes in old translations).

– Alternatively, we can offer a fixed all-round price for some (big) orders.

For small orders we will charge a minimum price for each text.

In the first place, our prices are valid for continuous texts. Special prices will be charged for word lists and copywriting.

Express delivery

If the customer asks for a fast delivery, which requires work after ordinary office hours or an interruption of other work in process, this will cost an additional charge.

Changes and additions

Our prices require that the source text is delivered to Ecoscandia in its final version. If the customer later orders changes in or additions to the text or other work, which is not covered by the original order, Ecoscandia is entitled to additional charges, which normally will be calculated per work hour.

Additional charges

Only VAT if nothing else has been agreed or the customer has ordered changes. To corporate customers in other European Union member states we will deliver free of VAT, if the customer writes his VAT registration number on his order. There is no VAT on exports to countries outside the EU.

Revocation (consumers)

Consumers (only private individuals) may revoke the contract concluded with Ecoscandia within 14 calendar days after the receipt of our order confirmation. This right to revocation lapses if the customer has ordered Ecoscandia to start the translation work before the end of the revocation period.

Cancellation

If an order is cancelled before our work has been completed, Ecoscandia has the right to invoice the customer for all incurred costs.

Copyright/Reservation of title

The customer guarantees that he, or the ultimate buyer, disposes over all rights to the source text and that he is fully authorized to have it translated. The customer indemnifies Ecoscandia from all claims of third parties regarding the copyright.

The translation shall remain Ecoscandias property and the customer has no right of use until full payment of the invoice has been made.

Free offer

The price and the time of delivery depend mainly on the source text's degree of difficulty and length. If the customer sends the complete text to us, we will make an offer free of charge.

An offered price will be valid, if the customer's order is at hand at Ecoscandia within 30 calendar days from date of offer. The final time of delivery, however, will be given in our confirmation of order.

Payment

The invoiced amount must be at our disposal within 30 calendar days from date of invoice. For late payments, we will charge a default interest, calculated for each day after due date.

Payments from outside Sweden must be made in the currency of the invoice and preferably by direct transfer to our postal giro account. Otherwise, the customer could consult a bank and buy a cheque, which is issued to a Swedish partner bank and in Swedish kronor (or the invoiced currency). If payments from abroad result in substantial charges on our end, we will have to charge them back to the customer.

In some cases (to private individuals) we only will deliver against payment in

advance or cash on delivery. Big orders can be divided into part deliveries.

Complaints

If the customer does not express any dissatisfaction with the translation to us within 28 calendar days after delivery from Ecoscandia, the translation is considered to be accepted. After that the customer waives all rights to legal claims concerning any defects in the translation.

If the customer makes a complaint concerning an objectively existing, not unimportant defect within the stipulated deadline, this defect is to be described as accurately as possible in writing. We reserve the right to get the complaint checked by an independent expert outside Ecoscandia.

After a legitimate complaint, we will deliver a rectified version of the translation free of charge and as soon as possible.

Claims against invoices must be to hand at Ecoscandia within 14 calendar days from date of invoice.

Limitation of liability

If the reported defect has been caused by incorrectnesses in the source text or in reference material delivered by the customer or by the customer's instructions, it cannot be corrected free of charge.

Ecoscandia is not committed to compensate the customer for indirect damages – for example shortfall in earnings or the customer's compensation to a third party – which are caused by defects in delivered work or delayed delivery.

Ecoscandia's financial liability is limited to crediting or repayment of the entire amount, which has been invoiced for the order.

The customer always must pay Ecoscandias invoice in time, even if he has reported defects in the delivered work. If, later, a reduced price is agreed, Ecoscandia will send a credit note and repay the corresponding amount to the customer.

Ecoscandia normally does not offer "translations" of isolated phrases, sentences or single words or lists of words because first-class translations must be based on a given context. If we, as an exception, execute such a translation, there is a risk of misinterpretations. The customer buys the work at his own risk, after delivery Ecoscandia cannot do any corrections free of charge.

Exclusively Swedish law shall be applied to the contractual relationship between Ecoscandia and the customer. Any dispute shall, if the parties cannot come to an amicable settlement, be settled before a competent Swedish court of law in the county of Stockholm.

This version of Ecoscandia's general Terms and Conditions is valid from June 2001.