

These Terms and Conditions constitute a legally binding agreement between the Client and **Transfix** regarding translation and localisation services rendered or to be rendered by **Transfix**. In the event of conflict with any communications, proposals, Contracts, marketing materials, or agreements, these Terms and Conditions shall control. Submission of source materials (as defined below) constitutes acceptance of all these terms and conditions.

## 1. Definitions

- 1.1 "Transfix" "Transfix Global Ltd" "Transfix-Global" "Transfix.co.nz", & "Transfix-Global.com", means Transfix.
- 1.2 "Client" means the individual or business entity that executes this Contract.
- 1.3 "Source Material(s)" means the documents, materials, and other items furnished to **Transfix** for translation or other works hereunder.
- 1.4 "Deliverable(s)" means the final, translated version of the Source Materials.

## 2. Pricing

Quotations are given on the basis of your description of the source material, the purpose of the translation and any other instructions. **Transfix** reserves the right to adjust pricing and/or delivery estimates upon receipt and evaluation of the final Source Materials to be translated. Invoicing will be according to the estimates or quotations and/or any subsequent cost revisions submitted.

Estimates or quotations are valid for 30 days from the issue date and may be subject to change thereafter at the discretion of the company unless pricing forms part of a formal Contract.

## 3. Client Specifications/Assistance

**Transfix** will translate specialized terms by their usual and conventional meanings, and otherwise make decisions based on **Transfix**'s standard production procedures as defined in our Quality Process. All Source Materials must be suitable for the purpose intended and should be delivered to **Transfix** in such format(s) and such time as **Transfix** shall specify. **Transfix** shall not be responsible for delay in delivery due to failure to deliver any Source Materials in a timely manner or proper format, or for Client to carry out agreed reviews or other agreed procedures.

**Transfix** reserves the right to charge Client for any remedial work carried out to Source Materials to make them fit for purpose.

## 4. Modifications/Additions to Source Materials

All modifications or additions to the Source Materials will be submitted to **Transfix** clearly indicating changes and where they occur in relation to the previously submitted copy. Pricing and scheduling for incorporation of Source Material modifications or additions into the target language translation(s) in progress shall be determined based on extent and implication of changes and percentage of work already completed. Changes to cost or schedule will be advised in advance where practical, but the submission of modifications/additions to **Transfix** will be accepted by all parties as agreement to carry out such chargeable work as is required to incorporate such modifications/additions and such costs as are incurred will be binding.

## 5. Corrections

**Transfix** shall correct the following errors free of charge: Outright mistranslation, omission, typo, grammatical mistake, or non-adherence to any approved glossary or reference. **Transfix** takes no responsibility for stylistic error where no style guides have been created by **Transfix** or supplied by the Client. The Client agrees that **Transfix** shall have no liability or obligation regarding errors in translations unless **Transfix** receives detailed written notification of the error(s) within 10 (ten) working days following delivery of the Deliverable to Client. **Transfix**'s sole obligation with respect to errors shall be the obligation to correct the Deliverable at no cost to Client.

## 6. Limitation of Liability

The services shall be carried out using reasonable skill and care in accordance with the standards of the industry.

1. **Transfix** will use all reasonable skill and care in selecting translators, interpreters and other personnel used to translate and perform other services.
2. No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the services or the translations shall be incorporated unless expressly set out in this Contract.
3. **Transfix** will incur no liability to you for innocent or negligent misrepresentation by virtue of any statement made by or on behalf of us prior to the Contract, whether orally or in writing, and the Client shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.
4. **Transfix** does not warrant that the translation will meet the Client's specific requirements and, unless otherwise agreed by written Contract, we do not warrant that any translations sent to the Client will be error free. Furthermore, we do not warrant that or make any representation regarding the use of the translations in terms of their accuracy, correctness, reliability or otherwise.
5. You acknowledge that any source materials and translations submitted by and to the Client over the Internet or via any system provided by **Transfix** cannot be guaranteed to be free from the risk of interception even if transmitted in encrypted form and that we have no liability for the loss, corruption or interception of any source materials or translations.
6. Our liability to the Client in respect of the provision of any service will be limited as follows:

**Transfix** will not be liable for loss of profits, business, Contracts, revenue, damage to Client reputation or goodwill and or any other indirect or consequential loss or damage whatsoever.

Our entire liability to the Client under any Contract including but not limited to in respect of the services provided shall not exceed the price payable to us by the Client under the Contract to which any claim relates.

The Client must notify **Transfix** within 10 days of delivery of the services of any claim arising out of the provision of the services, together with full details of any claim. **Transfix** will not under any circumstances accept generalised statements of inaccuracy or error leading to a Claim. In any event, we shall not be liable to you if you fail to notify us of any claim within a reasonable time of delivery of any of the services.

## 7. Delivery

The dates for delivery of the services are approximate only and, unless otherwise expressly agreed by us, time is not of the essence for delivery or performance and no delay shall entitle you to reject any delivery or performance or to repudiate the Contract or claim any financial compensation.

**Transfix** will not be liable in any circumstances for the consequences of any delay in delivery or performance or failure to deliver or perform if the duration of the delay is not substantial or if the delay or failure is due to late delivery or performance or non-delivery or non-performance by suppliers or sub-contractors, shortage of labour, an act of God, fire, inclement or exceptional weather conditions, industrial action, hostilities, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond our control or of an unexpected or exceptional nature.

Posting or delivery to a carrier (including post, facsimile, e-mail) for the purpose of transmission to you shall, for the purposes of the Contract, constitute delivery to you. Risk in the service shall pass to you on delivery.

## 8. Representations and Warranties

**Transfix** represents and warrants that it shall perform the translation in a manner consistent with its standard production procedures. Client represents and warrants (i) that it owns or is licensee of the Source Materials and all components thereof, and (ii) that translation of the Source Material and publication, distribution, sale or other use of the Deliverable shall not infringe upon any copyright, trademark, patent, or other right of any third party.

## 9. Disclaimer of Warranty

The foregoing warranties of **Transfix** are in lieu of all other warranties, express or implied, including any implied warranty of merchant ability or fitness for a particular purpose. **Transfix** makes no warranty that use of the Deliverables or use of any information relating thereto or contained therein shall not infringe any patent, copyright, or trade secret or any other proprietary right of any third party.

## 10. Termination

In the event that Client breaches this Agreement, **Transfix** shall have the right to terminate whereupon Client shall pay the full purchase price provided hereunder for the services completed and for all work in progress. In the event that **Transfix** breaches this Agreement, Client shall have the right to terminate whereupon **Transfix** shall return to Client all Source Materials and data supplied by Client together with all translated product that exists as of the date of termination. Neither party shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to any causes beyond its control.

## 11. Cancellation

In the event that the Client cancels, delays or reduces the scope of the Contract for any reason at any time after the Contract has been confirmed (by Client acceptance of a formal Sales Order from **Transfix** or other form of Contract or proposal provided by **Transfix**), the full price for the Contract shall remain payable unless otherwise agreed in advance, in writing. Any part of the Contract completed by **Transfix** up to the cancellation of the Contract, shall be made available to the Client upon cancellation of the Contract.

### 12. Title and Ownership

All right, title and interest in and to the Source Materials and, except as hereunder provided, the Deliverables, and any and all patent rights, copyright, know-how, and trade secrets therein are and remain the sole and exclusive property of Client. Notwithstanding the above, Client acknowledges that **Transfix** is the sole and exclusive owner of all right, title, and interest in and to all (i) methodology, information, software, and databases used in translating the Source Materials, and (ii) inventions, methodology, innovations, know-how, and databases developed by **Transfix** in the course of translating the Source Materials, including any and all patent rights, copyrights, know-how, and trade secrets therein.

The Deliverables and copyright, know-how and trade secrets therein shall remain the property (but not the risk) of **Transfix** until **Transfix** shall have been paid in full for such Deliverables.

### 13. Confidentiality

The nature of the work performed and any information transmitted to **Transfix** by Client shall be confidential. **Transfix** shall not knowingly and without the prior consent of Client, divulge or otherwise disclose such information to any person other than authorized employees or authorized sub-Contractors of **Transfix** whose job performance requires such acts. The provisions of this paragraph shall not apply to the extent **Transfix** is required by law to divulge such information or to the extent such information is or becomes a matter of public knowledge other than by disclosure by **Transfix**.

### 14. Indemnification

Client shall indemnify, defend, and hold harmless **Transfix**, its owners, directors, officers, employees, representatives, agents, successors and assigns from and against any and all losses, damages, costs and expenses, including reasonable legal fees, resulting from, arising out of or incident to any suit, claim or demand based on (i) the performance of this Agreement by either party, (ii) Client's breach of the covenants, representations and warranties made by it herein, (iii) the manufacture, advertisement, promotion, sale or distribution of any items by Client, (iv) any taxes and from any duties, levies, tariffs, or like fees that may be imposed by any government or collective authority upon manufacture, advertisement, promotion, use, import, licensing or distribution of items by Client, or (v) any claim that any element of the Deliverable infringes any copyright, trademark, patent, or other proprietary rights.

### 15. Terms of Payment

Payment methods shall be within thirty (28) days of receipt of an invoice from **Transfix**, or as specified on any quotation or cost estimate provided by **Transfix**. Advance payments may be requested. We may carry out credit checks or request references at our discretion. Late payments will be subject to interest. Where payments are made via electronic transfer **Transfix** will not cover the costs of any third party. Any costs incurred in recovering unpaid invoices will be added to the invoice.

### 16. Legality

This Agreement shall be governed by, enforced and construed in accordance with the laws of the United Kingdom and New Zealand.