

Terms and Conditions – Export Box

1. DEFINITIONS

- 1.1 'Credit' means the amount of which you have paid to us.
- 1.2 'Terms and Conditions' means these standard Terms and Conditions as set out below.
- 1.3 The clause headings are for convenience of reference only and shall not affect the construction or interpretation of these Terms and Conditions.
- 1.4 Reference to 'documents', 'records', 'books' and 'data' shall include information contained in computer programs, disks, records or any other machine readable form or records kept other than in a legible form, but capable of being produced into a legible form.
- 1.5 The words 'including' shall be understood to mean 'including without limitation' and the word 'includes' shall be understood to mean 'includes without limitation'.
- 1.6 Words of a technical nature shall be constructed in accordance with general trade usage in the computer industry of England.
- 1.7 In the event of a conflict between any parts of a contract, the documents constituting the agreement between parties shall have priority in the following order:
 - 1.7.1 Service Level agreement (if any) entered into between the parties.
 - 1.7.2 These Terms and Conditions.
- 1.8 'Confidential Information' means information (in any form) which is confidential either to you or to us and which you disclose to us or we disclose to you in connection with the Services.
- 1.9 'Intellectual Property Rights' means any rights in or to any patent, copyright, database right, registered design, design right, utility model,

trade mark, brand name, service mark, trade name, business name, chip topography right, know how or confidential information, translation memory and any other rights in respect of any other industry or intellectual property, whether capable of being registered or not and including all rights to apply for such rights.

- 1.10 'Order' means an order for Services provided to you from time to time.
- 1.11 'Original works' means the documents, files, materials and works provided by you for the purpose of carrying out the Services.
- 1.12 'Services' means any language Services performed by us for you, including but not limited to:
 - 1.12.1 Translation of Original Works.
 - 1.12.2 Providing face to face interpreting.
 - 1.12.3 Providing Telephone interpreting.
 - 1.12.4 Localisation of Original Works
- 1.13 'Translated works' means the documents, files, materials and works translated and produced from the Original Works in accordance with your instructions and provided to you by us.
- 1.14 'We, us, our' means Applied Language Solutions Limited (company number 5122429) whose registered offices is at Riverside Court, Huddersfield Road, Delph, Oldham, OL3 5FZ.
- 1.15 'You, your' means the company, firm, body or person to whom we are supplying the Services and /or the Work Products.
- 1.16 Partners means collectively or individually any or any combination of the companies listed on www.exportbox.co.uk
- 1.17 'Work Products' means all the products and/or Services supplied by us.

1.18 'Contract' means the contract between the customer and us, and consisting of the advance payment as means of purchase order and these Terms and Conditions.

2. GENERAL

2.1 The contract will be subject to these Terms and Conditions. All Terms and Conditions appearing or referred to in the Order, or otherwise stipulated by you, shall have no effect. Any variation of the contract must be confirmed in writing by one of our Directors.

2.2 Information provided in our brochures, catalogues or other published material is a general description only and does not form part of the contract.

2.3 These Terms and Conditions apply to all Service provided to you unless otherwise agreed between the parties in writing.

3. PRICE AND PAYMENT

3.1 An upfront credit is required before any Services can commence.

3.1.1 Export Box PRO costs £2,000 and this payment entitles you to the following Services and Work Products;

3.1.1.1 A landing page (web page) translated into one language

3.1.1.2 Keywords researched for target country in language (up to 100)

3.1.1.3 Adverts designed in language for AdWord campaigns by us (5 creative's)

3.1.1.4 Multilingual PPC Campaign set up and management with our preferred supplier or with our agreement your current PPC provider.

3.1.1.5 £1000 worth of paid advertising on Google PPC matched with £200 free Google voucher.

3.1.1.6 Membership to the Institute of Export for one year.

3.1.1.7 Alibaba storefront and discount off their premium membership

3.1.2 Export Box BASIC costs £1,000 and this payment entitles you to the following services and work products;

3.1.2.1 £1000 worth of paid advertising on Google PPC matched with £200 free Google voucher.

3.1.2.2 Alibaba storefront and discount off their premium membership

3.1.3 In both Export Box PRO and BASIC packages, any additional Language Services will be quoted and charged separately

3.1.4 In both Export Box PRO and BASIC you will also be entitled to sign up for exclusive offers from HSBC and Royal Mail

3.2 This credit will expire 12 months after the date the credit was received. Any unused credit will be lost unless agreed otherwise in writing by us.

3.3 Any amounts drawn over the above limits will be charged at our standard rates and payable within 30days from the date of the invoice. All payments are to be made without deduction or set-off of bank charges.

3.4 Prices include transmission to the address specified in the original Order.

3.5 Unless otherwise stated all prices are exclusive of taxes and expenses for which we are liable to collect. You shall be liable to pay any penalties or interest on such taxes which are payable by us as a result of your delay in paying such taxes.

- 3.6 In the event that the payment has not been received then an administration charge of £50.00 will be applied after 60 days and a further £50 after 90 days. For foreign currencies the exchange rate will be applied from HSBC bank on the appropriate day.
- 3.7 Failure to pay any invoice in accordance with the foregoing terms, or other terms specified in the contract, shall entitle us to suspend further work both on the same Order, and on any other Order from you, without prejudice to any other right we may have.
- 3.8 We have the right to charge interest on overdue accounts, such interest to be calculated daily on the amount outstanding at the rate of 8 per cent above the published base rate of the World Bank. Any payment due under this contract, the customer will be responsible for all expenses (including reasonable attorneys' fees) incurred by us in collecting what is owed.

4. DELIVERY

- 4.1 The dates for delivery and carrying out the Services and or Work Products are approximate only and, unless otherwise expressly agreed by us, time is not of the essence for the delivery or performance, and no delay shall entitle you to reject any delivery or performance or to repudiate the contract.
- 4.2 We will not be liable in any circumstance for the consequences of any delay in delivery or performance or failure to delivery 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-performance or non-performance by suppliers or subcontractors, 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 the law) or any other cause whatever beyond our control or of an unexpected or exceptional nature.

- 4.3 We may deliver by instalments in such quantities as we reasonably decide; such instalments shall be separate obligations and no breach in respect of one or more of them shall entitle you to cancel any subsequent instalments or repudiate this contract as a whole.

5. OUR RESPONSIBILITIES AND LIABILITY

- 5.1 The Services shall be carried out using reasonable skill and care in accordance with the standards of the industry.
- 5.2 We shall use all reasonable skill and care in selecting translators, interpreters and other personnel used to deliver the Services.
- 5.3 No terms, conditions or warranties whether express or implied, about quality or fitness for purpose of the Services shall be incorporated unless expressly set out in the contract.
- 5.4 You acknowledge that any Original Works and translated works submitted by and to you over the internet 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 Original Works or Translated Works.
- 5.5 Save in respect of death or personal injury resulting from our negligence and subject to clause 5.8, our liability to you in respect of the provision of the Services shall be limited as follows:
- 5.5.1 We shall not be liable for loss of profits, business, contract, revenue, damage to your reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever.
- 5.5.2 Our entire liability to you under any contract, including but not limited to in respect of the Services and Work Products, shall not exceed the price payable to us by you under the contract to which any claim relates.

- 5.6 You must notify us within 30 days of delivery of the Services of any claim arising out of the provision of the Services, together with full details of such 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.
- 5.7 You must notify us within 30 days of delivery of the Services of any alleged inaccuracies in the Services provided, at which point our liability will be no more than to rectify any such alleged inaccuracies, that we feel to be justified, to our satisfaction. At no time will such allegations delay payment.
- 5.8 Any discounts or services offered by our partners are subject to change at their discretion. These terms and condition do not bind them in any way.
- 5.9 These Terms and Conditions do not hold us liable for any changes our partner make to their offering.

6. YOUR RESPONSIBILITIES AND LIABILITY

- 6.1 You warrant, represent and undertake that the materials submitted by you shall not contain anything of an obscene, blasphemous or libellous nature and shall not (directly or indirectly) infringe the Intellectual Property Rights of any third parties. Unless otherwise agreed by us, you (which for the purpose of this clause includes any of your associated companies) shall not, for a period of one year after the termination of the contract, either directly or indirectly, on your own account or for any other person, firm or company, solicit, employ, endeavour to entice away from us or use the Services of a translator or interpreter who has provided the Services to you on our behalf under the contract. In event of your breach under this clause, you agree to pay us an amount equal to the aggregate remuneration paid by us the translator or interpreter for the year immediately prior to the date on which you employed or used the Services.

6.2 You agree, upon demand, to indemnify us (which for the purpose of this clause includes our employees, agents and sub-contractors), and keep us indemnified, from all losses, damages, injury, costs and expenses of whatever nature suffered by us to the extent that the same are caused by or related to:

6.2.1 The use or possession by us of any of the Original Works or materials provided by you in relation to the provision of the Services, including the breach of any Intellectual Property Rights of any third party in or to such Original Works or materials.

6.2.2 The processing by us of any data (where 'processing' and 'data' have the meaning given in section 1 (1) of the Data Protection Act 1998) in the provision of the Services as anticipated by clause 10 below.

6.2.3 Any breach of warranty given by you in this clause 7.

6.2.4 Any other breach by you of these Terms and Conditions.

7. INTELLECTUAL PROPERTY

7.1 All Intellectual Property Rights (including, but not limited to copyright) in the Original Works and the translated works shall vest in you (or your licensors) but, for the avoidance of doubt, you hereby grant to us (and our sub-contractors) a license to store and use the Original Works and the Translated Works for the duration of the Contract and for the purpose of providing the Services to you.

8. CONFIDENTIALITY

8.1 Subject to clause 8.3 and (on our part) save necessary in order for us to provide the Services neither party may use any of the other party's Confidential Information.

8.2 Subject to clause 8.3, and (on our part) other than sharing information with other Partners providing the Services in this contract, neither party

may disclose to any other person any of the other party's Confidential Information.

8.3 Either party may disclose the Confidential Information of the other:

8.3.1 When required to do so by law or any regulatory authority, provided that party requires to disclose the confidential Information, where practical and legitimate to do so;

8.3.1.1 Promptly notifies the owner of such requirements; and

8.3.1.2 Co-operates with the owner regarding the manner, scope or timing of such disclosure or any action the owner may take to challenge the validity of such request.

8.3.2 To its (or any of its associated company's) personnel, sub-contractor's personnel or any person whose duties reasonably require such disclosure, on condition that the party making such disclosure ensures that each such person to whom such disclosure is made; Is informed of the obligations of confidentiality under these Terms and Conditions; and

8.3.2.1 Complies with those obligations as if they were bound by them.

8.3.3 The obligation of confidentiality contained within this clause 8 shall service termination of the contract howsoever caused.

9. DATA PROTECTION

9.1 Each party shall ensure that in the performance of its obligations under these Terms and Conditions it will at all times comply with relevant provisions of the Data Protection Act 1998.

9.2 We acknowledge that if we are required to process any data in the course of providing the Service we shall do so only on your instructions.

10. NON-SOLTCITATION

10.1 Unless otherwise agreed by ALS, the Customer (which for the purposes of this clause includes any of the Customer's Affiliates) shall not, for a period of one year after termination of the agreement, either directly or indirectly, on its account or for any other person, firm or company solicit, employ, endeavour to entice away from ALS or use the Services of ALS's Staff or any of its freelance suppliers. In the event of any breach under this clause, the Customer shall pay to ALS an amount equal to the aggregate remuneration paid by ALS to that member of Staff for the year immediately prior to the date on which the Customer employed or used the Services of that member of Staff or Supplier. In the case of a freelance Supplier the amount will be equal to the equivalent of a full year full time salary. This clause shall not apply where the customer has an existing relationship before contract start-date.

11. TERMINATION

11.1 If you subsequently cancel, reduce in scope or frustrate (by an act or omission on your part, or any third party relied upon by you) the Contract, the full price for the Contract shall remain payable unless otherwise agreed in advance. Any Original Works provided to us, and Translated Works completed by us, under the Contract shall be made available to you on termination of the Contract once payment has been received.

11.2 We shall be entitled to terminate the Contract immediately by written notice to you if:

11.2.1 You commit a material breach of the Contract and, in the case of such a breach which is capable of remedy, you fail to remedy the same within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied.

11.2.2 If outstanding invoices remain unpaid outside the contracted Terms and Conditions.

11.2.3 You make any voluntary arrangement with your creditors or (being an individual or firm) become bankrupt or (being a company) become subject to an administrative order or go into liquidation, or an encumbrance takes possession or a receiver is appointed over any of your property or assets, or you cease or threaten to cease business, or an equivalent or analogous event occurs in any other jurisdiction.

11.2.4 Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.

12. DISPUTE RESOLUTION

12.1 If any dispute arises between the parties with respect to the Services provided by us, then such dispute shall, at the request of either party, be referred to a person from a recognised Translation and/or Interpretation industry body.

12.2 Such a person shall be appointed to act as an expert and not as an arbitrator, and the decision of that person shall be final and binding.

12.3 The cost of such an expert shall be borne equally by the parties, unless such expert otherwise directs.

13. MISCELLANEOUS

13.1 Neither party shall be liable to the other for any delay in, or failure of, performance of its obligations under the Contract arising from any cause beyond its reasonable control including act of God, government act, war, fire, flood, explosion or civil commotion.

- 13.2 We may engage any person, firm or company as our sub-contractor to perform any or all of our obligations, and we may assign any or all of our rights and obligations under the Contract.
- 13.3 We may refer to your company from time to time for the purposes of promotion or marketing of Export Box. This will not include any confidential details as laid out in section 8.
- 13.4 Any notice or other communication to be given under these conditions must be in writing and may be delivered or sent by prepaid first class letter post, facsimile transmission or e-mail. Any notice or document shall be deemed served: if delivered, at the time of delivery; if posted, 48 hours after posting; and if sent by facsimile transmission or e-mail, at the time of transmission.
- 13.5 No waiver by us of any breach of the Contract by you shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 13.6 If any provision of these Terms and Conditions is or becomes invalid or unenforceable it will be severed from the rest of the Terms and Conditions so that it is ineffective to the extent that it is invalid or unenforceable and no other provisions of the Terms and Conditions shall be rendered invalid, unenforceable or be otherwise effected.
- 13.7 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 which exists or is available otherwise than pursuant to that Act.

The Contract (and any proceedings whereby one party might be entitled to join the other as a third party) shall be governed by and construed in all respects in accordance with English law and the parties hereby submit to the non-exclusive jurisdiction of the English courts.

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

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You can download this Terms and Conditions as a .pdf file if you want to review them offline.