



GENERAL CONDITIONS – SUPPLY OF TRANSLATION SERVICES

Foreword.

These General Conditions constitute a legally binding contract between the Client and SB Traduzioni and refer to the supply of translation services as agreed between the Client and SB Traduzioni. The General Conditions will prevail in the event of any dispute or disagreement regarding any communication, proposal, contract, promotional material or other agreements.

1. Definitions

- 1.1. "Supply" means and refers to SB Traduzioni.
- 1.2. "Client" means the person, firm or corporate body signing this contract.
- 1.3. "Source Material" means documents and other materials, supplied to SB Traduzioni, pursuant to the translation service.
- 1.4. "Delivered Material" means the final translated version of the Source Material.

2. Purpose of the Contract

Translation services consist in the mere and faithful presentation of a text in another language, maintaining the quality and characteristics of the source document. Corrections to texts and interpretation of meanings that are not essential in order to achieve a high standard translation are classified as creative interventions on a text, and not consistent with translation services.

3. Confidentiality

- 3.1. The nature of the work performed and all information supplied to the Supplier by the Client will be classified as highly confidential.
- 3.2. The Supplier shall not, without the prior consent of the Client, divulge or disclose such information to the public or any third parties, except to the Supplier's authorised subcontractors who need to consult such information to perform the required services.
- 3.3. This provision shall not be applicable in all cases where the Supplier is obliged by law to disclose such information, or to the extent where the same is, or becomes, a matter of public knowledge, other than by disclosure by the Supplier.

4. Source Material and Delivered Material

- 4.1. All Source Material must be clearly legible and provided to the Supplier in the formats and within the deadlines agreed between the Client and the Supplier.
- 4.2. On assigning the work, the Client is required to indicate the intended usage of the translation (i.e.: translation for internal use, for marketing purposes etc.); this is to ensure that the service is performed to the sufficient standard to suit the Client's requirements. If the Client does not disclose the purpose of the translation, SB Traduzioni shall perform the translation at its own discretion according to the information available, assessing the characteristics, content, further to the formatting and editing required.
- 4.3 Any portions of the text to be exempted from translation, must be clearly highlighted. Unless clear instructions are provided, SB Traduzioni will translate the entire text.
- 4.4. The Supplier will supply the service to the best of its ability using standard quality procedures, translating the specialised sector terms using the most common and conventional terms, or using any glossaries approved by the Client beforehand. Where possible, all technical texts should be accompanied by reference documents supplied by the Client and/or drawings and images that provide for better comprehension of the same; Clients are also requested to supply technical glossaries or texts previously translated by the Client or others appointed to the same. The Supplier shall not be liable for any general translations with regards to any technical and particular terms, disputed by the Client, if the Client has not provided the Supplier precise indications regarding their preferred terminology during the job evaluation phase.
- 4.5. The Supplier will not be liable for any delays in deliveries due to incorrect, late or lack of supply of the Source Material.
- 4.6. SB Traduzioni cannot be held responsible for translations that do not meet the Client's stylistic standards as these evaluations are based on debatable and subjective preferences. In particular, the services provided by SB Traduzioni with regard to specialised translations, imply the standard translation of the same unless otherwise requested. SB Traduzioni is not required to translate a text in a different style compared to the source material.
- 4.7. Claims by Clients regarding a translation delivered by SB Traduzioni will only and exclusively be reviewed if received within 30 days from the date the work, or part of the work was delivered. All claims must be accompanied by the source documents and the disputed translation, with a detailed report by the Client stating each and every one of the alleged errors or omissions in the delivered document. After this deadline, the Client shall be deemed to have accepted and approved the services if no comments and reports are sent with any claims.
- 4.8. If a Client is dissatisfied with the service, and forwards a complaint at the said terms and conditions, SB Traduzioni undertakes to redeliver a new version of the disputed translation without charging the Client. This latter document shall be used to assess the quality of the translation and establish, at the full discretion of SB Traduzioni, if any reimbursements are due to the Client, which will in any case be no higher than the amount paid for the service in question.
- 4.9. The Supplier is under no circumstances liable for any Delivered Material amended by the Client after Delivery, unless such amendments are sent to SB Traduzioni for approval.

5. Liability limits

- 5.1. The Supplier is under no circumstance liable for any direct or indirect extraordinary damage, or claims made against the Client by other third parties, pursuant to the services provided by SB Traduzioni, whatever the subject or nature of the action or whether it is of a contract or non-contract nature, or whether it can be foreseen by the Supplier, regardless of what foreseen by the proposals and related documents.

6. Statements and guarantees.

- 6.1. The Supplier hereby declares and guarantees to supply translation services using its own quality standard procedures, and all the technologies, instruments and qualified staff at its disposal, in order to guarantee the quality standards normally proposed and applied by the Supplier.
- 6.2. The Client declares and guarantees a) that he/she is the owner or has free use of the Source Material and b) that the translation of the Source Material and the publication, distribution, sale or other use of the Delivered Material will not violate any copyrights relative to authors, trademarks, patents or other third party agreements.

7. Intellectual Property

All rights to the content and the services provided by the Supplier are due to the same. Any glossaries and/or translation memories generated by the Supplier to perform the services required by the Client remain the exclusive property of the Supplier and are subject to and governed by author and intellectual property copyright regulations.

8. Compensation

- 8.1. The Client undertakes to indemnify the Supplier against any losses, damages, costs or expenses, including any legal fees, related or connected to any legal action concerning a) violation by the Client of the statements and guarantees pursuant to this contract; b) any requests for compensation due to violation by the Delivered Material of any author, trademark, industrial patent or other third party copyrights.



-  Traduzioni
  Formazione
  Interpretariato
 Segreteria int.le
  Teleconferenza a tre
  Impaginazione grafica

9. Fees.

9.1. The unit of measure used is by line, i.e. 55 characters, by word or by page, i.e. 1,375 characters including spaces. The calculation of the text to be translated can be made on the Source Text or the Translated Text, according to the language combinations. When source documents are only available in hard copies or in protected formats, an estimate will be calculated which could however vary from the final calculation.

9.2. In the case of small translations, there is a minimum charge to cover operating expenses.

9.3. The prices indicated for translation services refer to text only, without interventions on graphic formats. *Editing, lay-out*, special paging or deliveries on particular supports will be charged for separately.

9.4. The translation of texts from one foreign language to another foreign language implies a surcharge that will be agreed with SB Traduzioni.

9.5. Particularly urgent translations, that imply overtime work i.e. evenings, nights or weekends, will be subject to a surcharge that will be agreed with SB Traduzioni. In urgent situations, and upon request by the Client, the same may receive the unrevised professional translation.

9.6. Translation services which consist in professional translations, lists of strings, single words, data base terms, paging and layouts, summaries with translations, transcriptions from electronic tapes etc., will be performed at the conditions agreed with SB Traduzioni.

9.7. The revision of draft copies will be calculated according to the time required.

9.8. All ancillary expenses for telephone calls, postal and express courier services etc will all be charged to the Client.

10. Delivery terms and procedures

10.1. Unless the parties agree on special delivery terms for the Delivered Material, it will be delivered within the time deemed necessary to supply a service to top workmanship standards.

10.2. The delivery term agreed between the parties is binding and will be calculated using work days only. If the Delivered Material is not supplied within the agreed deadline, the parties shall agree to a further suitable deadline; the Supplier will only be considered to have made a late delivery if this latter date is not complied with. This default by the Supplier entitles the Client to terminate the contract.

10.3. Unless otherwise requested by the Client, the Delivered Material and all other documents will be sent using standard procedures (e-mail, fax, etc).

11. Filing of translated texts

SB Traduzioni will electronically file and store all translated text for a period of 12 months. After this deadline, SB Traduzioni can not guarantee they can be retrieved.

12. IT security

The Supplier undertakes to take all necessary measures, pursuant to Italian Legislative Decree 196/03, to protect its data and/or software against contamination by viruses that circulate on the Internet. SB Traduzioni will not be held responsible for any contaminated materials sent to the Client due to systems being contaminated by viruses or other similar infections.

13. Termination of the contract

13.1. In the event that the Client withdraws from the contract without just cause, or does not fulfil his/her obligations, the Supplier shall be entitled to terminate the contract and the Client will be charged for the amount for the services completed at the time the contract is terminated and for all work in progress.

13.2. If the Supplier does not supply the service at the foreseen terms and conditions, the Client shall be entitled to terminate the contract and will be charged for the amount for the services completed at the time the contract is terminated and for all work in progress.

13.3. If the contract is terminated, the Supplier will be required to return all the Source Material and data to the Client, together with all the material translated before the date of such breach of contract.

13.4. The Supplier shall be entitled to withhold the Source Material and Delivered Material until the Client has paid all amounts due.

13.5. Neither party will be liable for delays or any breach of contract if the same depends on Force Majeure events and/or circumstances which are beyond the control of the parties.

14. Payment terms and conditions

14.1. The Client shall settle all invoices within the term of 30 days from invoice date. In the event of any late payment, SB Traduzioni will charge interest on arrears calculated using the official discount rate plus 3 bp, without notice due to the Client.

14.2. In the event that even one invoice is not settled, SB Traduzioni reserves the right to request immediate payment of the balance due by the Client for all other outstanding invoices, even if the same are not yet due; it also reserves the right to interrupt the orders in progress if payment is not made for works already completed.

14.3. Any verbal agreements must be subsequently validated in writing.

15. Final clauses Confidentiality and Informative Note: Italian Legislative Decree 196/03 – The Privacy Code.

15.1. Any clause which may become invalid or ineffective with regards to these General Conditions will not cause the remaining terms and conditions to be considered invalid or ineffective in any manner.

15.2. The processing of the Client's personal data will be performed by the Supplier using electronic means as foreseen by Italian L.D. 196/03. SB Traduzioni guarantees it will process all business relations with absolute confidentiality. No personal data will be disclosed to third parties and the Client is entitled to oppose their use at any time, with a written request to the Director of SB Traduzioni.

16. Governing law and jurisdiction

These General Conditions are governed by the Italian Law and in the event of a dispute concerning this contract, the parties mutually agree that the same is subject to the exclusive jurisdiction of the Court of Vicenza.

Client (Place, date, signature)

The Client hereby declares to specifically approve, pursuant to what foreseen by Art. 1341 and 1342 of the Italian Civil Code, the following clauses of this contract: Foreword; 1. (Definitions); 2. (Purpose of the Contract); 3. (Confidentiality); 4. (Source Material and Delivered Material); 5. (Liability limits); 6. (Statements and guarantees.); 7. (Intellectual Property); 8. (Compensation); 9. (Fees.); 10. (Delivery terms and procedures); 11. (Storage of translated texts); 12. (IT security); 13. (Termination of the contract); 14. (Payment terms and conditions); 15. (Final clauses); Confidentiality and Informative Note: Legislative Decree 196/03 – The Privacy Code. 16. (Governing law and jurisdiction);

Client (Place, date, signature)



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