



Caption Scriber

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[www.captionscriber.com](http://www.captionscriber.com)

Unless otherwise stated, the Charges shall be expressed in US dollars (USD) and Kenyan Shillings and are exclusive of value added tax and any other tax or duty. Caption Scriber shall invoice the Client for all appropriate taxes and expenses which Caption Scriber is liable to collect.

Charges shall be calculated based on Caption Scriber's relevant Translation charge per 1000 words (and otherwise as set out in the Order). Caption Scriber shall invoice the Client for the Charges upon completion of the translation. Where a translation is being completed in stages and/or over a period of 60 days or more, Caption Scriber reserves the right to invoice the Client upon completion of each stage of the work, or at monthly intervals.

The Client shall pay the Charges within 10 days of the date of the invoice (Due Date), in full and cleared funds to a bank account nominated in writing by Caption Scriber.

The Client shall pay the Charges in full without any deduction or withholding except as required by law and The Client shall not be entitled to assert any credit, set-off, or counterclaim against Caption Scriber in order to justify withholding payment of the Charges in whole or in part.

Time for payment of the Charges shall be of the essence in the Contract. Without limiting any other right or remedy of Caption Scriber, if The Client fails to make payment of the Charges by the Due Date, Caption Scriber shall have the right to charge interest on the overdue amount at the rate of 2% per month accruing from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment, and compounding quarterly. Caption Scriber shall be entitled to suspend further work both on the same Order and on any other Orders without any prejudice to any other rights it may have.

If the Charges remain outstanding for over 120 days after the Due Date, Caption Scriber reserves the right to immediately commence legal proceedings in order to recover the Charges, administrative fees, and interest incurred, and it shall also seek to recover the costs of those proceedings from The Client.

Discounts agreed in the Contract are only applicable if the Charges are paid by Due Date and shall not apply thereafter.

Cancellation: If for any reason The Client cancels or reduces the scope of an Order, the Client shall pay the applicable Charges in full, unless otherwise agreed in advance. If The Client suspends or postpones an Order, the Charges will be calculated and payable for the Translation completed up to the date of suspension or postponement and for all other costs and expenses which may occur as a result of such suspension.

Any termination of the Contract shall not prejudice any rights or remedies which may have accrued to either party.