



General Terms and Conditions of HELVETIA translations Ltd. of Morbio Inferiore

1. Scope

These General Terms and Conditions apply to all orders placed with **HELVETIA translations Ltd.** of Morbio Inferiore ("Agency"), which offers its linguistic services exclusively in accordance with the provisions hereof. Any differing or additional terms, in particular the Client's general purchasing and order terms, shall not apply unless expressly agreed in writing between the parties.

2. Services offered

The Agency offers linguistic services of the highest quality, including translation, bilingual and monolingual editing, and final print-ready versions of texts.

3. Conclusion of contract

Upon receipt from the Client of a text to be translated, the Agency will provide a quote, if requested.

No contract shall be deemed to have been concluded with the Client until confirmation has been made by the Agency via email acceptance of the order, indicating the delivery time and date, and the approximate cost of the service to be provided if expressly requested by the Client.

4. Agency's obligations

The Agency undertakes to carry out the orders placed with it to a proper professional standard, translating the texts faithfully and in a language appropriate to the subject-matter. The use of specific terminology supplied by the Client (glossaries, reference texts) must be expressly agreed in writing before an order is carried out, and indicated in the Agency's order confirmation.

5. Client's obligations

The Client is obliged to provide all the material and information necessary for the correct performance of the agreed service, including any agreed specific

terminology. Any delay in providing this material and information may cause delivery to be delayed.

The Client is obliged to check the correctness of work immediately upon receipt.

6. Recourse to third-party services

In carrying out the order, the Agency reserves the right to resort to third-party services, in particular to the collaboration of freelance translators. However, the Agency shall remain solely responsible to the Client for the quality of the service provided.

7. Delivery of work

Delivery of work will be effected in accordance with the specifications of the order confirmation, normally by email. At the Client's request and subject to prior written agreement, delivery may also be made by other methods, with any resulting costs to be borne by the Client.

The Agency will accept no liability for delays in delivery due to force majeure or unforeseeable circumstances not attributable to the Agency.

8. Complaints and corrections

Any complaints relating to work performed by the Agency will be considered only if presented within ten (10) business days from the date of delivery of the work, complaints to be lodged in writing. Where a complaint is justified, the Agency will take steps, within a reasonable period of time, to correct or redo the translation, at no cost to the Client.

Every text contains stylistic elements which, apart from the language appropriate to the type of text and the intended audience, express the taste and personal preferences of the translator. Complaints based exclusively on these elements will not be considered and shall not constitute notice of defects in the service provided.



9. Confidentiality

The Agency warrants that the information and documents received by it will be treated with absolute confidentiality, and that the Agency's internal and external collaborators, including freelance contributors, are contractually bound to respect professional secrecy.

10. Cancellation policy

Where the Client cancels an order before the contracted services have been completed, the Client shall remain liable for all costs incurred by the Agency under the contract until giving notice of cancellation.

Irrespective of the time of cancellation, the Agency's right to reimbursement of said costs shall amount to at least CHF 200.00 for the initiation and processing of the order, or any larger amount due in relation to the proportion of work carried out before cancellation, based on the total volume of the job.

11. Invoicing

Prices are quoted exclusive of VAT. The rate payable is determined according to the language combination required, the degree of difficulty and the volume of text to be translated, defined on the basis of the number of characters and spaces. Where per-line invoicing is applied, a standard line shall consist of 55 keystrokes including spaces.

A 50-100% surcharge as agreed between the parties may be applied to a "rush" service, based on the volume of text in relation to the turnaround time.

12. Payment terms

Invoices are payable within thirty (30) days from the invoice date. In the event of a delay in payment, the Agency shall be entitled to charge late payment interest of 5%.

13. Governing law and place of jurisdiction

The contractual relations between the Agency and the Client shall be subject to Swiss substantive law. For anything not covered by these General Terms and

Conditions, the provisions of the Swiss Code of Obligations shall apply.

Any disputes under a contract up to a litigation value of CHF 5,000.00 shall be subject to the jurisdiction of the Justice of the Peace of the Balerna circuit; disputes involving higher sums shall be subject to the jurisdiction of the District Court of Mendrisio Sud.

Morbio Inferiore, August 2016