



MILAN CHAMBER OF COMMERCE
FOR INDUSTRY, AGRICULTURE AND HANDICRAFT

GENERAL CONDITIONS FOR THE SUPPLY OF TRANSLATION SERVICES

FEDERLINGUE ITALIAN ASSOCIATION OF LANGUAGE SERVICES

Milan, 14 November 2002

(Amended following the Extraordinary Shareholders' meeting dated 6 December 2007)





GENERAL CONDITIONS FOR THE SUPPLY OF TRANSLATION SERVICES

Article 1

Subject of the contract

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

Text corrections and interpretations of meaning not necessary or essential for the purposes of a good translation are considered creative interventions, and therefore outside the scope of the translation.

Article 2

Obligations of the Commissioning Party

The Commissioning Party undertakes to provide the Supplier with all information concerning the service requested, in particular 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

Performing the service

The translation deadline begins from the date of receipt of the translation order together with the text to be translated.

The present collaboration excludes any continuity agreement.

The service must be completed accurately by a translator with suitable language training and consolidated professional experience.

Article 4

Contract parties

The parties each appoint one person authorised to receive all communications concerning the contractual agreement. Said persons will act as the direct points of contact for their counterparts.

The replacement of any contract party, for any reason, must be notified to the other party in a timely fashion.



Article 5

Fee and payment method

As remuneration for the translation services performed, the Commissioning Party will pay the Supplier the sum agreed, whether for a single task or a specific period.

The Commissioning Party shall reimburse the Supplier for any expenses or charges incurred in carrying out said services; said expenses and charges shall be quoted in advance by the Supplier.

Payment will be made in two instalments, an advance at the signing of this contract and the balance upon completion of the service, subject to invoice.

In the event of departure from the payment method stated herein, express written indication thereof shall be required at the moment of signing this contract.

Article 6

Withdrawal

In the event of the Commissioning Party unilaterally withdrawing from this contract after its commencement, said party shall pay the agreed fee, only with regard to the works actually carried out, as well as any expenses incurred and lost earnings, pursuant to article 2227 of the Italian Civil Code.

Article 7

Intellectual property

All rights regarding the contents and services provided by the Supplier are reserved to same.

Any glossaries and/or translation memories produced by the Supplier in executing the services requested by the Commissioning Party shall remain the exclusive property of the Supplier, and shall be subject to and regulated by copyright and intellectual property regulations.

The Commissioning Party undertakes not to create derivative works, or to distribute, exhibit or in any other way exploit the material produced and/or used by the Supplier.



Article 8

Inaccurate and faulty performance

Thirty days following delivery of the translation to the Commissioning Party, the Supplier is freed from all responsibility for any faults detected, or detectable, by way of 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 keep confidential all facts, information, knowledge and documents that come to his/her attention or are communicated to same by the Commissioning Party by virtue of this contract.

Similarly, the Commissioning Party must keep confidential all facts, information, knowledge and documents that come to his/her attention or are communicated to same by the Supplier by virtue of this contract.

Unless a statement to the contrary is made by the Commissioning Party, upon completion of the task the documentation provided by the latter to the Supplier shall be stored for solely archiving purposes.

Article 11

Contract limitations

The parties are bound exclusively by the instructions inherent in each individual task and the provisions of the approved general contract conditions.

Any suggestion made by the Commissioning Party to alter the entrusted task subsequent to the signing of the contract must be expressly approved by the Supplier and may involve an amendment in the agreed deadline and fee.



Article 12

IT security

The Supplier must undertake all necessary measures, pursuant to Law Decree 196/03, to protect all data and/or software against computer virus infections.

The Supplier shall not be held liable for the infection of any electronic files sent to the Commissioning Party as a result of the propagation of viruses or other forms of computer infections.

Article 13

Reference regulations

As regards any matter not expressly regulated by the above provisions, the execution of this contract shall be governed by the Italian Civil Code and other regulations, also those pertaining to the European Union, in force at the time of signing the contract.