

# Terms and Conditions

## Our Guarantee

Glocalize Inc. offers explicit guarantees on quality and delivery dates.

If you are not satisfied with a job, we will provide another version as quickly as possible at our expense. If the second version is still unacceptable, you shall have the right to partial or total reimbursement. The conditions and procedures for contesting a job are described below.

If the delivery is late and the amount of the delay expressed in business days is more than one-third of the translation's total time budget expressed in business days (i.e. 33% late), and if the delay is directly and only the fault of Glocalize Inc., we shall reimburse up to 100% of the cost of the job.

## General Sales Conditions

These general sales conditions apply to all jobs carried out by Glocalize Inc. for its clients.

All translation requests must be accompanied by an order including the price established by the parties. This order must be sent to us by regular mail, email or fax; we reserve the right to refuse to start a job without an order.

Technical documents shall be accompanied by reference documents supplied by the client and/or drawings or diagrams that provide a better understanding of such documents.

The cost of a translation shall be calculated using a count of words in the source language unless otherwise previously established in writing.

In the event that a client cancels an order, all work already effected shall be billed at 100%, while work that is suspended shall be billed at 50%.

Unless otherwise specified, all invoices must be paid within five working days from the date they are issued.

Any late payment or failure to pay shall be cause for immediate collection of the entire amount due from the client, without previous notice or other formalities. Glocalize Inc. reserves the right to request interest calculated according to the official rate of the Banca d'Italia in effect as of the date that such late payment is made. Moreover, the client must reimburse any expenses Glocalize Inc. incurs to settle the case.

All work in progress and all orders in progress shall be suspended in the event of late payment.

Glocalize Inc. shall not be held liable for any reason whatsoever for translations that are not stylistically satisfactory. Particularly for advertising and promotional material, the services of Glocalize Inc. shall be limited to simple translation, unless expressly requested. Glocalize Inc. shall not be liable for drafting the translated text in, for example, an advertising style that is different from the source text. Our liability shall be limited to the amount of the invoice.

Complaints shall only be taken into consideration if received by registered mail with return receipt within seven days of delivery of the job(s) or part of the job(s). All complaints must be accompanied by the original documents, disputed translations, and a letter of explanation. Once the above time period has elapsed, the translation shall be considered correct.

In the event of an unsatisfied client where a complaint is made within the established deadlines, Glocalize Inc. agrees, at its own expense, to deliver an edited version of the disputed translation within a timeframe equal to one-third of that previously established for the job, plus one business day. This second document shall be used to judge the quality of the translation in order to establish the amount of reimbursement, at Glocalize Inc.'s own discretion.

Glocalize Inc. shall not be held liable for any delays caused by malfunctioning faxes, modems, email, and/or other mail or carriers, not directly controlled by Glocalize Inc.

In the event of late delivery where the time late is more than one-third of the established delivery time, and in the event that the delay is directly and solely attributable to Glocalize Inc., reimbursement shall be paid, be established between the parties, up to an amount of 100% of the job delivered late.

Defects present in one part of the translation shall not be grounds, for any reason whatsoever, for questioning the entire translation. Glocalize Inc. reserves the right to make modifications to the translation in such cases.

Only written agreements between the parties shall be taken into consideration. The Court of South Korea shall have jurisdiction for all disputes. In the event of failure to pay, all representation of partial or total reproduction of such translation shall be deemed illegal. Glocalize Inc. reserves the right to request immediate payment of the translation and compensation for copyright, where applicable, from a client who uses unpaid material.

## Liability

Glocalize Inc. and/or related suppliers do not acknowledge any guarantee or condition related to the services offered, including all implicit guarantees and conditions regarding salability, suitability for a particular purpose, ownership, and non-violation of third-party rights. Glocalize Inc. and/or related suppliers shall not be liable, for any reason whatsoever, for special, indirect, or consequential damages or for any other damages of any type resulting from the loss of rights to use, loss of information, or lost profits, whether they result from the performance of a contract, negligence, or other detrimental actions, deriving from or in some way connected with the services of Glocalize Inc.