



ADVERTISING FOR TECHNOLOGY COMPANIES

Terms of Service

1 GENERAL

These general terms and conditions apply to all legal relationships between Aveo Advertising Agency ("the Agency") and the Client, and supersede any terms and conditions referred to, offered or relied on by the Client, unless the Agency specifically approves the application of such terms in writing.

2 QUOTATIONS

2.1 Quotations and estimates issued by the Agency are free of obligation.

2.2 The Agency may revoke quoted prices or terms of delivery if it has not had the opportunity to view the entire text to be translated prior to issuing the quotation. The Client's oral or written acceptance of the quotation submitted by the Agency shall constitute a contract.

2.3 The Agency may consider as a Client any person or entity that has placed an order with the Agency, unless said person or entity has explicitly stated that they are acting on behalf of a third party. In this case, the Client will provide the Agency with the name and address of the third party, in addition to the invoicing address, upon placing the order.

2.4 Any reasonable doubt on the part of the Agency about the Client's ability to pay shall entitle the Agency to request a deposit from the Client before executing the order.

3 CHANGES TO OR CANCELLATION OF ORDERS

3.1 Any major changes made by the Client to an order after the contract has been concluded shall entitle the Agency to either modify the quoted price and/or terms of delivery or to refuse to execute the order. In the latter case, the Client shall pay for the work already completed.

3.2 Cancellation of an order by the Client shall entitle the Agency to claim payment of any translation work already completed for that order. The Agency shall make the completed work available to the Client at the latter's request.

4 EXECUTION OF ORDERS, CONFIDENTIALITY

4.1 The Agency shall carry out orders to the best of its ability, utilizing the professional know-how necessary to meet the needs of the Client.

4.2 The Agency shall keep any information provided by the Client strictly confidential.

4.3 The Agency shall be entitled to hire freelance translators to execute the order without prejudice to the Agency's responsibility for the confidential treatment and proper execution of the same. The Agency shall require any third party involved in the execution of an order to keep confidential anything they may learn in the course of their duties.

4.4 The Client shall honour any request for information by the Agency about the content of the text to be translated to the best of his/her ability, as well as requests



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for documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the Client's expense and risk.

5 TERMS AND DATE OF DELIVERY

5.1 The Agency shall be entitled to deliver the final translation to the Client by the date and the time agreed upon in the order confirmation. Delivery dates are provisional, unless an explicit written agreement stipulates otherwise. The Agency shall notify the Client immediately if it perceives that it will be unable to meet an agreed delivery date.

5.2 If a fixed delivery date is specifically provided for in writing and the Agency fails to meet it for reasons other than matters beyond its control, and if the Client cannot reasonably be expected to brook any delay, the Client shall be entitled to cancel the contract. In such cases, however, the Agency shall not be liable to pay any damages whatsoever.

5.3 Delivery shall be deemed to have taken place the moment the text is sent by e-mail, post, fax, or courier.

5.4 Data sent by electronic mail shall be deemed to have been delivered as soon as the medium has confirmed sending the message.

5.5 The Client shall do his/her best to facilitate delivery of the product produced by the Agency under the contract. Any refusal to accept the Agency's product shall constitute default on the part of the Client, even if no explicit request for acceptance has been made.

6 PRICES AND PAYMENT

6.1 Prices are based on the initial word count estimate, unless agreed otherwise.

6.2 The Agency is entitled to charge a minimum fee of €15 for orders under 200 words

6.3 Quoted prices shall apply only to products conforming to agreed specifications.

6.4 The Agency shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than might reasonably have been foreseen upon conclusion of the contract. These additional costs could be the result of having to work with very unclear texts, for example, or faulty files or computer programs supplied by the Client. This list of examples is not exhaustive.

6.5 All prices are exclusive of the 25% VAT, which will be added to the net rate only in the event that the Client is a resident of Sweden.

6.6 The invoice will be sent via e-mail to coincide with delivery, and/or on request by post.

6.7 Payment for products supplied under the contract is due 30 days after the invoice date (or within any other term fixed by the Agency in writing).

6.8 Payment must be made in full – without any discount or suspension – in the currency invoiced. If payment is not made by the due date, the Client shall be in default – immediately and without notice of default being required – as well as owing 7% statutory interest on the invoice amount from the due date until full settlement.

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6.9 All transfer fees will be paid by the Client.

7 COMPLAINTS AND DISPUTES

7.1 If the Client has any complaints about the product supplied by the Agency, it shall submit them in writing as soon as possible, no later than 10 days after receiving the said product. Lodging a complaint shall not release the Client from its obligation to pay.

7.2 If no complaints are made within the term fixed in sub-clause 7.1, the product shall be deemed to have been fully accepted, and the Agency shall only act on complaints if it sees fit to do so. The modification of the translated text by the Agency at the Client's request shall in no way constitute an acknowledgement on the part of the Agency of having supplied an inferior product.

7.3 In the case of a valid complaint, the Agency shall be granted a reasonable period of time to improve or substitute the product. If the Agency cannot reasonably be expected to perform the required improvements or substitution, it may grant the Client a discount.

7.4 The Client's right to complain shall lapse if the Client has edited or he/she has hired others to edit the part or parts of the product concerned in the complaint.

8 LIABILITY, INDEMNITY

8.1 The Agency shall exclusively be liable for damage which derives directly and demonstrably from shortcomings attributable to the same. The Agency shall under no circumstance be liable for other forms of damage, such as consequential damage, loss of profits or losses due to delays. The Agency's liability shall never exceed the invoice amount of the product in question.

8.2 Ambiguity of the text to be translated shall release the Agency from any liability whatsoever.

8.3 No liability whatsoever shall be incurred by the Agency with respect to the damage or loss of documents, data or data carriers provided by the Client. Nor shall any liability be incurred by the Agency with respect to costs and/or damage 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 the Agency.

9 CANCELLATION

9.1 Any failure on the part of the Client to meet his/her obligations, as well as bankruptcy, a moratorium or liquidation of the Client's company, shall entitle the Agency to either cancel the contract (in part or in full) or postpone its execution without any claim to damages on the part of the Client. In such cases, the Agency shall also be entitled to demand immediate payment.

9.2 If the Agency should prove unable to meet its obligations due to circumstances beyond its reasonable control, it shall be entitled to cancel the contract without any liability for damages. Such circumstances include, but are not limited to: fire, accidents, illness, riots, war, transportation restrictions and



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delays, government measures, disruption of the services of Internet providers, and other instances of force majeure.

9.3 If the Agency is compelled by force majeure to discontinue the execution of the contract, the Client shall still pay for any work completed up until that moment.

10 LAW

10.1 The contract shall be deemed to have been made in Sweden and Swedish law shall be the proper law of the contract.