

## **Shell Enterprises / Translation-24-7**

### **Limitations on warranties and/or guarantees**

#### **No warranties or guarantees are provided**

All documents, translations, forms, filings, copies, certifications, apostilles, applications, or work performed by Shell Enterprises or any subcontractor are provided "as is" without any representations or warranties, express or implied. Shell Enterprises makes no representations or warranties in relation to any work performed, including the accuracy of translations as individual interpretation, dialects, slang, or other terms may be interpreted or translated differently than were originally intended. This includes all documents prepared by, managed by, processed by, or handled by Shell Enterprises. Customers of Shell Enterprises understand that they are responsible for identifying any inaccuracies, errors, or omissions when they accept the documentation or delivery of services from Shell Enterprises and that the customer completes their evaluation within a reasonable period of time generally limited to 30 days. Shell Enterprises shall correct any mistakes, errors, or omissions identified by the customer at no additional costs to the customer, unless costs are incurred for copying, certification, filing, or unexpected fees from organizations or other parties not affiliated with Shell Enterprises.

#### **Limitations of liability**

Shell Enterprises will not be liable to you (whether under the law of contract, the law of torts or otherwise) in relation to documents, translations, forms, filings, copies, certifications, apostilles, applications, or work performed by Shell Enterprises or any subcontractor.

- Costs beyond which you have paid for, including document translation, preparation, copying, or shipping/mailing, or any services provided by Shell Enterprises that you paid for; or
- For any inaccuracies in translations, delays in processing, delays in delivery, missing documents, or inaccurate filings; or
- for any indirect, special or consequential loss; or
- for any business losses, loss of revenue, income, profits or anticipated savings, loss of contracts or business relationships, loss of reputation or goodwill, or loss or corruption of information or data.

These limitations of liability apply even if Shell Enterprises has been expressly advised of the potential loss.

#### **Exceptions**

Nothing in this disclaimer will exclude or limit any warranty implied by law that it would be unlawful to exclude or limit; and nothing in this website disclaimer will

exclude or limit Shell Enterprises liability in respect of any:

- death or personal injury caused by Shell Enterprises negligence;
- fraud or fraudulent misrepresentation on the part of Shell Enterprises; or
- matter which it would be illegal or unlawful for Shell Enterprises to exclude or limit, or to attempt or purport to exclude or limit, its liability.

### **Reasonableness**

By using services provided by Shell Enterprises or any of their contractors, sub contractors, or other related business entities, you agree that the exclusions and limitations of liability set out in this disclaimer are reasonable.

If you do not think they are reasonable, you must not use their services.

### **Other parties**

You accept that, as a limited liability entity, Shell Enterprises has an interest in limiting the personal liability of its officers and employees. You agree that you will not bring any claim personally against Shell Enterprises officers or employees in respect of any losses you suffer in connection with translation services, forms, filings, copies, certifications, apostilles, or other related work performed by Shell Enterprises.

Without prejudice to the foregoing paragraph, you agree that the limitations of warranties and liability set out in this disclaimer will protect officers, employees, agents, subsidiaries, successors, assigns and sub-contractors.

### **Unenforceable provisions**

If any provision of this disclaimer is, or is found to be, unenforceable under applicable law, that will not affect the enforceability of the other provisions of this website disclaimer.

### **Alternative Dispute Resolution / Arbitration**

All claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the state of Maryland. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator assigned by Shell Enterprises and shall include a written record of the arbitration hearing. An award of arbitration may be confirmed in a court of competent jurisdiction.

