

General conditions of sale

1. Scope of application

These conditions of sale apply to all services provided by Mrs. Loretta De Nardi (hereinafter referred to as “professional” or “supplier”) with seat in via Mazzini 13/2, 33077 Sacile (Pordenone).

Services include the creation and provision to companies, public bodies, and private citizens (hereinafter referred to as “client”) of one or more linguistic products such as translations, interpreting services and language courses.

These general conditions of sale supplement any *ad hoc* offers or contracts, entered into by the professional and the client. The professional reserves the right to change the general conditions of sale at any time and at her sole discretion, being understood that orders confirmed before the introduction of such changes will be processed according to the general conditions of sale in force at the time of order confirmation.

2. Acceptance of the general conditions of sale

Signing these general conditions of sale is a condition essential for establishing a contractual relationship between the professional and the client.

These conditions will be deemed tacitly and fully accepted by the client, without any reservation, upon sending the first order via email to the professional.

Failure to comply with any of these conditions will be reason for termination of the contractual relationship.

3. Formulation of the offer

3.1 Upon receipt of the order, the professional will e-mail to the client an offer, containing the price and delivery term of the order within twenty-four (24) hours from the date of receipt of the order.

3.2 The offer is valid for fifteen (15) working days from the date of sending to the client and becomes an order confirmation only following written acceptance by the client, sent via email to the supplier. Any extensions to the period of validity of the offer may be granted to the client at the sole discretion of the professional.

3.3 In the event that the order is received on a non-working day, the professional undertakes to send to the client the offer on the first working day following the date of receipt of the order.

4. Acceptance of the offer and confirmation of the order

4.1 Acceptance of the offer shall be communicated by the client to the supplier via email or certified email.

4.2 The professional will email to the client an order confirmation containing the final price and delivery term of the order.

4.3 The professional reserves the right to modify the price and delivery term of the order during the process, if she has not been able to view the entire text to be translated before formulating the offer, or if the text has been modified or added to by the client after the written acceptance of the offer and the sending of the order confirmation.

4.4 In the event that the client needs to include their order or job order number on the invoice, they must notify the professional via email no later than the order delivery term indicated by the professional in the order confirmation. If this term is not met, the invoice will still be issued by the

professional without the possibility of subsequent changes, except in special cases documented by the client.

5. Modification or cancellation of the order

5.1 Any substantial modifications made by the client to an order after it has been processed grants the professional the right to modify the price and delivery term of the order, already communicated by the professional to the client with the order confirmation, or to cancel the order. In the latter case, the client will be required to pay the fee for the part of the order already fulfilled.

5.2 If the client intends to cancel the order after the professional has sent the order confirmation, the latter reserves the right, depending on the order execution status, to cancel the order free of charge or to request payment from the customer for the part of the order already fulfilled.

6. Obligations of the parties

6.1 The professional undertakes to carry out the assigned task in complete independence and without any bond of subordination, using the utmost commitment, diligence, professionalism and competence in accordance with the provisions of articles 5.3.1 and 5.3.2 of the UNI EN ISO 17100:2017 standard, resorting, where necessary, to the collaboration of consultants selected according to their area of expertise and specialization, in order to meet every client's need.

6.2 In particular, before delivering the translated text to the client, the professional undertakes to verify the following aspects:

- a) compliance of the terminology of the translated text with the terminology of the specific sector of expertise of the client and/or with any other reference material provided by the client in order to ensure the terminological consistency of the translated text in its entirety;
- b) semantic accuracy of the translated text with respect to the target language;
- c) coherence of lexicon and stylistic homogeneity;
- d) appropriate use of spelling, punctuation, grammar and syntax, of diacritics and other spelling conventions relevant to the target language;
- e) conformity of the layout of the translated text with the layout of the original text;
- f) compliance with the style guidelines provided by the client, including domain, register and linguistic variants;
- g) localization of the translated text and its compliance with any other linguistic, morphological and stylistic standards applicable in respect of the target language/culture.

6.3 The client is required to provide the professional with the text to be translated in full, legible form, preferably on file in an editable format; otherwise, the professional assumes no responsibility for the fidelity of the translated text to the original text and the adherence to the delivery term communicated to the client in the order confirmation.

6.4 The client is required to provide the professional with all reference materials and any glossaries in their possession to facilitate the correct translation of the text, its proper localization, and its terminological consistency. Should this not be possible, the professional reserves the right to source and utilize the terminological databases most relevant to the field of reference of the text being translated, in accordance with the principles of linguistic consistency and stylistic uniformity, or, in some special cases, to request the collaboration of the client.

6.5 The professional provides interpreting services in the areas of competence and specialization that are part of her corporate purpose and in accordance with the informational material provided by the client regarding the subject of the service.

7. Delivery of the translated text

7.1 The professional is required to send the translated text to the client no later than the term communicated in the order confirmation. This term considers the commencement of the translation assignment starting from the first day following the date of sending the order confirmation to the client, unless otherwise agreed in writing between the parties.

7.2 Should the professional, for reasons not attributable to her will, be unable to meet the delivery term referred to in point 7.1, she shall promptly inform the client via email to agree on a new term. It is understood that the delivery term indicated in the order confirmation shall not be considered essential pursuant to article 1457 of the Civil Code.

7.3 The delivery of the translated text is considered accomplished when the translated text is sent to the client via email, certified email, second-class mail, or express courier.

7.4 The translated text sent via email or certified email shall be considered delivered when the email or certified email program has confirmed the sending of the message containing the translated text as an attachment.

8. Prices and methods of payment

8.1 The unit of measurement for calculating the price of a translation is the page of 1,500 characters, including spaces. The count of pages is carried out according to the total number of characters, including spaces, of the text being translated, contained in the source file provided by the client and divided by the aforesaid unit of measurement. For texts to be translated that are written in languages belonging to linguistic families that use alphabets different from the Latin or specific writing systems, the count of pages is carried out according to the total number of characters, including spaces, of the translated text contained in the target file, divided by the aforesaid unit of measurement.

If the translation is produced using CAT tools, the count of pages will be carried out according to the text contained in the source file, and the client will be sent a copy of the analysis produced by the computer-assisted translation program.

The reference unit for calculating the price of interpreting services is the hour worked. Costs and expenses incurred by the professional for travel are charged to the client.

8.2 The professional reserves the right to increase the price of a translation if it requires a longer delivery term or a cost higher than that indicated in the order confirmation, in cases where these are attributable to poor or defective quality of the text or file sent by the client.

8.3 The payment for the translation and/or interpreting service is made according to the total price and payment methods specified in the order confirmation.

8.4 The invoice is generated from the order confirmation through a specific electronic invoicing program. The invoice is sent to the client via email the day after the receipt of the amount equivalent to the total price of the translation and/or interpreting service, as defined in the order confirmation, and in electronic format through the interchange system (SDI).

8.5 The amount of the invoice shall be paid in full according to the deadline indicated in the order confirmation, unless different written conditions have been expressly agreed upon by the client and the professional at the time of signing these conditions.

8.6 The payment for the order confirmation is made by bank transfer.

8.7 If, upon sending the order confirmation, the professional requests a deposit or advance payment of the total amount indicated in the order confirmation, it is client's obligation to email a copy of the bank transfer or payment transaction receipt to enable the professional to verify the collection of the

amount indicated in the order confirmation and begin the translation. Without a copy of the bank transfer or payment transaction receipt, the order will remain suspended.

8.8 Any delayed or missed payment will result in the immediate enforceability of the total amount due from the client, without any prior notice or further formalities. The professional reserves the right to request, in addition to the amount due, also interest on said amount, calculated according to the rate provided for by Legislative Decree 231/2002, without prejudice to any further damages.

8.9 In the presence of outstanding order confirmations, no further orders from the client will be accepted until the outstanding order confirmations have been settled.

8.10 Should the client encounter difficulties in the payment of the order confirmation, they are required to notify the professional promptly and, in any case, before the expiration of the payment deadline indicated in the order confirmation.

8.11 In the event of insolvency, any representation or partial or complete reproduction of the translated text shall be deemed unlawful. The professional reserves the right to demand immediate payment from the client who uses unpaid translated material, and, where applicable, compensation arising from royalties, without prejudice to compensation for any greater damage suffered, and the payment of an additional sum as a penalty equal to 200% of the unpaid amount.

9. Correction of the translated text

9.1 The translation services provided by the professional are limited, unless expressly requested by the client, to the translation of the text. The professional is not responsible for the content of the translated text.

9.2 Any translation errors detected by the client after the delivery of the translated text shall be reported by the client via notification sent by email within fifteen (15) working days from the date of delivery of the translated text. The notification shall include the translated text as an attachment, with indication of the parts of the text that need correction. After the aforesaid deadline, and in the absence of written indications regarding the disputed parts of the text, it will not be possible for the professional to proceed with the corrections requested by the client, and the translated text will be deemed correct, accepted by the client in all its aspects in terms of quality, spelling, grammatical and syntactical accuracy, terminological and stylistic appropriateness, as well as suitability for the use requested by the client.

9.3 In the event of notification sent to the professional within the term indicated in point 9.2, the professional undertakes, at her own expense and within a time frame equal to one third of the time elapsed since the receipt of the order plus 24 hours, to deliver a revised edition of the disputed translated text. Should the second version of the translated text also be deemed unsatisfactory, the professional may appoint a third-party translator to verify the accuracy of the translated text. If the third version is also unsatisfactory, the professional shall proceed to refund the total amount already paid by the client in proportion to the percentage of the text revised, up to a maximum of 100%.

9.4 Upon timely notification sent by the client in the course of work, the professional shall correct free of charge the following errors: incorrect translation of words, phrases and sentences, spelling, grammatical and syntactic errors, typos and omissions.

All corrections and/or adjustments that the client deems necessary to make to the translated text following the delivery of the translation, as per article 7, shall be the responsibility of the client.

9.5 The professional is exempt from any liability related to the errors and omissions mentioned in point 9.3, after the delivery of the translation, if the client has not carried out the appropriate checks before publishing or using the translated text.

9.6 The professional is exempt from intervening in the correction of the translated text if the client points out to the professional, even within the deadline indicated in point 9.2, errors other than those indicated in point 9.3, and in such case, nothing shall be owed by the professional to the client.

Should the client deem it necessary to request a revision of the translated text, the professional shall not bear the costs related to such revision.

9.7 The absence of objections submitted by the client within the deadline indicated in point 9.2 implies the client's full acceptance of the translated text. The submission of objections regarding the translated text does not exempt the client from the obligation to pay the professional the price agreed for the provided translation, nor does it justify the partial or total suspension of payment for the order confirmation related to the translation service rendered.

9.8 It is understood that, by virtue of these general conditions of sale, the professional will acquire all rights of intellectual property over the translated text.

10.Limits of liability

10.1 Without prejudice to the provisions of Article 9 of these general conditions of sale, the professional is exempt from any liability for any direct or indirect damages caused to the client or to third parties in connection with the services provided.

10.2 The client is required to keep a copy of all materials transmitted to the professional for the performance of the requested service. The professional is in no way responsible for damages resulting from loss or partial or complete destruction of the materials transmitted by the client. If the professional is entrusted with unique or valuable materials, the client is required to take out appropriate insurance policy to cover any damage resulting from loss or partial or complete destruction of the aforesaid materials.

10.3 The client declares and guarantees that they are the full and legitimate owner of all rights to use the text to be translated and, in general, the materials transmitted to the professional, and that the use of such materials by the professional does not violate the rights of third parties.

10.4 The client undertakes to protect and defend the professional from any claims of third parties, relating to the use of the translated text by the client, keeping the professional undamaged or indemnifying her in the event of any claims.

11.Confidentiality

11.1 The professional undertakes to maintain the confidentiality of the content of the materials received from the client and of all information learned in the performance of the requested service, recognizing its confidential and secret character, and consequently undertakes, regardless of a subsequent assignment, of its duration and conclusion, not to disclose and/or communicate the abovementioned information to third parties in any form and not to use it for purposes that go beyond the performance of the requested service.

The professional is not responsible for any violations of the client's privacy if she proves that she has done everything possible to prevent and avoid such violations.

11.2 The obligation of confidentiality lapses if the professional is required by law to communicate the information referred to in point 11.1 or if such information is or becomes public domain apart from the professional's actions.

11.3 It is understood that it will be client's responsibility to read the privacy policy pursuant to Legislative Decree 196/03 (available on the website www.lorettadenarditraduzioni.it) and that by sending an order to the professional, the client will express tacit and full consent to the processing of

their personal data in accordance with the aforementioned policy for the purpose of carrying out all the actions related to the execution of the order.

12.Applicable law and court having jurisdiction

These conditions of sale and the performance of the services provided by the supplier are governed by Italian law.

The Court of Pordenone shall have exclusive jurisdiction over any dispute arising from the interpretation and/or execution of these conditions of sale.

In the event of disputes arising in the matter of intellectual and industrial property, the sections of the Court specialized in intellectual and industrial property and territorially competent over the professional’s seat, shall have exclusive jurisdiction.

Read and accepted

(stamp and signature)

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the client declares to have read and specifically accepted the following articles of the general conditions of sale: 1, 2, 5, 7.2, 8.2, 8.5, 8.11, 9.7, 10, 12.

Read and accepted

(stamp and signature)