

Albany Chinese and Spanish

Quality Language Services since 1987 • Translation, Interpreting, Training

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Terms and Conditions for Language Services

NOTE: Buyer's authorization to begin a translation or interpreting job constitutes acceptance of these Terms and Conditions in their entirety.

AC&S has provided quality translations and interpreting services to hundreds of clients over nearly three decades without incident; however, we live in a changing world, and "good fences make good neighbors". The following terms are intended for the protection of both parties to the translation or interpreting transaction.

Word Counts.

The figure referenced in estimates is based on a good-faith attempt to anticipate the final count of an unfinished translation job (for target count estimates) or the number of Chinese characters in an original document. Unless original copy is provided in a machine-readable, editable electronic format for which text can be manipulated (plain text file, Word document, Excel spreadsheet), all word counts are **approximate**. PDF files do not constitute "editable" files unless accurate and complete text can be extracted. Estimates based on source counts are "not to exceed" the stated character count. These counts do tend to be slightly more expensive than a target word count upon completion. Final target-count charges are based on the final English word count by Microsoft Word (for target counts) at the stated per-word rate. Accuracy of up-front counts will vary depending on the type of character count provided, document type, and writing style of the author. AC&S will contact you if final count is anticipated to exceed this estimate by more than 10%.

Obligation for Payment.

All financial arrangements related to the completion of and payment for this translation or interpreting work are made by and between Albany Chinese and Spanish (Terry Thatcher Waltz, Ph.D.) and the company listed on this Estimate (the Buyer). The obligation of Buyer to render payment for work completed is in no way contingent on the acceptance or financial support of any third party, purchaser or end user of the translation product. Non-payment of resale fees by Buyer's client shall not constitute a valid reason for non-payment of amounts invoiced by AC&S. For cancellation of interpreting reservations, the AC&S cancellation policy shall apply with the exception of documented force majeure events.

Review and Corrections.

AC&S will undertake to make necessary substantive corrections to final written deliverables at no charge. Substantive corrections are defined as changes that directly impact the meaning of the translation. Author's alterations or changes that are non-substantive (style, word choice, format) may be made on a discretionary basis at an hourly rate of US\$100.

Dispute Resolution.

In the case of any disputes involving quality of translation or interpretation, a determination of acceptability shall be made by a mutually acceptable, professional, qualified, full-time translator or interpreter of the specific combination, native in English. AC&S shall have no financial responsibility if translation product is deemed of acceptable professional quality by this individual. In the case that AC&S work is deemed of unacceptable professional quality, liability by AC&S shall be limited to the amount billed to Buyer by AC&S.

Non-Compete.

AC&S warrants that it will not attempt to contact the specific end-user of this translation or interpreting service for a term of one (1) year following the date the final translation is delivered to the Buyer or the last day of the interpreting job. This non-compete is in effect ONLY if the end user is clearly identified to AC&S by Buyer during the translation process. AC&S shall be free to accept assignments of any kind, at any time, from this or any end-user of Buyer's translation services if such contact is initiated by the end-user and results from any published AC&S advertising, including but not limited to Web sites, direct marketing prior to date of service for Buyer, Facebook, Twitter, or other social media, attendance at professional or commercial events, and professional directory listings.

Payment terms: **30 days net** from invoice date by company check or money order.
A finance charge of 5% per month (compounded monthly) may be added to all balances not brought current within 30 days of invoice date.

