

TERMS AND CONDITIONS FOR EVERGREEN INTERPRETING & Translating SERVICES

Evergreen Interpreting & Translating Services and you, the Customer, agree that the terms and conditions shown below will apply to Evergreen Interpreting & Translating Services.

Use of Language Evergreen Interpreting & Translating Services constitutes acceptance of all these terms and conditions (sometimes referred to as the Agreement).

1. Charges and Payments - Charges for Evergreen Interpreting & Translating Services are set forth in the Pricing section of Evergreen Interpreting & Translating Services

2. Privacy of Information and Communications – Evergreen Interpreting & Translating Services will make reasonable efforts to ensure the privacy of Customer's information and communications.

3. Disclaimer of Warranty – EVERGREEN INTERPRETING & TRANSLATING SERVICES MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, ABOUT EVERGREEN INTERPRETING & TRANSLATING SERVICES, INCLUDING BUT NOT LIMITED TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF ANY INTERPRETATION OR TRANSLATION.

4. IN ACCORDANCE WITH THE UNDERSTANDINGS SET FORTH ABOVE, THE PARTIES AGREE AS FOLLOWS:

EVERGREEN INTERPRETING & TRANSLATING SERVICES ENTIRE LIABILITY FOR DAMAGES CAUSED BY DEFECT OR FAILURE OF EVERGREEN INTERPRETING & TRANSLATING SERVICES, OR ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL BE LIMITED TO A REFUND OF THE CHARGES FOR THE SERVICE WHICH GAVE RISE TO THE CLAIM.

EVERGREEN INTERPRETING & TRANSLATING SERVICES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT EVERGREEN INTERPRETING & TRANSLATING SERVICES HAD KNOWLEDGE, ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED.

5. Force Majeure – Evergreen Interpreting & Translating Services, its affiliates nor their respective successors shall be liable in any way for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond Evergreen Interpreting & Translating Services control, including but not limited to: fire, explosion, lightning, pest damage, power surges or failures, strikes or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, product or transportation facilities, fuel or energy shortages, acts or omissions of communications carriers, or any other cause beyond Evergreen Interpreting & Translating Services control whether or not similar to the foregoing.

6. Supplement, Modification or Waiver - Any supplement, modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of Evergreen Interpreting & Translating Services.

7. Severability - If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect.

8. GOVERNING LAW - The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Washington.

14. Complete and Final Agreement - This Agreement constitutes the complete and final agreement between the parties with respect to its subject matter and supersedes all prior oral or written understandings or statements. Terms and conditions on any Customer order form are expressly rejected and shall have no effect notwithstanding Evergreen Interpreting & Translating Services acceptance or use of any such form.

Evergreen Interpreting & Translating Services
All rights reserved

I have read and accept The Terms and Conditions for Evergreen Interpreting & Translating Services