



Standard Delivery Terms

For

Norwegiantrans ANS

VAT No: NO 988 023 612MVA

owned and managed by Roald Toskedal & Reidun Toskedal Pfoff + partners, hereinafter named "NT"

Terms revised Dec. 5, 2008

1. Scope:

NT fully understands their responsibility while giving guarantee of the highest quality of their translation, which shall be suitable for publication, except for graphics and formatting, unless this is agreed separately. Customer shall be responsible for providing the appropriate reference material for the job, such as all pertaining figures/photos, as well as any firmware terms, screen displays, or other documents referred to in the work document.

2. Quality:

In the event that the quality of NT's work is not satisfactory to Customer or to their client, NT pledges to do all the remedial work required as soon as possible at their own expense. NT understands that Customer reserves the right to deduct from the payment any costs incurred to remedy a faulty and/or only partial fulfillment of NT's assignment obligations. However, NT's liability for a faulty performance shall not exceed the total project fee agreed between Customer and NT.

3. Liability:

NT shall not be liable for any damages from shortcomings attributable their work. NT shall under no circumstance be liable for consequential damages, loss of profits, or losses due to delays. NT's liability shall never exceed the invoice amount of the product in question.

3.1 Ambiguities in the text to be translated shall release NT from any liability whatsoever.

No liability whatsoever shall be incurred by NT with respect to damage or loss of documents, data or data carriers provided by the Client. Nor shall any liability be incurred by NT with respect to costs and/or damages incurred as a result of the use of information technology and telecommunications media, the transportation or dispatch of data or data carriers, or the presence of computer viruses in any files or data carriers supplied by NT.

4. Client:

Provided Customer has disclosed the identity of their clients, NT shall never discuss with Customer's clients any terms of payment, nor shall NT accept any payment or instructions directly from them.

5. Confidentiality:

NT pledges to keep all the materials required to complete their assignments, supplied by Customer completely confidential, and return them to Customer at their own expense, unless specified otherwise. However, NT may use any texts translated as samples for their own marketing, provided they are rendered anonymous prior to publication, and upon prior, written permission from the Customer/Client.

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e-mail: post{at}norwegiantrans.com

Bank: Sparebanken Midt-Norge
Address: Søndre Berg 4
7467 Trondheim, Norway
Tel: +47 07300, Fax: +47 73 58 58 10
Bank e-mail: post{at}norwegiantrans.com

SWIFT Code: SPTRNO22XXX
Account no: 3460.12.12201
Acct. name: Norwegiantrans ANS
IBAN no: NO 3034601212201



6. Agency Relationship/fees:

NT is not an affiliate of Customer and is acting as an independent contractor. Therefore, NT's sole compensation will be the professional fees charged by NT for their services as stipulated by the formal contract (I.e. Purchase Order) between Customer and NT. However, if Customer requires extra services, such as administration of more than 20 files for translation, creation of query summaries, creation of glossaries or Translation Memories, and/or similar services, these services will have to be paid extra by Customer as agreed separately. NT understands that as a contractor, they shall not be obliged to accept any translation assignment, nor is Customer obligated to offer them any assignment. All assignments shall be initiated by separate, written Purchase Orders, issued by Customer and signed by both parties for each assignment, with fees agreed upon for each project.

7. Payment Terms:

Customer will pay NT's invoices in full within 30 calendar days following receipt of invoice, or within the following month at the latest. Unless Customer has made notice of any discrepancy in the invoice within 7 days following receipt, the invoice shall be regarded as accepted by Customer. A default interest on defaulted payments of 12.75% p.a. (in 2008) applies for each month started in delay, as well as a standard fee of NOK 52 for each payment reminder necessary.

8. Cancellation:

Cancellation fees shall apply if a commission is cancelled after work has commenced.

In the event of cancellation of the commission by Customer after it has been placed, Customer shall be liable for all work completed up to the cancellation date. Also for all other costs and expenses which may accrue as a result of such cancellation, in addition to 50% of the agreed fee based on the rate specified in the PO, unless otherwise agreed.

9. Liquidation / insolvency:

If Customer goes into liquidation (other than voluntary liquidation for the purposes of reconstruction) or has a Receiver appointed, or becomes insolvent, bankrupt, or enters into any arrangement with creditors, NT shall have the right to terminate the contract.

10. Copyright:

NT's work shall be considered their property until their invoice(s) for said work have been paid in full. NT does, however, not claim any copyright to the translations after the invoice(s) has been paid.

NT:

Løfallstrand, Norway,

Date: December 5, 2008

For Norwegiantrans ANS

Customer:

Location/date: _____

Country: _____

Customer Company Name: _____

Customer appointed repr. sign: _____

Reidun Toskedal Pfoff

- General Manager -

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