

## **TERMS AND CONDITIONS**

### **1. Purpose of the Conditions**

- a. These conditions define the terms under which the Vendor provides to ASIAL(TEN)N Pte. Ltd. (herein after referred to as "ASIAL10N").

### **2. Quotes and Orders**

- a. In case the Vendor would not react to the order received within 24 hours in writing, he shall be deemed to have accepted the conditions mentioned in the Order.
- b. ASIAL10N may vary the terms of an order already placed and inform the Vendor accordingly. In case the Vendor would not react to such information within 24 hours in writing, he shall be deemed to have accepted the modifications decided by ASIAL10N.

### **3. Cancellation**

- a. ASIAL10N shall be entitled to cancel an order at any time up to delivery. In this case, the Vendor shall cease his work and ASIAL10N shall pay services up to cancellation.

### **4. Delivery Date & Delays**

- a. The Vendor warrants it will deliver its services at or before the delivery date/time stated in ASIAL10N's order or otherwise agreed in writing with ASIAL10N Project Manager (e.g. via project schedule, e-mail or purchase order). The Vendor will not be held responsible for delays by ASIAL10N or ASIAL10N's clients over which the Vendor has no effective control.
- b. Meeting deadlines are considered a key quality factor, and ASIAL10N reserves the right to apply the following penalties if deadlines are not met.
  - Materials delivered 24 hours after the approved deadline -> 30% of the costs for the hand-off;
  - Materials delivered 48 hours after the approved deadline -> 40% of the costs for the hand-off;
  - Materials delivered 72 hours after the approved deadline -> 50% of the costs for the hand-off;
  - Additional damage claims specified by law shall be reserved. Acceptance of a delayed delivery or service shall not constitute a waiver of compensation for the delay penalty.

### **5. Delivery Quality**

- a. Meeting quality expectations is considered a key quality factor, and ASIAL10N reserves the right to withhold part payment if requirements are not met.

### **6. Revision Versions and Final Versions**

- a. The Vendor shall supply revision versions and final versions of translated materials.
- b. ASIAL10N shall check the revision versions for compliance with instructions, terminology and guidelines as well as technical correctness, comprehensibility and typesetting.
- c. Any corrections or alterations shall be incorporated in the translated material by the Vendor, unless done by ASIAL10N. If the changes are due to errors on the Vendor's behalf, they shall be made free of charge. ASIAL10N shall either sign-off the version, thus making it final, or request resubmission of a further revision version.
- d. The Works shall be deemed delivered, subject to acceptance, upon delivery of the final version to the Client.

## **7. Payment Conditions**

- a. Payment shall be made at ASIAL10N's registered office at 45 Days, after the date of the invoice.
- b. ASIAL10N may reject invoices that do not mention the minimum legal information including Purchase Order numbers and any additional relevant references necessary. Invoice amounts not corresponding to any Purchase Orders issued will be rejected.
- c. Invoices should be made out to ASIAL(TEN)N Pte. Ltd., 7 Temasek Boulevard, #44-01 Suntec Tower One, Singapore 038987 and emailed to [invoices@asialion.com](mailto:invoices@asialion.com) only. We cannot guarantee payment if invoices are sent to the Project Managers or other email addresses. All queries regarding invoicing and payments should be directed only to [invoices@asialion.com](mailto:invoices@asialion.com).

## **8. Ownership of Media**

- a. The ownership of files and data media which are produced by the Vendor, including intermediate files and media, shall immediately pass on to ASIAL10N.

## **9. Copyright**

- a. The Vendor hereby:
  - Transfers all copyrights in the translation and other Works to ASIAL10N.
  - Where such transfer is not possible under the laws of the country in which the Works are created, grants ASIAL10N the exclusive, freely transferable and unlimited right to utilize the Works for any purpose, including, without limitation, copying and publication in printed or electronic form, or any other media, adaptation and translation. The Vendor warrants that it and all its translators and authors shall perform all acts necessary to allow ASIAL10N or its assignees the unhindered utilization of the Works, and that they shall renounce, or agree not to exercise, any rights arising from the authorship in the Works.
- b. The Works shall include any ancillary or intermediate works created, in particular any glossaries of terms or similar compilations.

## **10. Confidentiality**

- a. The Vendor shall treat all documents and information obtained from ASIAL10N with strict confidentiality. It shall not make such documents and information available to independent third parties who are not bound by the agreements outlined below. The Vendor shall impose this confidentiality obligation on all its employees and subcontractors. These obligations also cover all documents, Works or information created in the fulfillment of any orders under the Agreement and all facts and orders of such orders.
- b. By agreeing to carry out the work specified on this Purchase Order, you signify that you will not, without the express written consent of ASIAL10N, solicit the trade of, engage in any business with, contact or communicate with any of ASIAL10N customers, clients, or prospective customers or clients in connection with the provision, directly or indirectly, of goods or services that compete with those provided by ASIAL10N.

## **11. Governing law and arbitration**

- a. The courts of Singapore shall be the sole jurisdiction. Governing law shall be the law of Singapore.