

General Terms and Conditions of Sale and Delivery

1. Preamble

Unless otherwise specified in written form and signed by YTranslations Ltd (hereinafter “YTranslations”), the following general terms and conditions (hereinafter “Terms”) shall apply to all services and deliverables made by YTranslations.

2. Prices and Terms of Payment

2.1 Prices quoted are exclusive of value added tax (VAT). VAT is charged at the standard UK VAT rate on all invoices payable by Clients resident in the United Kingdom. VAT may not be applicable on invoices payable by Clients resident outside the United Kingdom. Where fixed prices are specified, such prices shall apply only within the acceptance and delivery deadlines specified. The Client shall indemnify YTranslations for any expenses in respect of external parties.

2.2 Payment for services and deliverables shall be made within 30 days from the end of the month of the invoice unless specifically agreed in writing by a Director of YTranslations. In the event that the price payable by the Client is agreed to be payable in instalments, failure by the Client to make any instalment payment on or by the due date shall render the whole sum outstanding immediately due and payable. In case of delayed payments an interest shall be charged at a rate of seven per cent (7%) per month.

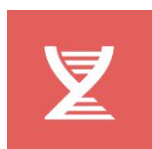
2.3 The Client shall not be entitled to cancel the order on account of a delay in delivery until the Client has requested in writing that YTranslations remedy the situation and where YTranslations subsequently has failed to deliver the service within a reasonable time agreed upon by both parties. Where delayed delivery is attributable to YTranslations, an interest shall be deducted from the Client’s payment at a rate of seven per cent (7%) per month.

2.4 If the provision of the services and deliverables takes longer than 1 month to complete, YTranslations shall be entitled to invoice the Client at monthly intervals for such part of the total price payable for the completed work.

2.5 If YTranslations finds that the Client’s ability to meet payments after entering into the agreement has materially deteriorated, or if YTranslations fails to obtain assurance from the debtor at the time of delivery, YTranslations shall be entitled to demand cash payment or the furnishing of security.

3. Quotation

All quotations shall be in writing and are given subject to confirmation by YTranslations upon receipt of the Client’s purchase order which is received as acknowledgement of the Client’s acceptance of the details of the services, charges and terms outlined in the quotation. No contract shall be concluded until such confirmation is given. Each order when accepted constitutes a separate contract. Any written quotation for services will remain open for acceptance for 30 days after dispatch and thereafter will lapse unless otherwise stated in writing. YTranslations accepts no liability where a translation is used for a purpose other than that for which it was originally supplied, and reserves the right to make a further charge for any amendments necessitated by the use of a translation for a new purpose.



4. Completion of work

4.1 Dates or periods for completion of services should be considered estimates and YTranslations is not liable for the consequences of delays. The Client must specify a completion date or period when commissioning services, but whilst the Company shall make every reasonable effort to meet the Client's requirements, late delivery shall not entitle the Client to withhold payment for services and deliverables made.

4.2 Should completion of services necessitate overtime being worked or other additional costs being incurred, a rush charge of plus a minimum of 30%, and priced according to the rush circumstances, will be made to cover the increased cost.

4.3 The Company accepts no liability for the consequences of any delay in completion of services caused by the Client and in such events, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.

5. Cancellation and Suspension

5.1 If the Client for any reason cancels services which he has commissioned, charges will be payable for all the completed services up to the cancellation date and for all other costs and expenses which may accrue as a result of such cancellation.

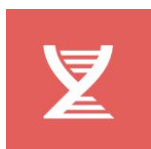
5.2 If the Client suspends or postpones services which he has commissioned for a period of 7 days or more, charges will be payable for all commissioned services up to the date of suspension or postponement and for all other costs and expenses which may accrue as a result of such suspension.

6. Liability

6.1 In the event of personal injury caused by faults attributable to the service provided by YTranslations, the company shall be liable only to the extent that it can be deemed to be responsible for such injury under general English law. YTranslations shall not be liable for any damage to the property of the Client or any third party caused by faults in the service provided if the service is to be used for business purposes. In no case shall YTranslations be liable for operating loss, loss of time, loss of profit or other indirect losses suffered by the Client or a third party.

6.2 YTranslations disclaims liability in relation to services or products which include material supplied by the Client or products produced by the Client which include services delivered by YTranslations, unless the damage is deemed to be attributable to the service provided by YTranslations. In the event that any product liability is imposed on YTranslations by a third party due to services delivered to the Client, the Client shall indemnify YTranslations to the extent of the liability limit set above.

6.3 YTranslations' liability for damages in the event of delay, faults or product liability shall not in any way include any indirect loss suffered by the Client, any derived third-party claims or any additional costs, including operating loss, loss of time, loss of profit or other indirect losses. YTranslations' liability for damage, death or personal injury caused by the negligence of YTranslations or its employees (negligence as defined in Section 1 of the Unfair Contract Terms Act 1977) shall under no circumstances exceed the invoice amount for the delivery on which the claim for damages is based. Where the delivery in question is a partial delivery related to a larger order, the maximum amount of damages shall be limited to the individual invoice amount on which the claim for damages is based and not the invoice amount for the total order.



7. Intellectual Property Rights

7.1 The Client warrants that any material sent to YTranslations for the purpose of providing its services will not infringe the copyright or other rights of any third party and the Client shall indemnify the Company against any loss, damages, costs, expenses or other claims arising from any such infringement.

7.2 Deliverables proceeding from YTranslations' services rendered to the Client are under the ownership of YTranslations until the receipt of full payment from the Client. After the receipt of full payment, the property, copyright or other Intellectual Property Rights related to the specific deliverables are transferred to the Client.

7.3 The property and copyright or other Intellectual Property Rights of any materials sent by the Client for the purpose of providing its services shall (subject to any such rights of any third party) belong to or continue to belong to the Client.

7.4 The Company reserves the right to destroy or otherwise dispose of any document, paper or other property of the Client which has been in its custody for more than 12 months following completion of the services to which it relates.

7.5 YTranslations shall retain the rights to all terminology and segment databases created or used in connection with the services rendered.

8. Force Majeure

In the event of Force Majeure (strike, fire, power failure, industrial dispute, civil commotion, natural disaster, acts of war, and any other situation which can be shown to have materially affected YTranslations' ability to deliver the services as agreed), YTranslations shall notify the Client immediately, indicating the circumstances. Force Majeure shall entitle both YTranslations and the Client to withdraw from the contract for the Work but in any event the Client undertakes to pay for services already completed.

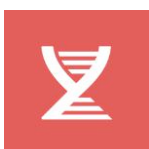
9. Jurisdiction

The present Terms shall be interpreted in accordance with English Law. YTranslations and the Client submit to the non-executive jurisdiction of the English Courts.

10. Quality Assurance

10.1 YTranslations shall perform the tasks assigned with diligence and accuracy, and in accordance with the delivery date stipulated in the confirmed order. In the event the Client believes the delivered services do not comply, YTranslations shall, at its own discretion, either remedy such noncompliance free of charge or credit the Client. The above obligations shall be conditional upon a complaint being submitted in writing by the Client within five (5) business days of the delivery of the service. YTranslations shall not be held liable for any errors or omissions resulting from the incorrect treatment, transportation, filing or storage or other neglect outside of its control.

10.2 Translators always adhere to tone of voice guidelines, glossaries and other reference material supplied. However, translation is not an exact science and many words can be used to express the same meaning. YTranslations cannot therefore be held liable for personal preference variations or



client-preferred terminology. Additional charges may be incurred if many client-preferred terms need to be incorporated into the final translated document.

11. Confidentiality

Customer information shall be kept confidential in accordance with English Law. Any text or other information provided by the Client which is so designated by the Client shall be kept confidential, whereas YTranslations will take all reasonable measures to ensure the confidentiality of materials supplied by the Client, YTranslations shall not be liable for any loss sustained by the Client through breaches of confidentiality that are not imputable to YTranslations.

12. General

Should any provision of these Terms be held by any competent authority to be invalid or unenforceable in whole or in part, the validity of all other provisions of these Terms shall not be affected. These terms and conditions can be subject to change without prior written notice.

