



## General Contract Terms and Conditions for language services

### Premises

These General Contract Terms and Conditions are a legally binding contract between the Client and MMW S.r.l. in relation to the provision of translation, localization, proofreading or creative writing services, interpreting and consultancy regarding globalization requested from MMW S.r.l. by the Client. In the event of any contrast or disagreement regarding any communication, proposal, contract, publicity material or agreements, these General Contract Terms and Conditions prevail. The Client implicitly accepts all the General Contract Terms and Conditions herein on sending Original Material (described below).

### 1. Definitions

- 1.1. "Translator" indicates MMW S.r.l.
- 1.2. "Client" indicates the physical or juridical person that stipulates this contract.
- 1.3. "Original Material" indicates any documents or other materials given to the Translator for the purposes of translation, localization, proofreading or creative writing, interpreting and consultancy regarding globalization according to these Contract Terms and Conditions.
- 1.4. "End Material" indicates the final translated version of the Original Material or the reports and statements regarding language consultancy services.

### 2. Rates

- 2.1. The contracted service will be carried out by the Translator and calculated according to the terms and rates set forth in the relative quote. The unit used for calculating translations is characters – including spaces – unless otherwise specifically agreed in writing. The unit used to count the characters is a page, which is calculated as containing 1,200 characters.
- 2.2. Offers and quotes in any form whatsoever are not to be considered binding for either the Translator or the Client unless otherwise specifically stated in writing and are valid for a maximum of thirty (30) days.
- 2.3. The Translator reserves the right to amend the prices and rates and/or the indications regarding completion set forth in any previous quotes on receiving and assessing the complete Original Material to be translated.
- 2.4. The Translator will inform the Client of any additional costs or changes to the completion date before commencing with the translation.

### 3. Quality of the service and the Original Material

- 3.1. MMW S.r.l. offers explicit guarantees on quality and completion dates. The Translator will carry out services according to its standard quality procedures, translating specialist terms according to their standard and usual meaning or to any glossaries previously approved by the Client.
- 3.2. All Original Material must be easy to read and forwarded to the Translator in the formats and time agreed on between the Translator and the Client.
- 3.3. Technical documents must be accompanied by reference documents and/or designs or plans provided by the Client to ensure they can be fully understood, and should also be supported by technical glossaries from the Client or other documents previously translated by the Client him/herself or another dependable person. The Translator shall not be held liable for any personal translations provided in relation to technical and special terms subsequently disputed by the Client if the Client did not provide precise written indications regarding the translation of such terms when the work in question was being assessed.
- 3.4. The Translator shall not be held liable for any delays in the completion of work due to missed, mistaken or delayed supply of the Original Material.
- 3.5. MMW S.r.l. may not under any circumstances be held liable for translations that the Client considers unsatisfactory in terms of style, as such objections are based on viewpoints that are entirely debatable and subjective. More specifically, as far as specialist translations are concerned, the services provided by MMW S.r.l. solely involve translation unless otherwise expressly requested. MMW S.r.l. is not required to write a text in a style that is different to the source text. Any complaints from the Client regarding a translation carried out by the MMW S.r.l. team will solely be taken into account if made within 8 days of completion of the work or part of the work in question to the purposes of Article 2226 of the Italian Civil Cassation, section II, dated 21 July 1989, n. 3476, whereby Clients are obliged to report faults and hidden faults to the provider of the service within eight days of discovering such, otherwise the right is forfeited. Every complaint must be accompanied by the original documents and disputed translations with a detailed and commented list from the Client reporting each controversial point in the translation. Once this period is over and in the case of complaints not accompanied by the relative comments, translations carried out by the Translator will be considered correct.
- 3.6. In the event of a Client being dissatisfied and therefore making a complaint by the established deadline, MMW S.r.l. undertakes to provide a new version of the disputed translation at its own cost and in a third of the time that has passed since the order was made plus 24 hours. This final document will be used to assess the quality of the translation and thereby establish, at the discretion of MMW S.r.l., the amount of any refund to be paid to the Client.

### 4. Changes or additions to the Original Material.

- 4.1. Any changes or additions to the Original Material must be given to the Translator with a clear indication of the amendments made and relative position with respect to the previous version.
- 4.2. The cost and time required for the inclusion of changes or additions to the Original Material in the final language of translations will be determined according to the amount and type of changes involved and the percentage of work already completed.
- 4.3. The Translator will provide the Client an estimate for the additional time and cost before making any changes or additions.

### 5. Corrections

- 5.1. The Translator will correct the following mistakes free of charge: completely mistaken translations, omissions, mistypes, grammatical errors, failures to comply with any approved glossaries.
- 5.2. The Client acknowledges that the Translator holds no responsibility or obligation for any mistakes in translations unless they are reported in writing within eight (8) days following consignment of the End Material to the Client.
- 5.3. The only obligation of the Translator regarding mistakes reported within this deadline is to correct the End Material free of charge.

### 6. Limitation of responsibility

- 6.1. The Translator shall not be held liable for any type of direct or indirect extraordinary damages or claims made to the Client from any third party regarding the services carried out by the Translator regardless of the subject or means of action or the fact that the damages are of a contractual or non-contractual nature or could have been foreseen by the Translator and despite that set forth in related offers and documents.
- 6.2. The Translator shall not be held liable for returning, the loss or damage of the Original Material. In the event of the Translator being given one-off or valuable material, the Client is required to take out an appropriate insurance policy to cover any damage that may be caused by the partial or total loss or destruction of such material.

### 7. Undertakings and guarantees

- 7.1. The Translator undertakes and guarantees to provide the service in question according to its standard quality procedures using all the technologies, tools and qualified staff at its disposal to ensure that the results comply with the quality standards set and generally applied by the Translator.
- 7.2. The Client undertakes and guarantees (a) that he/she owns or is fully authorized to use the Original Material and (b) that the translation of the Original Material and the publication, distribution, sale or other use of the End Material will not breach any author's rights, copyright or any other author's rights, trademark rights, patent rights or other exclusive rights held by another party.

### 8. Limitation of guarantee

- 8.1. The guarantees of the Translator set forth above replace any other express or implicit guarantee of marketability or suitability for a determined objective of the End Material.

8.2. The Translator does not guarantee that use of the End Material or information contained therein does not breach any trade secret, author's right, copyright, patent rights or any other exclusive rights held by others.

### 9. Termination of contract

- 9.1. In the event that the Client fails to fulfill his/her obligations, the Translator shall be entitled to terminate the contract and the Client shall be obliged to pay the amount agreed for the services completed at the time of termination of the contract and for all the activities underway.
- 9.2. In the event that the Translator fails to fulfill its obligations, the Client shall be entitled to terminate the contract and be obliged to pay the amount agreed for the services completed at the time of termination of the contract and for all the activities underway.
- 9.3. In the event that the contract is terminated, the Translator shall be obliged to return the Original Material and information provided to the Client, as well as all the material translated up to the time of the breach of contract.
- 9.4. The Translator shall be entitled to keep the Original Material and the End Material as a guarantee against payment of the entire amount due from the Client.
- 9.5. Neither of the parties shall be liable for delays or failure to fulfill obligations when such are caused by events and/or reasons of force majeure for which neither party is responsible.

### 10. Title and ownership

- 10.1. All the rights regarding the Original and End Material and any copyright, patent, technology and relative commercial secret are and remain the exclusive property of the Customer.
- 10.2. Despite this, the Customer acknowledges that the Translator is the sole and exclusive owner of every right regarding (a) inventions, methods, innovations, information, technologies, software and databases used for the translation of the Original Material and (b) inventions, methods, innovations, technologies, software and databases developed by the Translator while translating the Original Material, including any relative right or privation.

### 11. Confidentiality

- 11.1. The nature of the work carried out and any information forwarded by the Customer to the Translator will be treated with the utmost confidentiality.
- 11.2. The Translator may not publicly divulge nor forward such information to any other party without the written authorization of the Customer, with the exception of authorized collaborators or sub-contractors of the Translator whose work or consultancy makes the knowledge of such information necessary.
- 11.3. The guarantees set forth in this article do not apply if the Translator is required to provide such information by law or if such information is or becomes public domain without being divulged by the Translator.

### 12. Compensation

- 12.1. The Customer is required to compensate and indemnify the Translator, shareholders, managers, employees, collaborators, representatives, mandate holders and others with the same rights for any loss, damages or costs, including any legal costs, deriving or connected to any application or legal action concerning (a) work involved in this contract; (b) the Customer breaching any declarations and guarantees provided pursuant to this contract; (c) the production, publicizing, promotion, sale or distribution of any material by the Customer; (d) any taxes, charges, tributes, rates or similar cost set by the law or the Authorities for the production, publicity, promotion, use, importation, licensing or distribution of any material by the Customer; (e) any request for compensation for breaches of copyright, patents, industrial patents or other privation by the End Material.

### 13. Terms and methods of payment

- 13.1. Payments may be made in one of the following manners.
  - (a) In the absence of credit agreements between MMW S.r.l. and the Customer, payments must be made at the time the work order signed by the Customer is sent and according to that agreed and set forth in such work order.
  - (b) In the event that credit agreements have been made between MMW S.r.l. and the Customer, the Customer is required to pay MMW S.r.l. the amounts agreed and set forth in the work order signed by the Customer according to the terms agreed and set forth in such work order.
- 13.2. In the event of delayed payments or failure to settle payments according to the terms and deadlines agreed and set forth in the work order signed by the Customer, MMW S.r.l. may consider the contract terminated due to the fault of the Customer.
- 13.3. Defaulting Customers are required to pay MMW S.r.l. the following amounts as a penalty for delayed payments or for failing to settle payment without further delay or the need for bringing about a default action:
  - (a) the entire amount due for the services provided by MMW S.r.l.;
  - (b) the interest for delayed payment of the amount due at the rate set by the Central European Bank increased by seven percentage points;
  - (c) the costs sustained by MMW S.r.l. to recover the amounts not paid promptly;
  - (d) any additional damages caused to MMW S.r.l. by due to delay or failure to pay.

13.4. Fees are shown excluding VAT, which must be applied according to current rates.

### 14. Force Majeure

In the event that the Translator is unable to fulfill the commitment made due to force majeure, the Translator will inform the Customer within five working days after confirming the work order, thereby ensuring that it is not held responsible for defaulting.

### 15. Cancellation

15.1. In the event that a Customer cancels a job given to the Translator, he/she is required to pay a penalty of 50% of the overall cost of the job or a forfeit sum established by the parties to cover any research or feasibility study already carried out. Any work already completed will be invoiced fully whereas the remaining work will be invoiced at 50%. Any translation work already completed will be forwarded to the Customer.

### 16. Applicable Forum

The above General Conditions are subjected to Italian Law and the parties agree that the applicable Forum shall be the Rome Courts of Law. Pursuant to Articles 1341 and 1342 of the Italian Law, the Customer expressly declares acceptance of all the clauses in this Contract.

Read and signed by the parties in \_\_\_\_\_ on \_\_\_\_\_

Signed  
THE TRANSLATOR  
MMW S.r.l.