

General Terms and Conditions of Sale

1. DEFINITION

Seller

The provider of Services

Buyer

The party to whom Quotation is addressed

Services

All translation and linguistic services listed in Seller's website and any other specific services agreed upon by both Seller and Buyer

Quotation

An exact price determination for Services, and calculated based on confirmed conditions and complete materials provided by the Buyer, as a rule not subject to change

Estimate

An approximate price determination of goods or services, subject to change based on actual conditions and other circumstances, including modifications requested by the Buyer

Source Text

Any documents in any digital formats uploaded by Buyer when requesting a non-binding quote

2. QUOTATION AND ACCEPTANCE

2.1 A Quotation will be issued upon request of Buyer and made by Seller using the information and Source Text that Buyer provides.

2.2 If the Buyer fails to provide Source Text, Seller shall issue an Estimate and reserve the right to make adequate price adjustments in accordance with the actual word count of Source Text.

2.3 A Quotation constitutes Seller's offer to Buyer to enter into the agreement it describes, including, without limitation, to sell Services identified in such agreement and it shall be the complete and exclusive statement of such agreement.

2.4 Buyer shall accept the offer in writing or by the issuance to Seller of a purchase order or other acceptance document for the Services.

2.5 Any changes, additions, or modifications requested by Buyer after commencement of actual work shall be deemed outside the scope of Quotation and may result in additional charges, to be agreed upon by both parties in good faith.

3. PRICES

3.1 Unless otherwise specified by Seller, Seller's price for the Services set forth in written Quotation shall remain in effect for thirty (3) days after the date of Seller's written Quotation.

3.2 Seller reserves the right to revise the price of Services upon expiration of the prices' validity shown in the price list or in the Quotation.

3.3 No price reductions shall apply unless specifically agreed to in writing by the Seller.

4. PAYMENT

4.1 Terms and methods of payment applicable are Seller's regular terms or those specifically quoted to Buyer and specified hereunder.

4.2 Payment for Services is due on the date indicated in Quotation and/or in the invoice. All payments will be made in currency indicated in Quotation and/or in the invoice to the designated account of Seller.

4.3 Payments due will be made in cleared funds in full without any deduction unless otherwise agreed in writing with Seller.

4.4 In the event that Buyer fails to pay any due amount on the due date, the Seller may elect to claim interest and late fees on the overdue amount for the period of default.

5. LIMITED WARRANTY

5.1 Any quality issues concerning services delivered to Buyer by Seller must be reported in writing within a period of fifteen (15) days after delivery. If the Buyer fails to raise an issue within this time frame following delivery, the Seller's services shall be deemed as qualified.

5.2 No quality issues shall result in a discount and/or non-payment. Instead, any requested corrections or changes by Buyer shall be corrected by Seller at no expense, provided that they are minor errors and/or innocent mistakes made by Seller and/or Buyer.

6. USE OF AI TOOLS

6.1 The Seller, including its translators, linguists, and team members engaged in the performance of services under this Terms and Conditions, shall not utilize generative artificial intelligence tools. This prohibition is intended to safeguard personal data and to prevent any potential infringement of intellectual property rights.

6.2 Notwithstanding the foregoing, the Seller may use generative artificial intelligence tools if expressly requested in writing by the Buyer, and solely for the purposes specified by the Buyer.

7. DISCLAIMER

In all cases, the responsibility of Seller shall not exceed the total amount paid to Seller by Buyer for Services hereunder.

8. CONFIDENTIALITY

8.1 The obligation of confidentiality will start to apply at the time when Buyer request for Quotation from Seller.

8.2 Seller will, without the prior written consent of the disclosing party, divulge or communicate to third parties the confidential information of Buyer and shall not use the confidential information for any purpose other than the performance of Services under these Conditions.

9. CANCELLATION

In the event that Buyer decides to cancel or withdraw from the project prior to its completion date, then, in consideration of Seller's scheduling and/or performing said service(s) Buyer shall

pay Seller the portion of the project price listed in Quotation represented by the percentage of total service(s) performed, but in any event not less than 50% of said price.

10. FORCE MAJEURE

Neither Seller nor Buyer shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached these Terms and Conditions for failure or delay in fulfilling or performing any term of these Terms and Conditions to the extent, and for so long as, such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fire, floods, embargoes, war, acts of war (whether war be declared or not), acts of terrorism, insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God or acts, omissions or delays in acting by any governmental authority or the other party.

11. MISCELLANEOUS

10.1 The invalidity of any part of the provisions of General Terms and Conditions of Sale may not affect the validity of other conditions.

10.2 These Terms and Conditions are provided in English, but they can be translated into other languages by Buyer. In the event that there is any conflict in the interpretation of the different language versions of these Terms and Conditions, the English version shall prevail.

12. ADDITIONAL CONDITIONS

Individuals who wish to request a Quotation as private customers may apply special conditions.

13. APPLICABLE LAW

These Terms and Conditions of Sales are governed by Japanese law.

14. JURISDICTION

Seller and Buyer agree that any dispute related to the interpretation of these Terms and Conditions of Sales or services delivered in conformity to the Teams and Conditions of Sales laid down herein that is not amicably resolved shall be referred to the sole jurisdiction of the Chiba District Court.

It's not what you say, but how you say it!