

GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES

Interlinguae s.r.l.

Headquarters: Strada Felice Cavallotti, 28, 43121 Parma, ITALY - P.IVA: 01727830349

The following General Terms provide a background framework to any Offer submitted by Interlinguae and any Order by the Client.

The terms and conditions governing a specific assignment shall be detailed in the specific Order agreed between the Client and Interlinguae. The terms of the Order constitute the Special Terms and prevail over these General Terms.

No part of any numbered clause in these General Terms shall be read separately from any other part. Section headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

The quality procedures referred to comply with Interlinguae ISO 9001:2008 quality management system, the International standard ISO 17100 "Translation services" and the Italian standard UNI 10574 for companies supplying interpreting services.

1. Scope and Description of the Services supplied

TRANSLATIONS:

- in all the main European and extra-European language combinations
- legalized and notarized translations of documents

INTERPRETING:

- liaison interpreting for business meetings and exhibitions
- simultaneous, consecutive and whispered interpreting (*chuchotage*) for congresses, press conferences, corporate meetings

LOCALIZATION:

- software
- web pages

TECHNICAL MULTILINGUAL DOCUMENTATION AND COPYWRITING :

- Complete management of multilingual technical documents and handbooks
- Desk Top Publishing, page design and layout

LANGUAGE TRAINING AND COURSES:

- Language courses – principally for Italian, English, French, German, Spanish, as second languages for individuals, professionals and companies. Bespoke and corporate courses.

OTHER SERVICES:

INTERLINGVAE srl
Strada F. Cavallotti, 28
43121 Parma – ITALY
Tel. +39 0521 1841150 - 0521 503353
info@interlinguae.it
P.IVA 01727830349
R.E.A. PR n° 175377 - Cap. Soc. € 10.200,00 i.v.

Unità Locale:
Via Gramsci, 27
43036 Fidenza – PR –
Tel. +39 0524 754624
info.fidenza@interlinguae.it

- Creation of off-line and on-line glossaries and terminological data bases
- Copywriting, transcriptions, proofreading, revisions of translations, social and cultural adaptation of texts.
- Supply of technical equipment for simultaneous interpreting.

2. DEFINITIONS

Translation

Faithful written transposition from a text into another language while keeping intact its meaning and its original textual and non-textual features.

In the present General Terms this term covers also preparation of the translation itself, terminology research and any other translation related task, such as reviews, revising, editing, etc., which calls upon the translation skills of translators, revisers and reviewer, as specified in ISO 17100.

It does **not** cover or mean copywriting or adaptation.

Interpreting

Faithful oral transposition of information from a source language to a target language.

Liaison interpreting

Interpreting for business meetings, carried out without the aid of technical equipment such as interpreting booths, headphones, microphones, etc.

Simultaneous interpreting

Real “simultaneous” interpreting, carried out with the aid of technical equipment, such as interpreting booths, headphones, microphones, switchboard, etc., normally used for an audience.

“Whispered” interpreting

Real “simultaneous” interpreting, carried out without the aid of technical equipment, but “whispered” in the ear of a foreign language speaker generally during a congress or a meeting.

Consecutive Interpreting

Interpreting for public speeches, press conferences and similar events, where the interpreters take quick and abridged notes of official speeches at the end of which they will orally and immediately translate for an audience or the public.

Order

The form issued by Interlinguae and sent to the Client called “Offer Form/Confirmation of Order” that contains and details all the terms and conditions regarding the specific services required by the Client and that the Client shall sign and send back to Interlinguae as proof of acceptance and assignment of order. The Order may also be a written notice detailing all the above. (see Clause 3.1)

Contract

Hereunder, it is a synonym of “Order”.

Contract parties or the “parties”

Interlinguae and the Client.

The parties each appoint one person authorised to receive all communications concerning the contractual agreement or order. Said persons will act as the direct points of contact for their counterparts. The replacement of any contract party, for any reason, must be notified to the other party as soon as possible and in any case before the signature of the Order.

Client

The party commissioning a service as described above in the normal course of business. The Client may be a commercial entity, a legal institution or a private individual.

3. SUPPLY OF THE SERVICES

Interlinguae accepts orders for the provision of services only on the basis of a written contract as described in the Definitions and on the basis of these General Terms and Conditions. Interlinguae can accept orders only when and where all necessary technical, human and general resources are available. Interlinguae chooses and appoints its providers and suppliers according to the specific procedures explained in Interlinguae Quality Manual.

By availing of Interlinguae services, the CLIENT declares that they fully understand and accept these terms and conditions, without reservations, and consequently waive the use of any different or contrary condition, including their own purchase terms and conditions. Special or different conditions can be agreed upon and stated in the Order.

3.1 Order of the service(s): Before providing any service, Interlinguae sends the Client an Offer containing all the information necessary to carry out the service. The Client must check it and add or change any information regarding the service, sign it for acceptance and order, then send it back to Interlinguae via e-mail or fax. In any case, the Client must send Interlinguae a written formal acceptance of the offer with all the relevant information. The service cannot be deemed to be confirmed and therefore Interlinguae will not start with the performance of such service, before receiving the Client's formal acceptance and the advance payment as indicated in the Offer. If the Client makes any amendment or change to the Order, Interlinguae shall issue a new Order which will take into consideration the Client's amendments and which will contain new prices, terms and conditions. Possible references, order numbers, descriptions or anything else the Client requires to be added in his/her invoice will have to be added in the Order Form or in the written acceptance of the offer.

3.2 Client's Obligations

The Client undertakes to provide Interlinguae with all information concerning the service required, in particular for translation services, the final use of the text, deadline, delivery method, technical terminology to be used, and any reference material that may be useful in translating the text or supplying the service.

4. TRANSLATION SERVICES

As indicated in Clause 2 hereunder, translation consists in the mere and faithful transposition of a text into another language, while preserving its original quality and characteristics. Text corrections and interpretations

of meaning not necessary or essential for the purposes of a good translation are considered creative interventions, and therefore outside the scope of the translation. See also Clause 4.4 hereunder.

4.1 – Technical texts : Every technical text should be accompanied by drawings or pictures that help improve comprehension, understanding and interpretation of the document. For the coherence of the translation and the terminology used, partial texts taken from a larger corpus or text can only be translated if accompanied by the whole text, even if this need not be translated or has already been translated. In this case, the Client shall send Interlinguae the full texts in the source language and the already translated parts in the target language. As regards technical terminology, please consider Clause 4.5 hereunder.

4.2 – Use and Style : For the correct estimate of the service, the Client should clearly state the final usage of the translation with a view to its possible publication or divulgation.

Any request for journalistic style or writing style should be specifically requested in the Order Form and may involve an extra cost.

4.3 Translations for publication: the Client must inform Interlinguae whether the text will be printed or used for publication before submitting the Order. Interlinguae will plan and carry out particularly accurate checks and revisions of the texts. In addition, Interlinguae will offer a proofreading service that can be carried out after the text has been type-set by the printer, copied into other files, or transformed with different software, so as to make sure that no possible mistakes made by others while handling different languages, formats, software programs are introduced. After proofreading these drafts or texts, Interlinguae will give its approval for the final printing of the correct text. This service is not included in the normal translation service and therefore it has to be agreed upon in writing by the parties.

4.4 Amendments, changes and additions: Any amendments, changes, additions or integrations to the translations that were not provided for in the Order Form, need to be agreed upon and detailed in an Order Form signed by the parties. Before accepting the changes, Interlinguae will re-examine the feasibility of the new service as regards resources and time required.

Interlinguae shall not be in any way liable for amendments made by the Client or other parties without Interlinguae's approval in writing.

4.5 Terminology of the text to be translated:

Interlinguae will carefully abide by specific terminology supplied by the Client by means of reference documents, glossaries or on the indication of specified websites. In addition, Interlinguae will gather all possible terminological information and will create a dedicated glossary for every client for its own internal usage.

Interlinguae will not be deemed responsible for possible terminological discrepancies if the Client fails to provide reference material, information or explanations regarding the text to be translated, its style guide, or its special language terms and expressions.

Terminological research or creation of glossaries or translation memories specifically required by the Client will be agreed upon by both parties and detailed in the Order.

4.6 Intellectual Property or Copyright:

If not otherwise agreed, all the rights regarding the contents and services provided by Interlinguae are reserved to the same.

Glossaries and translation memories created by Interlinguae for the purposes of carrying out the services required by the Client and guaranteeing coherence and terminological consistency shall remain the exclusive property of Interlinguae and shall be subject to and determined by copyright and intellectual property regulations.

Such glossaries, memories or databases can, however, be the subject of specific agreements with the Client. If the Client requires their own off-line or on-line glossary or database as a specific and paid for service, the parties will agree on the possible transfer of the intellectual property.

4.7 Where the translation is subsequently printed for distribution, the Client shall acknowledge Interlinguae's work by the following statement: "Translation completed by *Interlinguae srl*, www.interlinguae.it", which shall be printed on the rear cover and/or on the inside of the cover of the book or magazine .

5. INTERPRETING SERVICES

These are carried out on the basis of the terms defined in Clause 2 (Definitions) and Clause 3 (Supply of the services) above.

At the conclusion of the service, Interlinguae will contact the Client in order to verify whether they were satisfied with the service, if everything - particularly the duration - was in compliance with what was previously agreed. The Client's feedback will be registered in the End of Service Form. If there are changes or discrepancies between the service agreed upon and the service actually provided, the Order will be amended.

5.1 – Services carried out on the Client's premises

Any service to be carried out on the Client's premises or his/her appointees' , for instance interpreting, assignment as provisional daily in-house translator, language or technical assistant, phone-interpreting, or any other service on the Client's premises or in a place designated by the Client) must be detailed in the Order. Interlinguae's staff must not be asked to perform a different job from that which has been specified and required in the Order. This may include, but will not be limited to, the Client demanding an interpreter provided by Interlinguae to carry out translations of written texts, if it has not been specified in the Order.

Interlinguae shall not be deemed responsible for written or oral translations carried out by interpreters appointed solely for an interpreting service.

If the Client requires any further information regarding Interlinguae services indicated in Clause 1 above, they shall directly address the Interlinguae office by phone or e-mail.

6. FEES

Fees, unit and total prices and payment terms, as well as possible extra charges, discounts or special conditions agreed separately with the Client, are indicated in the Order.

Fees applied are the ones in force on the day of the Order and are valid as specified in the Order itself.

Translations can be calculated by the word, page or character. If the Client does not specify any special unit, Interlinguae will apply its standard unit, which is clearly specified in the Order. The evaluation and calculation of the length of the text is done on the basis of the source language. Unless otherwise agreed, a theoretical coefficient, as recognised by the profession, which varies on the basis of the specific language combination, is applied, so as to calculate the length of the target text or translation.

If the text does not allow an automatic counting with IT tools, a variation of $\pm 5\%$ from the estimated length may occur, but will neither be added to nor discounted from the Order.

Minimum charges will apply and are detailed in the Order.

Urgent texts and services to be delivered or provided within 48 hours or before the date agreed in the Order will be subject to an extra charge.

7 – PAYMENTS

Overseas Clients, as well as new Clients with whom no written agreement for the provision of services on a regular basis has been entered yet, shall pay the services immediately upon the Order being received. As regards the supply of equipment for simultaneous interpreting, any Client is required to pay such equipment in full on the day of the Order, as well as 50% of the interpreting service.

For any other service above € 1000 or £ 800, an advance payment equal to 50 % of the Order value shall be required.

INTERLINGUAE owns its services until they have been paid for in full.

INTERLINGUAE reserves the right to suspend or cancel the Orders being performed, if any payment from the Client due under the terms agreed has not been received or Interlinguae is with just cause concerned that and such payment cannot be effected or recovered.

Any amount due to INTERLINGUAE which is not paid on the agreed date will give Interlinguae the right to apply delay charges of 1,5% for every month of delay, without this in any way interfering with Interlinguae's right to seek immediate legal recovery of the full amount due on behalf of the Client.

8 – CANCELLATION AND FRUSTRATION

8.1 If a service is commissioned and subsequently cancelled, reduced in scope or frustrated by an act or omission on the part of the Client or any third party, the Client shall, except in the circumstances described in Clause 8.3, pay Interlinguae the full contract sum unless otherwise agreed in advance.

The work completed shall be made available to the Client.

8.2 If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction), has a Receiver appointed, or otherwise becomes insolvent, bankrupt or enters into any arrangement with creditors, Interlinguae shall have the right to terminate a contract.

8.3 Neither Interlinguae nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party.

Interlinguae shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice Interlinguae's ability to comply with the terms of the Order, and assist the Client as far as reasonably practical to identify an alternative solution.

9. PROFESSIONAL CONDUCT

Services shall be carried out by Interlinguae using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Federlingue association of Milan, of which Interlinguae is a member.

10. INSURANCE

As a further guarantee for its quality services, Interlinguae has a specific, professional insurance for Translation and Interpreting Companies. The Client may ask for a copy of this policy.

11. CONFIDENTIALITY AND SECRECY:

Interlinguae must keep confidential all facts, information, knowledge and documents that come to its attention or are communicated to same by the Client by virtue of this contract. Interlinguae shall require from its employees, translators, interpreters and providers the subscription of confidentiality and privacy agreements covering both its own and the Clients' information.

Similarly, the Client must keep confidential all facts, information, knowledge and documents that come to their attention or are communicated to same by the Supplier by virtue of this contract. More specifically, they shall not inform others – nor shall Interlinguae's providers themselves - about Interlinguae's fees or rates, or about the special terms and conditions they have agreed with Interlinguae.

Unless a statement to the contrary is made by the Client, upon completion of the task the documentation provided by the latter to Interlinguae shall be stored solely for archiving purposes according to the requirements specified in Interlinguae's Quality Manual, which is normally for at least six months.

12. IT SECURITY

Interlinguae must undertake all necessary measures to protect all data and/or software against computer virus infections.

Interlinguae shall not be held liable for the infection of any electronic files sent to the Client as a result of the propagation of viruses or other forms of computer infections.

Similarly, the Client must undertake all necessary measures to protect all data and/or software against computer virus infections and provide Interlinguae with non-infected files.

13. CHECKS DURING THE PERFORMANCE OF THE SERVICES

The Client can ask Interlinguae for information about the service which is being performed or delivered. However, abstracts, excerpts or partial translations cannot be delivered prior to comprehensive revisions and final consistency checks throughout the text; among others, these checks may relate to and affect style and terminology.

As for interpreting services, the Client can carry out checks during the performance of the service by a person with qualifications at least equal to those of the interpreter(s) being checked. Complaints by persons with lower qualifications cannot be accepted.

14. COMPLAINTS: Any complaint by the Client in connection with a translation or interpreting service shall be notified in writing within ten days of the delivery of the translation or the performance of the interpreting service. After such time, Interlinguae is freed from all responsibility for any faults detected, or detectable, by way of due diligence

The payment for the service about which the client complains cannot be unilaterally suspended or deducted from the amounts to be paid to Interlinguae for other services.

15. EXCLUSION OF LIABILITY

INTERLINGUAE is obliged to provide “means” and it is expressly agreed between the parties that inaccuracies found in the translations cannot be taken as a pretext to complain about the service as a whole. INTERLINGUAE has the right to carry out possible corrections or improvements within the shortest delays/time.

Any inaccuracy claimed in translations carried out on an **urgent** basis (deliveries within 48 hours or before the dates agreed in the Order) will not be considered as a complaint under the terms of this agreement. Besides, Interlinguae cannot be held liable for urgent translations that are directly printed or published without any further checking, revision or proofreading.

Under no circumstances can Interlinguae’s liability exceed the cost of the service.

16. DISPUTES AND REFERENCE REGULATIONS

As regards any matter not expressly regulated by the above provisions, or if a dispute cannot be resolved amicably between the parties, the execution of this contract shall be governed as follows:

- a) by the Italian Civil Code and the court of jurisdiction shall be the Court of Parma, Italy, in case of orders made to Interlinguae Srl
- b) by the English Law and be subject to the exclusive jurisdiction of the English courts, in case of orders made to Interlinguae ltd.

15. WAIVER

No waiver or any breach of any condition in this document shall be considered as a waiver or any subsequent breach of the same or any other provision.