

GENERAL TERMS OF SUPPLY FOR TRANSLATION SERVICES



Unione

del Comitato
del Tribunale
dei Servizi
e delle Professioni
della Provincia
di Milano



CONFCOMMERCIO

GENERAL TERMS **OF SUPPLY FOR TRANSLATION SERVICES**

(Applied by the members of FEDERLINGUE)

Article 1

Scope of contract

Translation consists only in the faithful transposition of a text into another language, while preserving its original quality and characteristics.

Any corrections to the text and interpretations of meaning that are not necessary or essential for the purposes of a good translation are considered creative intervention, and therefore fall outside the scope of the translation service.

Article 2

Obligations of Principal

The Principal undertakes to provide the Supplier with all information concerning the service requested, more specifically as regards: final use of the translation, deadline, delivery method, technical terminology to be used, and any reference material that may be useful in translating the text.

Article 3

Method of service

The time period allotted for completing the translation begins from the date that the job order is received along with the text to be translated.

This job assignment does not constitute any form of ongoing agreement.

The assignment must be completed in accordance with the highest standards by a translator with appropriate language training and consolidated professional experience.

Article 4

Contract managers

Each party shall appoint one person authorised to receive all communications concerning the contractual agreement, acting as a direct contact person for his/her counterpart.

Should a designated contract manager be replaced for any reason, the other party must be notified in a timely fashion.

Article 5

Fee and terms of payment

As remuneration for the translation services performed, the Principal shall pay the Supplier the sum agreed upon, whether for an individual task or a specific period.

The Principal must reimburse the Supplier for any expenses or costs incurred in carrying out said services; an estimate of such expenses and costs shall be provided in advance by the Supplier.

Payment shall be made in two instalments: an advance at the signing of this contract, and the balance upon completion of the service and receipt of invoice.

Any exception to these terms of payment must be expressly indicated in writing at the time this contract is signed.

Article 6

Withdrawal

Should the Principal unilaterally withdraw from this contract after it has come into effect, said party shall pay the agreed fee only for the work actually performed, as well as any expenses incurred and any lost earnings, pursuant to article 2227 of the Italian Civil Code.

Article 7

Intellectual property

All rights regarding the content and services provided by the Supplier are reserved to the latter.

Any glossaries and/or translation memories produced by the Supplier in performing the services requested by the Principal shall remain the exclusive property of the Supplier, and shall be subject to and governed by copyright and intellectual property regulations.

The Principal undertakes not to create derivative works, or to distribute, exhibit or otherwise exploit the material produced and/or used by the Supplier.

Article 8

Errors and faults in translation

After thirty days have elapsed from delivery of the translation to the Principal, the Supplier shall no longer bear any liability for any errors detected or detectable through due diligence.

Article 9

Disputes

For any dispute that may arise regarding this contract, the parties shall attempt to reach a settlement as envisaged by the settlement department of the National and International Institute of Arbitrators of the Italian Chambers of Commerce.

Article 10

Confidentiality

The Supplier must maintain the confidentiality of all facts, information, and documents that come to the latter's knowledge or are disclosed by the Principal by virtue of this contract.

The Principal must likewise maintain the confidentiality of all facts, information, and documents that come to the latter's knowledge or are disclosed by the Supplier by virtue of this contract.

Unless a statement to the contrary is made by the Principal, upon completion of the assignment, all documentation provided by the latter to the Supplier shall be stored for archival purposes only.

Article 11

Contract limitations

The parties' obligations are limited to what is agreed upon for each individual assignment, and are subject to approval of these general terms.

Any modifications to the assignment suggested by the Principal after signing this contract must be expressly approved by the Supplier and may necessitate changes to the agreed deadline and fee.

Article 12

IT security

The Supplier must take all necessary measures, pursuant to Italian Legislative Decree 196/03, to protect all data and/or software against computer viruses.

The Supplier shall not be held liable for the contamination of any electronic files sent to the Principal by viruses or other forms of computer infection.

Article 13

Choice of law

For any matters not expressly regulated by the above provisions, execution of this contract shall be governed by the Italian Civil Code and other regulations, including European Union regulations, in force at the time it is signed.