

Horus Tica, Ltda.

Apdo. 7617-1000

San Jose
Costa Rica

Ced. juridica: 3-102-110397-23

Traducciones - Desarrollo web - Localizacion

HORUS

www.horus-traduccion.com

(+506) 22902908

Fax: (+506) 22911654

Oficinas: San Jose - Sabana Sur
de McDonalls 50 este, 110 sur, casa 14-14

Email: horusti@racsa.co.cr

General Terms of Business for Commissioned Translation Work

Applicable from **June 23, 2012**

- Definitions** In the following terms of business, the "Translator" means Manfred Woitke, with the complete name and other qualities that are specified at the bottom of the present terms under "Translator"; "Client" means the legal entity or physical person commissioning the translation works and who's name and other qualities are specified at the bottom of the present terms.
- Copyright** The Client warrants to the Translator that the Client has full right, power and authority to have the material translated, and that the translation of the material by the Translator will not result in the infringement of any existing copyright. The Client agrees to indemnify and save harmless the Translator against any claim, action, loss or damage incurred by the Translator as a result of any breach of this warranty.

Translations are protected works under the Berne Convention and may not be reproduced or otherwise used in breach of the Translator's copyright. The Translator automatically assigns his copyright to the Client for any of the works formally contracted with the Client in writing, but such assignment is conditional upon the Translator having received full payment for services rendered, in accordance with the fee quotation for the work and these terms of business.
- Confidentiality** The Translator undertakes to treat any information acquired in the course of the work as a professional secret and shall never disclose such information to any third party.
- Client's amendments to source text** Any modifications or additions to the text to be translated or any revision by the Client to the text to be translated once the work of translation has begun shall be counted as additional work and invoiced at the agreed rate.
- Cancellation of the work** If the request for translation is cancelled while the contract is being performed, the Client will pay a cancellation fee of **USD 100.00** plus compensation at the agreed rate to the Translator for the work already performed, up to a maximum amount equivalent to the total contract value.
- Liability of the Translator** In the event of the Client not being entirely satisfied with the Translator's work, notification of the specific issues found in the translation must be received no later than **7 calendar days** from the date of delivery and no claim shall be considered after this date.

The liability of the Translator shall not exceed the total value of the contract.

The Translator shall not be liable for alterations made to his work by other persons.
- Payment** If not agreed otherwise in writing, payment, minus any amount already paid on deposit, shall be made within **15 calendar days** of the invoice date by wire transfer or cash payment, unless any other payment method has been agreed in writing. Local Costa Rican customers who benefit from the special rates will have to pay in advance or in cash when retrieving the translation. Interest at the rate of **10% per month** will be charged on all overdue balances.

All wire transfer fees and other charges incurred in remitting payment (including intermediary and correspondent bank charges) are payable by the Client. The Translator reserves the right to invoice the Client for any bank charges deducted from the payment except the ones of his own bank.

The contract for the work is established directly between the Translator and the Client, and payment of the Translator's fee is not contingent on the review, approval or payment of any third party.
- Credit Control** Except as otherwise agreed in writing, the Translator grants a credit limit of **USD 250.00** to the Client, except for the special case mentioned here under item no. 7. Once this limit is reached, the Translator shall not accept any new work from the Client before having received full payment of the debt.
- Court jurisdiction** Unless agreed otherwise in writing, any disputes arising from a commissioned translation work shall be settled at the competent courts in San Jose, Costa Rica.
- Acceptance** All translations commissioned by the Client imply the Client's full acceptance of these terms of business. No other terms of service are in effect until approved in writing by the Translator.

Client

Name of legal entity or physical person:

Address:

Name of authorized person signing this agreement:

Place and date:

Translator

Name of legal entity or physical person:

Frances R. Urbina S.

Address:

San José, Curridabat, Costa Rica

Name of authorized person signing this agreement:

Frances R. Urbina S.

Place and date:

San José, Costa Rica,

2012

Signature

Signature