



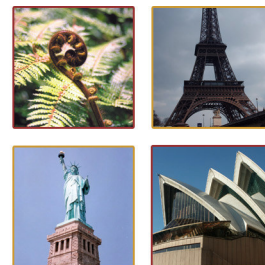
TERMS AND CONDITIONS LINGUISTS

1. Definitions

1.1 In these Conditions:

- “Company” means Linguavision Limited.
- “Conditions” means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Supplier.
- “Contract” means the contract for sale and purchase of the Services.
- “Materials” means any translated text, copy, software or other output created by the Supplier in the course of providing the Services including but not limited to any Translation Memory.
- “Order” means the Company’s purchase order to these Conditions are annexed.
- “Price” means the price for the Services.
- “Services” means the services to be provided by the Supplier to the Company as described in the Order.
- “Supplier” means the person so described in the Order.
- “Specification” includes any specifications of the Company as to the languages to be used, style, layout or otherwise as set out in the order.
- “Translation memory” means the memory created by the use of translation software which enables the automatic insertion of certain terminology into a translation as a result of analysis of its previous use and repetition in the translation.

- 1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time



1.3 The headings in these Conditions are for convenience only and shall not effect their Interpretation

2. Basis of purchase

2.1 The order constitutes an offer by the Company to purchase the Services subject to these Conditions and no order shall be accepted until the Supplier either expressly by giving notice of appearance or impliedly by fulfilling the order in whole or in part accepts the offer. Once accepted the Order together with these Conditions will be the complete and exclusive statement of the Contract.

2.2 No conditions other than these Conditions nor any variation to these Conditions shall be binding on the Company unless otherwise specifically agree in writing by the Director of the Company.

2.3 No terms and conditions endorsed upon, delivered with or contain in the Supplier's quotation, acknowledgment or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

2.4 The order may be withdrawn by the Company at any time prior to its unconditional acceptance by the Supplier.

3. Supply of services

3.1 The Services shall be provided by the Supplier in a timely and professional manner and will conform in all respects with the order, including the time schedules contained in such Order, and any applicable Specification supplied by the Company to the Supplier or agreed in writing by the Company.

3.2 The Supplier will supply the Materials to the Company, in electronic format where possible, accompanied by an electronic cover sheet and the Translation Memory (if applicable) provided by the Company. The cover sheet will reference the relevant Order and will list any other relevant information or instructions relating to the Services including the name of the Company's project manager for those Services.

3.3 The Supplier shall ensure that part completed materials are backed up on a daily basis at the Supplier's expense, either on disk or CD and removed/destroyed when the project has been completed and delivered successfully to Linguavision Limited.



- 3.4 The time of delivery of the Services is of the essence of the Contract.
- 3.5 The Company shall be entitled to reject any Services delivered which are not in accordance with the Contract, and shall not be deemed to have accepted and any Services until the Company has had a reasonable time to inspect them following delivery.
- 3.6 If the services are not delivered on the due date then, without prejudice and other remedy, the Company shall be entitled to:
- 3.6.1 deduct from the price or (if the Company has paid the price) to claim from the Supplier by way of liquidated damage for delay 5% of the price for every day's delay, up to a maximum of 50%;
 - 3.6.2 cancel the Contract in whole or in part;
 - 3.6.3 refuse to accept any subsequent delivery of services that the Supplier attempts to make; and
 - 3.6.4 recover from the Supplier any expenditure reasonably incurred by the Company in obtaining the services in substitution from another Supplier.

4. Price for the Services

- 4.1 The price for the Services shall be as stated in the order and, unless otherwise so stated, shall be exclusive of any applicable value added tax
- 4.2 No increase in price may be made (whether on account of increased labour or fluctuation in rates of exchange or otherwise) without the prior written consent of the Company.
- 4.3 The Supplier shall be entitled to invoice the Company on or at any time after delivery of the Services and each invoice shall quote the number of the order.
- 4.4 Unless otherwise stated in the Order, the Company shall pay the price of the services within 30 days after the end of the month of receipt by the Company of a proper invoice or, if later, after acceptance of the Services in question by the Company.
- 4.5 The Company shall be entitled to set off against the price any sums owed to the Company by the Supplier.



5. Warranties and liability

5.1 The supplier warrants and undertakes to the Company that:

5.1.1 the services will conform to the standards generally observed in the industry for similar services and will be provided with reasonable skill and care;

5.1.2 the Supplier will use relevant and current reference materials;

5.1.3 the materials will be free from spelling and typing errors, will be grammatically and technically correct and will use the correct terminology and idiom applicable to the language and content concerned;

5.1.4 the Supplier has not entered into any third party contracts and there is no pending litigation that would prevent or conflict with its performance of the Services;

5.1.5 the Supplier will comply with all applicable regulations or other legal requirements concerning the performance of the services.

5.2 Without prejudice to any other remedy, if any Services are not supplied or performed in accordance with the Contract then the Company shall be entitled:

5.2.1 to rescind the Order;

5.2.2 to reject the Service (in whole or in part);

5.2.3 to require to re-perform the Services or part thereof in accordance with the Contract within 7 days; or

5.2.4 at the Company's sole option, and whether or not the Company has previously required the Supplier to re-perform the Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price which has been paid.

5.3 The Supplier shall indemnify the Company in full against all direct, indirect or consequential liability, loss, damages, costs and expenses (including legal and other professional fee and expenses) awarded against or incurred or paid by the Company as a result of or in connection with breach of any warranty given by the Supplier in relation to the Services or any act or omission of the Supplier in supplying the Services.



6. Confidentiality

- 6.1 The Supplier shall keep in strict confidence all documents, technical or commercial know how, specifications, process or initiatives which have been disclosed to the Supplier by the Company or its agents and all other information concerning the Company's business or that of its clients which the Supplier may obtain in performing or in connection with the Services ("the Confidential Information"). The Supplier shall restrict disclosure of the Confidential Information to such of its employees as need to know the same for the purpose of discharging the Supplier's obligations to the Company and shall ensure that such employees are subject to like obligations of confidentiality as bind the Supplier. The Supplier shall use its best endeavours to keep any materials in its possession embodying the Confidential Information secure, shall not disclose the Confidential Information to any third party and shall use the Confidential information solely for the purpose of performing the Services.
- 6.2 Upon request by the Company, and in any event upon the expiration or termination of the relevant Contract, the Supplier shall promptly deliver to the Company all copies of the Confidential Information and the materials then in the Supplier's custody, control or possession and shall not retain any copies of the same in any medium.
- 6.3 The foregoing obligations of confidentiality shall survive completion of the relevant Services or earlier termination of the Contract.

7. Intellectual property

- 7.1 Copyright and other intellectual property rights in any text, documents, software, Translation Memory or other material provided to the Supplier for the purpose of the Services, shall at all times be and remain the exclusive property of the Company, the Company's clients or its licensors. The Supplier is licensed to use such text, documents, software, Translation Memory or material only for the purposes of fulfilling its obligations under the Contract.
- 7.2 The Supplier agrees that the copyright and all other intellectual property rights in the Materials shall belong to the Company and the Supplier hereby assigns with full title guarantee, by way of assignment of existing and future rights, the copyright and all other intellectual property rights in the Materials for the full period of such rights throughout the world, including any renewals and extensions and all rights of action



accrued at the date of such assignment, to the Company. The Supplier hereby waives his/her right to be identified as the author of the Materials and to object to the derogatory treatment of such Materials.

7.3 At the request and expense of the Company, the Supplier shall do all such things and sign all documents or instruments reasonably necessary to enable the Company to obtain, defend and enforce its rights in the Materials.

8. Termination

8.1 The Company shall be entitled to cancel the Order in respect of all or part only of the Services by giving notice to the Supplier at any time prior to delivery of such Services, in which event the Company's sole liability shall be to pay to the Supplier the price for the Services carried out by the Supplier up to the date of termination.

8.2 Where the Company's client cancels its order with the Company for which the Company has placed an Order with the Supplier, the Company's entire liability to the Supplier as a result of such termination shall be to pay to the Supplier 50% of the price as stated in the relevant Order where the Company receives notification from the client 5 working days prior to the date of the assignment; 75% of the price stated in the order where the Company receives notification from the client of between 2 to 4 working days prior to the date of the assignment and 100% of the price where such notification is received up to 1 working day before the date of the assignment.

8.3 The Company shall be entitled to terminate the freelance Contract without liability to the Supplier by giving notice to the Supplier at any time if:

8.3.1 the Supplier commits a breach of any of these Conditions

8.3.2 the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 2006) or being an individual or firm becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

8.3.3 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier ; or

8.3.4 the Supplier ceases, or threatens to cease, to carry on business; or

8.3.5 the Company reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.



8.4 Upon receipt of a notice of termination the Supplier, unless otherwise directed by the Company, will:

- 8.4.1 promptly terminate all work under the Contact;
- 8.4.2 transfer title and deliver to the Company the finished Materials and any part completed materials;
- 8.4.3 take actions reasonably necessary to protect property in the Supplier's possession in which the Company has an interest until disposal instructions from the Company have been received.

8.5 Termination of the Contract, however arising, will be without prejudice to the rights and duties of the Company accrued prior to termination. The Conditions that expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

9. Dispute Resolution

9.1 The Supplier shall inform the appropriate Company project manager promptly in the event of any problem arising with the Supplier's performance of the Services.

9.2 The Company operates a quality checking system and will notify the Supplier in the event that it identifies any failure of any Services provided by the Supplier to comply with the Order therefore.

9.3 The parties will use all reasonable endeavors to resolve any problems notified in accordance with clauses 9.1 or 9.2 between them. However, if the parties are unable to resolve the matter in dispute within 10 days, such dispute shall be determined on the application of either party by the New Zealand Courts at the cost of the Supplier.

10. General

10.1 The order is personal to the Supplier and the Supplier shall not subcontract, assign, transfer or purport to sub contract, assign or transfer to any other person any of its obligations under the Contract.

10.2 It is the clear intention of the parties that the Contract is a contract for the supply of services only and in no circumstances is the Contract to be interpreted as a contract of employment. The Supplier shall be responsible for all income tax liabilities and all other GST/VAT, tax and National Insurance or similar contributions ("The



Contributions”) in respect of the Supplier’s charges and/or fees as a result of or in connection with the Services and shall indemnify the Company against any Contributions payable by the Company as a result of the Supplier or any of its personnel being regarded by the Inland Revenue or other relevant authority as an employee of the Company or of the Client under the relevant legislation.

10.3 No advertising or marketing may be undertaken by the Supplier using the Company’s name, products or any association thereof whether actual or implied, without the written authority of the Director of the Company.

10.4 Unless otherwise specified in these Conditions, any notice, consent or other communication required to be given under a Contract by either party to the other shall be made in writing and shall be delivered personally or sent by first class post, fax or email to the address of the other set out in the order or such other address as may be notified in writing from time to time. A notice shall be deemed to have been delivered if delivered personally, at time of delivery, if delivered by post, 7 days after posting or if delivered by fax or email, upon receipt by the sender of confirmation of transmission.

10.5 No waiver by the Company of any breach of these Conditions by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.6 If any provision of these Conditions is held by a competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions shall not be affected thereby.

10.7 These Conditions shall be interpreted in accordance with NZ law and the Company and the Supplier irrevocably submit to the non-exclusive jurisdiction of the NZ Courts.