

## GENERAL TERMS AND CONDITIONS

### 1. Introduction

These general terms and conditions will apply to all disputes and questions arising from a commercial relationship between VERSITALIE S.C.P., hereinafter the translation agency, and the client. This will be so unless other conditions are specifically agreed on.

The client accepts these conditions when he signs, stamps and returns the cost estimate prepared by VERSITALIE S.C.P.; this signed estimate constitutes formal acceptance of the job.

If any particular condition is not applicable for any reason, this will not affect the validity of the remaining conditions.

The general conditions usually applied by the client will not be valid unless specifically accepted in writing by the translation agency.

### 2. Work Order

The client formalises the work order by signing, stamping and sending the cost estimate by e-mail to the translation agency who must confirm its reception. The agency must have all materials necessary for completing the translation in hand at the very latest at the time the client sends the signed cost estimate. The translation agency will not be liable for any delays or errors in the work caused by incomplete, defective or confusing work orders.

The client agrees to inform the translation agency, at the latest when he formalises the work order, of all aspects necessary for carrying out the order, this includes, but is not limited to languages, terminology, final purpose, format, etc. If any of these matters significantly change the nature of order, they may also affect the price. If the client does not inform the translation agency of any significant issue, the client will not have right to any kind of compensation or discount resulting from, for example, the client's omitting to inform translation agency of the purpose of the translation and the translation not being suitable for it.

### 3. Modification/cancellation of the order

In the event of the client wishing to modify the order after formalising it, VERSITALIE S.C.P. reserves the right to modify in turn the delivery date and price. Any changes will be confirmed in writing.

The client is only entitled to cancel the order if the delivery date and its extension are exceeded without justification by an unreasonable period.

If the client cancels the order without justification, he shall be required to pay the full amount agreed or, failing that, the amount stipulated under these conditions. The cancellation request must be made in writing.

If the client is unable to keep his commitments, by reason of bankruptcy, liquidation or other reasons, he agrees to immediately inform VERSITALIE S.C.P. of the situation. VERSITALIE S.C.P. may immediately terminate all or any of the assignments and demand immediate payment.

### 4. Prices and fees

All prices and fees are not binding and are quoted in Euros, except where otherwise stated.

Prices are calculated per document, in words or by standard line (of 55 characters) as appropriate and shown in the budget.

Prices may vary according to the degree of difficulty, urgency, document format and other factors.

Prices and fees quoted do not include taxes unless otherwise stated.

## **5. Performing the order**

The order shall be carried out in accordance with the general principles of the profession.

All translations shall be complete, faithful to the original and of the highest possible quality.

VERSITALIE S.C.P. reserves the right at all times to hire third-party services to carry out an assignment without having to inform the client.

All contact between the client and the third party contracted by VERSITALIE S.C.P. must be approved by VERSITALIE S.C.P. and must be notified to the translation agency, whether the contact originates from the client or the third party.

The client is not authorized to contact the translator for matters relating to this order or any others for a period of two years.

## **6. Delivery date**

Delivery times are only binding after written confirmation by VERSITALIE S.C.P.

Any times quoted correspond to Spanish mainland time (GMT + 1).

If for any reason VERSITALIE S.C.P. cannot meet the deadline, the agency shall inform the client as soon as possible and agree on another. Delivery shall be deemed to have taken place when the job has been delivered to the agreed destination in the way agreed (physically or electronically).

A delivery will only be considered late when it is delayed by more than 24 hours and the client has demonstrably informed VERSITALIE S.C.P. of this by e-mail or telephone in sufficient time.

## **7. Liability and Insurance:**

VERSITALIE S.C.P. will only be liable for damage caused by its own direct and demonstrable negligence. VERSITALIE S.C.P.'s liability shall, in any case, be limited to the agreed amount for the order as shown on the cost estimate.

VERSITALIE S.C.P. is not liable for damage caused as a result of the translation agency's operations being forcibly interrupted, especially but not limited to causes of force majeure, natural disasters, traffic disruptions, strikes, riots, acts of terrorism, civil disturbance, failure of communications or data transmission and failures of our own or third party servers.

In such exceptional cases, VERSITALIE S.C.P. reserves the right to cancel the order in whole or in part.

The client warrants he holds all copyrights of the materials comprising the order.

VERSITALIE S.C.P. is not liable for any damages to third party copyright.

The client is solely responsible for the use he makes of the service or product provided by VERSITALIE S.C.P.

VERSITALIE S.C.P. accepts no liability for possible errors caused by ambiguous or defective wording of the original document supplied by the client.

VERSITALIE S.C.P. uses antivirus programs and firewalls to protect against possible cyber-attacks, but is not liable for damage caused to the client by possible transmission of viruses, worms, trojans, spyware, etc. The client is required to verify that the computer files are free from any virus or malicious code before they are sent to VERSITALIE S.C.P. and also undertakes to verify the cleanliness and integrity of computer files received from VERSITALIE S.C.P. before use. If the translation agency's computer systems are infected for reasons attributable to the client, VERSITALIE S.C.P. reserves the right to cancel the order in whole or in part.

Claims must be made within two months from the date of delivery of each order or any part of it. Any errors in the translation must be identified and based on evidence. If the claim is founded, VERSITALIE S.C.P. is required and authorized to correct the work.

Any modification to the product after delivery to the client cancels all VERSITALIE S.C.P.'s responsibility in this regard.

VERSITALIE S.C.P. is not liable for damages caused by the sale or transfer of the unrevised product or service to third parties.

VERSITALIE S.C.P. is not liable for damage caused by the deterioration or loss of information or documents received from the client.

The client is liable for any errors caused by mistakes in his own terminology.

The translation agency is not liable for damages caused by the sale or transfer of the unrevised product or service to third parties.

The client agrees to submit to the translation agency only copies of the data to be treated, under no circumstances (unless strictly necessary) will he send the original copies. The translation agency is not liable for damages caused by the deterioration or loss of information or documents received from the client.

The translation agency has a professional indemnity insurance against damage for a maximum of € 300,000 per claim and € 600,000 euros per year.

The following may be considered translation errors:

1. Grammar and spelling mistakes.
2. Parts of the texts that have not been translated.
3. Obviously erroneous translations.

**The following cannot be considered errors in a translation:**

1. Matters of style or taste.
2. Errors caused by ambiguity in the original text.
3. Differences in the terminology used (unless the client has given a list or clear indications on the matter).

## **8. Payment conditions and fees**

The invoice will be issued and delivered to the customer at the conclusion of the assignment unless expressly agreed otherwise.

Payment is due within 30 days of delivery unless expressly agreed otherwise. Payment must be made by bank transfer.

VERSITALIE S.C.P. reserves the right to require payment in advance for orders placed for the first time.

On orders over € 2,000, VERSITALIE S.C.P. may require payment of the full amount or a part of it.

If the client is late in paying, VERSITALIE S.C.P. reserves the right to charge interest on late payments in accordance with Article 7 of Law 3/2004 on Delinquency. The legal rate of interest for late payment that the debtor will be required to pay shall be the sum of the interest rate applied by the European Central Bank in its most recent loan operation, carried out before the first day of the calendar quarter in question, plus seven percentage points.

In any case, the client placing the order (by accepting the cost estimate) will be the principal and sole entity responsible for the payment of the contracted services, even in cases where he is not the final recipient of the order or where the order has been placed on behalf of a third party.

## **9. Rights of use and copyright**

All rights of use and ownership remain in possession of the translation agency. The customer is authorized to use and modify the material ordered and paid from VERSITALIE S.C.P.

The customer is not authorized to use the material ordered until full payment of the agreed price for the service in accordance with the payment terms specified in the budget, on the invoice, in these general conditions, or those specifically agreed in each case. Thus, any use of a translation or service not paid for in full according to the relevant terms of payment agreed and accepted shall be considered misuse and misappropriation, in which case VERSITALIE S.C.P. reserves the right to take all available legal and administrative action against the offender.

## **10. Delivery and/or transmission**

Both physical and electronic transmission shall be conducted on the client's responsibility.

VERSITALIE S.C.P. accepts no liability for possible faulty transmission of files or for their loss or misplacement during physical or electronic transfer of the product. However, the translation agency pledges to save a copy of the work, unless otherwise agreed.

## **11. Confidentiality**

VERSITALIE S.C.P. agrees to keep confidential all documents and information received from the client.

All translators, freelancers and other employees who work with VERSITALIE S.C.P. have signed a confidentiality agreement and are therefore obliged to keep confidential all information that concern orders managed by VERSITALIE S.C.P.

## **12. Data Protection:**

In compliance with the provisions of Law 15/1999 of December 13, on Protection of Personal Data and its regulations, the client is informed and consents, in so far as it is legally necessary, to the following conditions:

1. Clients' personal data will be stored and processed in the personal data files owned and managed by VERSITALIE S.C.P. to provide the contracted service, for internal use, to prepare service offers and implement operations and the administrative economic and accounting management resulting from the service provision.
2. VERSITALIE S.C.P. can communicate or transfer data to other entities involved in the provision of the company's or its subsidiary's services, for the aforementioned purposes (such as partners, financial institutions, consultants ...), on the terms provided in the aforementioned Law.
3. As the owners of aforementioned data, clients may exercise rights of access, rectification, cancellation and opposition under the terms established in the current legislation, by contacting VERSITALIE S.C.P., at the company's registered address at C/ Beethoven , 4th floor - 08021 Barcelona.

## **13. Jurisdiction**

Any dispute arising out of these general terms and orders or services that are governed by the same, shall be subject to the exclusive jurisdiction of the Courts of Barcelona. All legal questions shall be subject to Spanish law.

## **14. Modification of the general terms and conditions**

VERSITALIE S.C.P. reserves the right to change at any time and without notice its general terms and conditions, while committing to maintaining the general contract conditions accessible to clients.

Any new version of the General Terms and Conditions invalidates earlier versions.