

Terms and Conditions

These terms and conditions have been prepared by Rosetta Translation Limited for our current and prospective Clients. They apply to our service provisions and purchases including but not limited to online and offline services.

By accessing our services and/or placing an order, the Client

- (a) agrees to be bound by all provisions hereof, and
- (b) acknowledges that it is solely responsible to make full payment of all charges and expenses relating to the project.

Rosetta is regulated by the ISO 2001:2008 Quality Management Standard and the DIN EN 15038 Standard. Rosetta is a registered member of the ATC, EUATC and the ATA.

Definitions

“Rosetta” means Rosetta Translation Limited.

“Client” means the individual or business entity that executes this Contract.

“Subcontractor” means the individual or business entity that may execute the services provided by Rosetta Translation Limited.

“Contract” means the order for the supply of services being rendered and accepted by Rosetta Translation Limited.

1. Introduction

1.1 Rosetta may revise these terms and conditions at any time by updating this posting. The Client should check this Website from time to time to review the current terms and conditions, because they are binding upon the Client. Certain provisions of these terms and conditions may be superseded by expressly designated legal notices or terms located on particular pages of this Website. If the Client does not wish to accept any new terms and conditions after Rosetta has given notice, they should not continue to use this Website.

1.2 If the Client has any concerns about material on this Website, please contact Rosetta by email at info@rosettatranslation.com.

2. Placing an Order

2.1 The Client's order is considered placed when they confirm in writing that they are happy to proceed with the quote provided to them by Rosetta. Depending on the Client's account status they may be asked to make pre-payment using Rosetta's online checkout process.

2.2 Rosetta will accept an order by way of written email confirmation.

2.3 Rosetta may refuse in their discretion to accept an order:

- (a) where it is not possible to obtain authorisation for the Client's payment;
- (b) if there has been a pricing or product description error; or
- (c) if the Client does not meet any eligibility criteria set out in these terms and conditions.
- (d) services or information ordered by the Client are not available;
- (e) if Rosetta cannot deliver services to/in the requested location;

Where a Client's order is not accepted, but Rosetta has processed the Client payment, Rosetta will re-credit the Client's account with any amount deducted by Rosetta as soon as possible, but in any event within 30 days of the order. Rosetta will not be obliged to pay any additional amount as compensation for disappointment.

3. Pricing

3.1 Estimates or quotations are given on the basis of a description, information and/or any source material provided by the Client. Rosetta reserves the right to adjust pricing and/or delivery estimates upon receipt and evaluation of any final information and/or source materials for service. Invoicing will be carried out according to the estimates or quotations and/or any subsequent cost revisions submitted by Rosetta. Unless otherwise stated, prices are in pounds sterling and are exclusive of value added tax and any other tax or duty.

3.2 Estimates or quotations are valid for 30 days from the date of issue and may be subject to change thereafter, at the discretion of Rosetta, unless pricing forms part of a formal Contract agreed upon by both Rosetta and the Client.

3.3 Payment must be made before commencing the project unless credit facilities have been awarded at Rosetta's discretion, in which case payment is due 30 days from the date of invoice. Payment to Rosetta shall be effected, in full, no later than 30 days from the date of invoice.

3.4 Collection of related payments from any third party is a private matter of the Client and shall not affect the Client's responsibility for payment to Rosetta. When asked by the Client to bill a third party for any reason, Rosetta will issue, at its sole discretion, an invoice to any name and address provided by the Client. When Rosetta bills a third party, it is a courtesy and convenience to the Client. When Rosetta agrees to bill a third party, the Client understands, acknowledges, and agrees that: (1) the Client remains the responsible party in this agreement, not the third party being billed; (2) the Rosetta terms and conditions remain in full force between Rosetta and the Client, and that no transfer of relationship, responsibility, or agreement has taken place; (3) the Client continues to be responsible for prompt payment of the invoice and liable for all collection costs outlined elsewhere in this agreement; and (4) Rosetta does not pursue collection activity against third parties since Rosetta has no relationship or agreement with the third party.

3.5 Amounts not paid when due shall bear interest at the lesser of

- (i) one and a half percent (1.5%) per month and
- (ii) the maximum rate of interest permitted by applicable law.

3.6 Late payments will also be subject to compensation for debt recovery costs to all overdue sums from the date on which the first become due until they are paid in full. Each order for the supply of services, when accepted, constitutes a separate Contract.

4. Cancellation

4.1 Should the Client change the parameters of a project while it is in progress Rosetta reserves the right to apply additional charges and/or expand the deadline in accordance with the change requested. Furthermore, should the Client request additional services to be performed such as subjective revisions to language and/or layout, revisions to source files which might affect the target files, etc., then such services will be billed in addition to the above.

4.2 Rosetta must immediately be informed of any intended changes to the parameters of the assignment, including any changes in timescale, or written translation requirements. Such changes may lead to an adjustment of fees. All changes are subject to the Client's

agreement in writing, and to the Subcontractor's availability.

4.3 If the Client cancels or withdraws any portion of the service(s) requested once Rosetta has confirmed the order, then, in consideration of Rosetta's scheduling and/or performing the said service(s), the Client shall pay Rosetta the full price for the Contract.

5. Disclaimer

5.1 While Rosetta aims to ensure that the information on this Website is correct, Rosetta does not warrant the accuracy and completeness of the material on this Website. Rosetta may make changes to the material on this Website, or to the products and prices described in it, at any time without notice. The material on this Website may be out of date, and Rosetta makes no commitment to update such material.

5.2 The material on this Website is provided "as is" without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, Rosetta provides the Client with this Website on the basis that all representations, warranties, conditions and other terms (including, without limitation, the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill) are excluded, which but for these terms and conditions might have effect in relation to this Website.

6. Limitation of Liability

6.1 Rosetta's liability to the Client under or in connection with these terms and conditions for death or personal injury which is proven to have resulted from Rosetta's negligence or that of its directors, officers, employees or agents; and/or proven fraud or fraudulent misrepresentation of Rosetta, shall not be limited.

6.2 Subject to the provisions of the sub-clause above, Rosetta shall not be liable to the Client under or in connection with or attributable to or arising from these terms and conditions (including without limitation for breach of contract, breach of statutory or fiduciary duty, wilful default, non-fraudulent misrepresentation, or negligence) for loss of profits, loss of anticipated savings, loss of business contacts, loss of goodwill, loss of business or any other type of special, indirect or economic loss even if such a loss was reasonably foreseeable or Rosetta had been advised of the possibility of the Client incurring the same.

6.3 Subject to the provisions of the sub-clauses above and in recognition of the size and extent of the potential risks and liabilities to which Rosetta could be exposed in comparison with the remuneration to be received by Rosetta pursuant to these terms and conditions, Rosetta's entire liability to the Client, howsoever arising under or from or in connection with or attributable to these terms and conditions (including, without limitation, by reason of breach of contract, breach of statutory or fiduciary duty, wilful default, non-fraudulent misrepresentation, or negligence) shall not in any event exceed the aggregate fee received under the relevant Contract by Rosetta.

6.4 Rosetta shall only be liable to the Client in accordance with the content of these terms and conditions and any condition, warranty or other term which might otherwise be implied or incorporated within these terms and conditions by reason of statute or common law or otherwise is hereby expressly excluded.

6.5 Each of the foregoing provisions is a separate limitation which shall apply and survive even if, for any reason, one or other of them is held inapplicable or unreasonable in any circumstances. These provisions above shall survive the expiry or termination of these terms and conditions for whatever reason. The Client acknowledges that the provisions of these paragraphs are an important inducement to Rosetta to enter into any Contract and that Rosetta would not have entered into such a Contract without those limitations set forth. Any action against Rosetta must be brought within one (1) year after the claim arose.

6.6 Whilst every attempt is made to ensure that the services provided are done so as accurately as possible, no warrantee is given in that regard, and Rosetta shall not be held liable for any consequential loss or damage caused by any inaccuracy or difference of interpretation.

6.7 In the event of employees or Subcontractors being unable to attend an event or deliver a project because of illness or some other unavoidable cause or failure of equipment, Rosetta shall use reasonable measures to provide a replacement. In the event that Rosetta is unable to provide such a replacement, Rosetta shall only be liable to reimburse the Client for any advance payments made to Rosetta in respect of that session or project.

7. Deliverables

7.1 The dates and times for expected delivery of the services from Rosetta, whether in writing or orally, are bona fide estimates which Rosetta will use its best efforts to meet, however Rosetta cannot warrant the same, and no liability shall be attached to Rosetta in the event of delivery being delayed.

7.2 Delay shall in no circumstances amount to or be deemed to be a breach of Contract, neither shall the Client be entitled to treat the Contract as repudiated by reason of the delay, or claim any financial compensation. Rosetta will make all reasonable efforts to make the Client aware of any delays that occur, as soon possible.

7.3 Translations and transcriptions will be delivered in the form of an electronic file (or files) via email, along with a printed hard copy upon request. Any charges (such as courier or registered post) incurred in connection with the Contract will be billed in addition to quoted charges unless otherwise stated.

7.4 Certified translated documentation ordered by the Client will be delivered as soon as possible to the address provided by the Client for delivery.

7.5 If the certified translated documentation delivered by Rosetta is not what was ordered by the Client or is damaged or defective or the delivery is of an incorrect quantity, Rosetta shall have no liability to the Client unless Rosetta is notified of the problem in writing within 7 working days of the delivery of the certified translated documentation in question.

7.6 If the Client does not receive certified translated documentation ordered within 7 business days from the date on which Rosetta informs the Client of the dispatch, Rosetta shall have no liability to the Client unless notified in writing of the problem within 7 business days.

7.7 Since translation is a subjective process through which different individuals may express the same meaning using different word choices, Rosetta will not be liable for such variations. Additionally, there may be "personal preferences" in word selection which may be stylistic or based on a person's familiarity with company- or industry-specific terminology. Rosetta will attempt to utilise reference materials and glossaries to the extent commercially reasonable, but there remains the likelihood that the client may prefer alternative wordings. There may be additional charges associated with the incorporation of different terms or language into the final translated document.

7.8 If ten (10) business days elapse following the delivery of the project without communication from the client of any concerns with

Rosetta's performance, then the Client irrevocably waives all rights to dispute payment of any and all invoices pertaining to such project.

7.9 When undertaking rush projects, Rosetta will use all reasonable efforts to ensure the quality of the project. However, due to the nature of rush projects, the Client acknowledges and agrees that it will be impossible to maintain the same level of quality that would be achieved on a non-rush basis.

8. Annotations to Drawings

8.1 Rosetta will, as standard, provide translations of any annotations to drawings within a table. On the written request of the Client, Rosetta will use its best efforts to insert translated text or modify annotations to drawings provided by the Client in order to make a readable translated version of the drawings. This service is provided above standard services and may be at an extra cost.

8.2 Rosetta provides this service by way of assisting the Client and cannot accept responsibility for any inadvertent errors that may arise. If the Client or third parties wish to use the translated drawings for making decisions on technical or legal matters, reference should always be made to the originals. Furthermore, Rosetta works on the basis that the Client takes all responsibility for any questions of copyright, which may arise if Rosetta modifies the drawings of a third party.

9. Copyright

9.1 Upon the Client's completion of all payments provided herein, the item(s) shall be the property of the Client. Rosetta has no obligation to take any steps to protect any copyright, trademark or other right of the Client with respect to the item(s), except as may be expressly otherwise provided in these terms and conditions. Notwithstanding the foregoing, Rosetta shall have the right to retain file copies of the item(s) unless otherwise requested and agreed in writing.

10 Employees & Subcontractors; Non-Circumvention. Client agrees that, for the two year period after the date of the Client's most recent Request made to Rosetta, Client shall not solicit, employ or retain, either directly or indirectly, any employee, translator, interpreter, or other personnel contracted or supplied by Rosetta (together referred to as "Rosetta's Agents and Independent Contractors") to provide services for the Client other than by submitting the desired work to Rosetta. Without limiting any other remedy which may be available to Rosetta, if Client breaches this provision, Client shall owe to Rosetta, as a referral fee, 100% of any and all amounts paid by Client to any of Rosetta's Agents and Independent Contractors with respect to any services performed for Client by Rosetta's Agents and Independent Contractors, other than by or through Rosetta.

11. Privacy Policy

11.1 Rosetta does not store credit card details nor does it share customer details with any third parties.

12. Client Warranties

12.1 Unless it is otherwise agreed between Rosetta and the Client in writing the Client shall not either directly or indirectly, on their own account or for any other person, firm or company, solicit, employ, endeavor to entice away from Rosetta or use the services of Rosetta's employees or Subcontractors who have provided Services to the Client on behalf of Rosetta under Contract.

12.2 In the event of breach under this clause, the Client agrees to pay Rosetta an amount equal to the aggregate remuneration paid by Rosetta to the particular employees or Subcontractors for the year immediately prior to the date on which the Client employed or used the Services.

12.3 The parties acknowledge and agree that the above clauses are a reasonable estimation of the loss, which would be incurred by the loss of the employees or Subcontractors so employed or engaged.

12.4 The Client agrees to indemnify and hold Rosetta and employees or Subcontractors harmless from any and all losses, claims, damages, expenses or liabilities which employees or Subcontractors may incur based on information, representations, reports, data or product specifications furnished, prepared or approved by the Client for use by employees or Subcontractors in the work performed under these terms and conditions.

12.5 Where the Services are to be performed at a venue provided or organised by the Client, Rosetta shall have no liability for any accidental loss or damage caused to the premises. For the avoidance of doubt, the Client shall be responsible for any public liability arising from occupation of the premises.

12.6 The Client shall and hereby agrees to indemnify Rosetta and its employees or Subcontractors in respect of any loss, liability or damage (including but not limited to liability for death or injury) that Rosetta may suffer directly or indirectly as a result of or in connection with the performance of the Services.

13. Approval

13.1 By accessing the website www.rosettatranslation.com and/or placing an order, the Client agrees to be bound by these terms and conditions. Using this website indicates that the Client accepts these terms regardless of whether or not they choose to register with or order from Rosetta. If the Client does not accept these terms, they should not use this website.

14. Governing Law and Jurisdiction

14.1 These terms and conditions shall be governed by and construed in accordance with English law. Disputes arising in connection with these terms and conditions shall be settled by arbitration administered by English courts, in accordance with UK arbitration laws. Should arbitration not be sufficient to settle the dispute, the case shall be subjected to the exclusive jurisdiction of the English courts where the claim is brought by the Client, save where the Client has legal rights to bring any claim in respect of such a dispute in any other jurisdiction. Rosetta nevertheless retains the right to bring proceedings against the Client for any threatened or actual breach of these terms and conditions in the Client's country of residence, registration or business or any other relevant country.

14.2 Rosetta does not warrant that materials, services or information for sale on this Website are appropriate or available for use outside the United Kingdom. It is prohibited to access the Website from territories where its contents are illegal or unlawful. If the Client accesses this Website from locations outside the United Kingdom, they do so at their own risk and are responsible for compliance with local laws.

15. Severability

15.1 Should any part of this agreement be rendered void, invalid or unenforceable by any court of law for any reason, such invalidity or unenforceability shall not void or render invalid or unenforceable any other part of this agreement.

16. Miscellaneous

16.1 The Client may not assign, sub-license or otherwise transfer any of their rights under these terms and conditions.

16.2 No person other than the parties to these terms and conditions are intended to benefit from them pursuant to the Contracts (Rights of Third Parties) Act 1999.