

Terms and Conditions

CFS.translation's "Terms and Conditions" means the standard terms and conditions as set out below.

Our translation service is operated by Compliance.Finance.Sales OÜ with registered office at Punane tn 56 Lasnamäe linnaosa, Tallinn Harju maakond 13619. These terms and Conditions use "CFS.translation" "we", "us" or "our" meaning Compliance.Finance.Sales. OÜ (Company registration number (CRN) 14532798). These terms and conditions govern your use of our services and services provided by our website, including your use of any materials, information and services which may be made available to you from this website.

By using the CFS.translation site, you accept and agree to be bound by these Terms and Conditions. If you do not agree to these Terms and Conditions, you cannot use our services or the services provided by our website.

CFS.translation may amend the Terms and Conditions at any time by posting such changes on our website. It is your responsibility as a client to familiarize yourself with our Terms and Conditions regularly to ensure that you are aware of any changes. Your continued use of our services and our website following the posting of any such changes shall constitute your acceptance of the revised Terms and Conditions

The numbering, classification and clause headings below are for numbering purposes and classification only – they do not affect the construction or interpretation of our Terms and Conditions.

"Client, you / your" means the company, firm, body or person to whom CFS.translation is providing or supplying the Services and / or the Work Products.

"Contract" means the contract between you as a client and CFS.translation. It consists of

- the Purchase order from the customer and
- these Terms and Conditions.

"Products / Services" means all the products and/or services supplied by CFS.translation.

"Parties" means both we (CFS.translation) and you (the client).

"Services" means translation services and any other related services necessary performed by CFS.translation for the client.

All references to "documents", "records", "books" and "data" shall include information contained in emails, word processing documents or any other kind of computer programs, disks, any records kept either on paper, on digital formats or otherwise, servers and computers or any other machine readable form or records kept other than in a legible form, but which may be (re)produced in a legible form.

In this Terms and Conditions, the word "including" shall be understood to mean "including without limitation" and the word "includes" shall be understood to mean "includes without limitation".

In the event of any conflict between any parts of a contract between the parties, the documents constituting the agreement between the parties shall have priority in the following order:

- Service level agreement (if any) entered into between the parties.

- These Terms and Conditions.

“Confidentiality” or “Confidential Information” mean information (in any form or format) which is confidential either to the client or to CFS.translation and which either you disclose to us or we disclose to you in connection with the services.

“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 in any format and any other rights in respect of any other industrial or intellectual property, whether capable of being registered or not and including all rights to apply for any such rights.

“Purchase Order” (PO) means an order for the services you order CFS.translation to provide to you.

“Originals” means all documents, files, materials and / or works provided by the client for the purposes of carrying out the services.

“Translations” mean the documents, files, materials and works translated and produced from the originals in accordance with your instructions and provided to the client by CFS.translation.

Any words of a technical nature shall be construed in accordance with general trade usage in the computer industry in the United States.

1. Description of Services and Delivery.

CFS.translation will provide a translation service or related service as defined in the correspondingly numbered quotation / cost-estimate / proposal document or according to the client’s Purchase Order number wherein all technical, service, delivery and financial details are specified.

1A. DELIVERY.

CFS.translation shall endeavor insofar as possible to deliver the above-mentioned services by the due date, not being liable for delays that are not imputable to CFS.translation.

The dates for delivery of the translation service, or the dates for carrying out the services can only be approximate. Unless expressly agreed between the parties otherwise, 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.

CFS.translation shall not be liable in any circumstances for the consequences of any delay in the 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 vendors, suppliers or subcontractors, shortage of labor, industrial action, hostilities or war, an act of God, inclement or exceptional weather conditions, fire, governmental order or intervention (whether or not having the force of law) or any other cause whatever beyond CFS.translation control or of an unexpected or exceptional nature.

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

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

2. Cancellation or rescission by the client.

Should the client cancel or terminate partially or the whole of the translation order as confirmed in the quotation / cost-estimate or Purchase Order before CFS.translation has completed and delivered it, the client will pay a percentage part of the fees and costs as agreed commensurate to the demonstrable percentage of work completed in consideration of the planning and allocation of resources executed by CFS.translation.

CFS.translation shall be entitled to terminate the contract immediately by written notice to the client when:

- The latter breaches these Terms and Conditions and, in the case of such a breach which is capable of remedy, the client fails to remedy the conditions which gave rise to it within 7 days of receipt of a written notice specifying the breach and requiring it to be remedied;
- The client makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administrative order or goes into liquidation, or an encumbrance takes possession or a receiver is appointed over any of the client's property or assets, or the client ceases or threatens to cease business, or an equivalent or analogous event occurs in any other jurisdiction.

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

3. Liability

All Services undertaken by CFS.translation shall be carried out using reasonable skill and care in accordance with the standards of the translation industry.

CFS.translation shall use all reasonable skill and care in selecting translators (internal staff and outsourced), interpreters and other personnel required to carry out the service in order to produce the translations and perform the service for which it has been contracted.

No terms, conditions or warranties, whether express or implied, about the quality or fitness for purpose of the services or the translation shall be incorporated unless expressly set out in the contract between the parties.

CFS.translation reserves the right to make public a reference to the translation work undertaken for the client as a reference to other potential clients.

CFS.translation shall incur no liability to the client 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.

CFS.translation undertakes a strict quality control policy in accordance to the European Translation Standard EN15038 and ISO 9001. This, however, does not warrant that the translation or translated work will meet your very specific requirements. Unless otherwise agreed, we do not warrant that the operation of any translation sent to you as a client will be uninterrupted or error free. CFS.translation and client may agree on further revision and quality checks according to Section 4 below.

Furthermore, CFS.translation does not warrant or make any representation regarding the use of the translations in terms of their accuracy, correctness, reliability or otherwise.

The client acknowledges that any originals and Translations 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 originals or Translations.

Save in respect of death or personal injury resulting from our negligence and subject to Section 8 our liability to the client in respect of the provision of translation services, translations and related services and works is limited as follows:

- CFS.translation shall not be liable for any loss of profits, business, contracts, revenue or damage to your reputation or goodwill, anticipated savings, and or any other indirect or consequential loss or damage whatsoever.
- CFS.translation's entire liability to the client under any contract, including but not limited to in respect of the services, shall not exceed the price payable to CFS.translation by the client under the contract to which any claim relates.

The client must notify CFS.translation within 30 days of delivery of the service of any claim arising as a result of the provision of the services and /or the translations, whether it is related to Section 4 or Section 7 in these Terms and Conditions. Full details of such claim should be sent. In any event, CFS.translation shall not be liable to you if the client fails to notify us of any claim within a reasonable time of delivery of the services.

4. Translation review by the client or third parties.

CFS.translation will take all steps necessary in the translation and independent proof-reading processes to produce a fully usable language version for the client, solving any conceptual and/or style queries or formatting queries in the original text in strict compliance with CFS.translation's internal quality assurance standards. In the unlikely event of the client finding any anomalies upon receiving translation, the client will have a maximum term of 30 days to notify CFS.translation and the latter will correct, free of cost to the client, any error or discrepancy with the contents in relation with the contracted service as a result of defects in the undertaking of the translation service.

After such time, 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.

4A. CHANGES MADE BY THIRD PARTIES.

CFS.translation, as a translation service company, shall not be liable in any way as a result of changes made in the translation by third parties without its previous written consent.

5. Confidentiality.

All knowledge and information specifically identified by the client in writing as "confidential" during the undertaking of the contracted service in reference to the client's business or the products or other commercially-sensitive information that may be of advantage to the client's competitors in the market shall be maintained under the strictest confidentiality by CFS.translation and it shall not be disclosed nor published by CFS.translation, nor will the translation service company authorize any third part or any other party to disclose such information or to publish it unless specifically authorized in writing by the client. This confidentiality is guaranteed by the signature of a non-disclosure agreement by all staff members of the company. Any external subcontractor working for the translation services company that may come in contact with information or data relating to the client is sent a copy of the same non-disclosure agreement. For the duration of each project, the Project Manager is the recipient of all information and he/she will only distribute it to those persons directly implicated in the project.

Confidential Information as referred in this section does not include any kind of registry of terminological glossaries compiled by CFS.translation for the normal course and undertaking of the service as stipulated in this Contract, or compiled by the client and authorized for distribution by the client, unless the client and the translation service provider agree in writing that those glossaries compiled by the translation service provider become the client's property, in which case they will also be governed by the confidentiality clauses contained in this section.

6. Copyright and Intellectual Property.

The translation is the property of the client. Once the client has paid the agreed service fees or those resulting from ulterior modifications and additions, the translation of the described items will be the property of the client.

CFS.translation shall have no right over the Intellectual Property or Copyright, trade marks, or other client's rights in connection to the translation, unless specifically stipulated in the present Contract. Notwithstanding the above, the translation service provider will have the right to maintain copies of the original items and the resulting translation for its own archives, subject to Confidentiality agreed in section 5.

7. Fees, Taxes, Discounts and payment method.

The client agrees to pay the amount stipulated in the quotation / cost-estimation document or as applicable from an agreed price list for fees to CFS.translation for the aforementioned services. For this purpose, a numbered invoice stating all applicable items will be issued. Payment will be made upon 30 days from invoice issue date or as otherwise agreed in writing by the client and the translation service provider.

Unless otherwise stated, prices are in Euros and do not include Value Added Tax and any other tax or duty (see 7a and 7b below). Price includes transmission to the address specified in our quotation or confirmation of Order.

7A. EUROPEAN VAT ON INTRA-EUROPEAN TRANSLATION SERVICES.

When liable, CFS.translation shall invoice you for all appropriate taxes and expenses for which we are liable to collect. In the case of intra-European translation services, supplies are free of VAT according to current legislation. The client 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.

7B. EUROPEAN VAT ON TRANSLATION SERVICES SUPPLIED TO COMPANIES AND INDIVIDUALS OUTSIDE THE EU.

Translation Services to non-EU countries are free of VAT and any sales taxes.

7C. DISCOUNTS.

Discounts included on quoted prices are only applicable if invoices are paid within 30 days of receipt.

Quotations in a currency other than Euro are based on the rate of exchange at the time of quoting and, unless otherwise stated, the price may be subject to revision up or down if any different rate of exchange is ruling on the date of invoice.

7D. ADDITIONAL COSTS.

The client will reimburse CFS.translation all related expenses incurred in that are not part of the normal translation procedure routine such as 24 hours urgent hand document delivery, transport costs, long distance calls to clarify ambiguities, etc.

7E. PAYMENT METHOD.

Services lasting over 21 days will be invoiced 50% on commencement and 50% on completion. Services running under 21 days will be invoice in full on completion.

In the event that payment due has not been received at the agreed time, an administration charge of €50 will be applied after 60 days and a further €50 after 90 days. For foreign currencies the exchange rate will be taken from Barclays Bank on the appropriate day.

Failure to pay any invoice in accordance with the above terms, or other terms specified in the Contract, shall entitle CFS.translation 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.

CFS.translation reserves the right to charge interest on overdue accounts. The interest shall be calculated daily on the amount outstanding at the rate of 8% above the published base rate of the European Central Bank.

8. Client's liability and responsibility

Clients warrant and must ensure that the work to be undertaken and that is submitted to CFS.translation shall not contain any obscene, blasphemous or libelous materials and shall not infringe the Intellectual Property Rights of any other third parties either directly or indirectly.

Unless otherwise agreed between the parties, the client (which for the purposes of this clause includes any of the client's associated companies) shall not, for a period of two years after termination of the contract, either directly or indirectly, on the client's account or through another person, firm or company or any other third party, solicit, employ, endeavor to entice away from CFS.translation or use the services of an employee of CFS.translation, of a translator, subcontractor, any type of vendor like interpreter, programmer or operator, etc., who has been entrusted with the client's work by CFS.translation as an employee or contracted as a vendor or subcontractor to provide services and / or translations to you as the client. In the event of the client breaching this clause, the client agrees to pay CFS.translation either an amount equal to the aggregate remuneration paid by CFS.translation to that person, whether staff employee or external vendor, for the year immediately prior to the date on which you employed or used the person's services, or the mean annual average of a salary of a CFS.translation employee in a similar position plus a breach fine of 25%, whichever is highest.

The client agrees, upon demand, to indemnify CFS.translation (which for the purposes of this clause includes our employees, agents and subcontractors), and keep us indemnified, from all losses, damages, injury, costs and expenses of whatever nature are suffered by CFS.translation to the extent that the same are caused by or related to:

- The use or possession by our company of any originals or materials provided by you as a client related to the provision of the services, including the breach of any Intellectual Property Rights of any third party in or to any such originals or materials.
- The processing by CFS.translation of any data in the provision of the Services as anticipated by clause dealing with the Estonian Personal Data Protection Act dated 15th January 2019.
- Any breach of the law within the territory of the European Union or the country or countries where our services are used, in any form or format, whether in print, in digital form or website
- Any breach of warranty given by you in this clause.
- Any other breach by you of these Terms and Conditions.

Should the client require CFS.translation to provide services at the client's premises, or any other premises, the client shall:

- Assign members of staff with suitable skill and experience to be responsible for our activities;
- Provide appropriate insurance cover to all CFS.translation personnel or personnel working for CFS.translation or representing our company;

- Provide access to premises, interpretation systems and other facilities which may be reasonably required by us.
- Provide such information as may be required by CFS.translation to carry out the services and ensure all such information is correct and accurate.
- Ensure that all necessary safety and security precautions are in place at your premise
- CFS.translation shall be entitled to charge you for any additional costs and expenses which we may incur as a result of any hazardous conditions or material encountered at your premises.
- We shall not be obliged to continue to perform the services where we consider, at our sole discretion, that it would constitute a breach of warranty given by you, force us to incur in a breach by us or when it may constitute an illegal act or a safety hazard.

9. Data Protection

The parties shall endeavor to comply with the data protection requirements of their respective agencies, in particular Estonian Personal Data Protection Act dated 15th January 2019. Furthermore, 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 Data Protection Law of the country where it is located.

CFS.translation acknowledges that if it is required to process any data in the course of provision of the services, our company shall do so only following the client's instructions.

10. Non-Solicitation

Unless otherwise agreed by CFS.translation, the client (which for the purposes of this clause includes any of the client's associates and affiliates) shall not, for a period of two years after termination of the contract, either directly or indirectly, on the client's account or through another person, firm or company or any other third party, solicit, employ, endeavor to entice away from CFS.translation or use the services of an employee of CFS.translation, of a translator, subcontractor, any type of vendor like interpreter, programmer or operator, etc., who has been entrusted with the client's work by CFS.translation as an employee or contracted as a vendor or subcontractor to provide services and / or translations to you as the client. In the event of the client breaching this clause, the client agrees to pay CFS.translation either an amount equal to the aggregate remuneration paid by CFS.translation to that person, whether staff employee or external vendor, for the year immediately prior to the date on which you employed or used the person's services, or the mean annual average of a salary of a CFS.translation employee in a similar position plus a breach fine of 25%, whichever is highest.

This clause shall not apply where the customer has an existing relationship before contract start-date.

11. Applicable Law and Arbitration

This contract is governed by the laws of Estonia and any discrepancy will be put under the law of the Tallinn Administrative Court, City of Tallinn.

12. Modifications to the Content

Any modification to these Terms and Conditions will be published and dated accordingly on this website and it will come into force immediately.

Date of Last Update: 29th May, 2019

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