

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 calculated based on confirmed conditions and complete materials provided by the Buyer, which is, as a rule, not subject to change

Estimate

An approximate price determination for 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/provided by Buyer when requesting a non-binding quote

2. QUOTATION AND ACCEPTANCE

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

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

2.3 A Quotation constitutes the Seller's offer to the 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 The Buyer shall accept the offer in writing or by the issuance to the Seller of a purchase order or other acceptance document for the Services.

2.5 Any changes, additions, or modifications requested by the Buyer after commencement of actual work shall be deemed outside the scope of the 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 the Seller, the price for the Services set forth in the written Quotation shall remain in effect for thirty (30) days after the date of the Quotation.

3.2 The 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 to the Quotation are the Seller's regular terms or those specifically quoted to the Buyer.

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

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

4.4 In the event that the 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 the Buyer by the Seller must be reported in writing within (15) days after delivery.

5.2 No quality issues shall result in a discount or non-payment. Instead, any requested corrections or changes by the Buyer shall be corrected by the Seller at no expense, provided that they are minor errors and/or innocent mistakes made by the 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 hereunder, 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 for any and all claims arising from or in connection with the Services shall be limited to the whole amount of an invoice given by the Buyer to the Seller for the Services giving rise to the claim.

8. CONFIDENTIALITY

8.1 The obligation of confidentiality shall come into effect at the time when the Buyer requests a Quotation from the Seller.

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

9. CANCELLATION

In the event that the Buyer decides to cancel or withdraw from the project prior to its completion date, then, in consideration of the Seller's scheduling and/or performing said service(s), the Buyer shall pay the Seller the portion of the project price listed in the 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 the General Terms and Conditions of Sale for failure or delay in fulfilling or performing any term of these terms and conditions to the extent that, 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 the General Terms and Conditions of Sale may not affect the validity of other conditions.

10.2 These General Terms and Conditions of Sale are provided in English, but they can be translated into other languages by the Buyer. Likewise, the Seller may also provide versions in other languages. In the event that there is any conflict in the interpretation of the different language versions of the General Terms and Conditions of Sale, 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

The General Terms and Conditions of Sale are governed by Japanese law.

14. JURISDICTION

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