

## Terms of sale

### 1. Scope

These general terms and conditions of sale apply to all services provided by Nexo Corporation Srl, Via Palmiro Togliatti, 14 -06073 Corciano (hereinafter called "Nexo Corp").

"Services" are intended as the creation and delivery to companies or customers (hereinafter called "the customer") of one or more language products/services that fall under the corporate company objective: in particular, translations and interpreting.

In the event of any inconsistency between these terms and conditions and any special conditions offered to the customer, the latter shall prevail. Provided the aforesaid, these terms incorporate any ad hoc offers or sales contracts concluded between Nexo Corp and its customers. Nexo Corp reserves the right to change the terms of sale at any time and at its sole discretion, it being understood that orders placed before said changes shall be processed under the conditions of sale in force at the time of order.

### 2. Acceptance of the terms and conditions

The sending of an order (hereinafter "acceptance of the offer") to Nexo Corp implies acceptance of these terms and conditions by the customer.

### 3. Formulating a quote

3.1 - Following a quote request, Nexo Corp will send the customer an e-mail containing offer prices and terms of delivery of the job.

3.2 - The offers processed by the preventive office (hereinafter referred to as "project manager") are valid for thirty (30) days, except in the case of promotions with more limited time validity. In such cases the validity will be the one indicated in the e-mail of the current promo. The Offers will therefore become binding only following receiving the customer's written acceptance, by e-mail or fax, and subsequent confirmation by Nexo Corp. Any extensions and, therefore, retaining of the conditions mentioned may be granted at the sole discretion of Nexo Corp.

3.3 - Nexo Corp has the right to change prices and terms of delivery, if it was not been able to view the entire text to be translated before the quote was made or if text was subsequently amended or supplemented by the customer.

### 4. Acceptance of the quote and order confirmation

4.1 - Acceptance of the quote must be communicated by the customer to Nexo Corp via e-mail or fax.

4.2 - Nexo Corp will send the customer an automatic notification to confirm that the order has been put into production and communicate the relative delivery date. If Nexo Corp receives the order after 2:00 p.m. or on a non-working day, Nexo Corp reserves the right to send its notification on the first working day following the receipt of said order.

4.3 - If the customer needs to enter its order or contract number in the invoice, the latter must notify Nexo Corp (at [planning@nexocorp.com](mailto:planning@nexocorp.com) or [amministrazione@nexocorp.com](mailto:amministrazione@nexocorp.com)) no later than the date on which the project is processed. If these terms are not respected, the invoice will still be issued without the possibility of subsequent modifications, except in particular duly documented cases.

### 5. Changes to or cancellation of orders by the customer

5.1 - Any substantial changes made by the customer to an order after the commissioning of the same work gives Nexo Corp the right to change the indicated price and/or terms of delivery or to refuse the order. In the latter case, the customer must still pay the fee for work already performed.

5.2 - If the customer should wish to cancel an order after the issuance of an order confirmation by Nexo Corp, he/she shall contact the project manager indicated in the order confirmation. In this case, based on translation progress status, Nexo Corp reserves the right to cancel the order free of charge or request payment from the customer of compensation for the portion of work completed.

### 6. Order processing guidelines

6.1 - Nexo Corp ensures that work assigned shall be carried out according to the high quality standards applied by the company, to the best of their abilities and professionalism, using necessary professional knowledge and in-house and external company personnel to meet the needs of the customer. In light of the explicit request by the customer to comply with an evasion in a much shorter time than those required for a job of this magnitude, and having also explicitly requested that the translation work be split between several professionals, no liability can be attributed to Nexo Corporation Srl, which is indemnified of any disputes due to differences in the translated document.

6.2 - Nexo Corp shall perform translations using native language and qualified translators chosen according to the field of expertise and specialisation.

6.3 - The customer is required to supply Nexo Corp with complete and fully legible texts for translation; otherwise, Nexo Corp assumes no responsibility for the accuracy of the translation or the terms of delivery.

6.4 - The customer must provide all reference material and glossaries to Nexo Corp to facilitate correct translation, localisation and correspondence of terminology.

Whenever this is not possible, Nexo Corp reserves the right to use the most appropriate reference field terminology in line with the conventional meaning of words, or, in special cases, to request collaboration with the customer.

6.5 - Nexo Corp shall provide interpreting services using qualified translators chosen according to the field of expertise and specialisation. Interpretation services shall be conducted in accordance with the material provided by the customer regarding the subject.

## **7. Delivery of the translation**

7.1 - Nexo Corp is required to send the final translation to the customer no later than the date agreed upon in the order confirmation.

7.2 - In the event that Nexo Corp, through no fault or will of its own, is not able to meet the indicated delivery date, the company will inform the customer immediately in order to agree upon a new delivery date. It is, however, understood that the delivery terms indicated shall not be considered essential to art. 1457 of the Civil Code.

7.3 - Delivery shall be considered complete when the translated text is sent by e-mail, postal mail, fax or courier.

7.4 - Data sent by e-mail shall be considered as delivered when the programme has confirmed the sending of the message.

## **8. Prices and terms of payment**

8.1 - The billing unit for a translation is per word of the source language, unless upon special agreements specified in writing. The billing unit for interpreting services is calculated in half-days or full workdays.

8.2 - Nexo Corp can increase the price agreed upon if the service requires a greater volume of work or costs greater than those listed in the order confirmation (for example, with unclear text or defective files or programmes provided by the customer).

8.3 - All prices are excluding VAT.

8.4 - Invoices will be sent by e-mail within the 5th of the month following the month in which the project(s) have been carried out and/or, upon request to be sent by e-mail.

8.5 - Payment must be made in full - without any discount, deferral or suspension - by the deadline indicated on the invoice, unless otherwise specified and expressly agreed upon in writing by Nexo Corp.

8.6 - In the case of late payment, outstanding costs will be charged and a late fee shall be applied in accordance with Legislative Decree 231/2002.

8.7 - All transfer fees will be charged to the customer.

8.8 - In the case of overdue invoices, no further work shall be accepted from the customer until all outstanding invoices are settled.

8.9 - Customers who experience problems in paying invoices are required to notify Nexo Corp as soon as possible and preferably before the due date.

8.10 - In case of non-payment, any use (publication, total or partial reproduction of the translation) is illegal. Nexo Corp reserves the right to ask customers who use unpaid material for the immediate payment of work performed and, where applicable, of the fees corresponding to copyrights, subject to payment of compensatory damages.

## **9. Translation revisions**

9.1 - Nexo Corp services are limited to, unless specifically requested, the translation of text.

9.2 - Translation errors must be reported in writing, under penalty of forfeiture, by the customer to Nexo Corp within 30 days after delivery of the translated text. However, all corrections and/or alignments necessary following the translation, as well as all the liability to what is reported in the translated documents, are the responsibility of the customer.

9.3 - Upon timely reporting by the customer, Nexo Corp will correct the following errors free of charge: incorrect translation, omissions, misspellings, grammatical errors.

9.4 - Nexo Corp shall assume no responsibility if the customer does not make appropriate checks pre-printing. In no case, however, shall Nexo Corp be responsible for translations deemed not stylistically satisfactory.

9.5 - If the customer reports errors other than those referred to in point 9.2 above, Nexo Corporation Srl, given the exceptional urgency required and given the need to distribute the work to more than one translator, cannot intervene in the modification of the text and/or the layout in no way and nothing will be due to the customer. If the material reveals the need for any revision or alignment, Nexo Corporation will not be liable for any related costs.

9.6 - It shall be understood that the absence of objections within the period mentioned above implies a total acceptance of the service provided and that the expression of a complaint does not relieve the customer from the obligation of paying the compensation required for the work completed nor legitimises any total or partial suspension of payments.

## 10. Limitation of Liability

10.1 - Notwithstanding the above mentioned in article 9, Nexo Corp assumes no liability for any direct or indirect damage occurring to the customer or third parties due to services provided, except those arising from wilful misconduct or gross negligence.

10.2 - It is the responsibility of each customer to retain copies of all material delivered to Nexo Corp for requested services. Nexo Corp shall not in any way be responsible for the return or for any loss or damage caused to the material delivered by the customer. Whenever single copy or valuable material is entrusted to Nexo Corp, the customer is obliged to provide for a suitable insurance policy to cover any loss or damage resulting from partial or total destruction.

10.3 - The customer declares and guarantees to be the full and rightful owner of all rights of use of texts and, in general, and of material delivered to Nexo Corp and that the use of such material by Nexo Corp does not infringe rights of third parties.

10.4 - The customer agrees to entirely hold harmless Nexo Corp from any third party claim on the use of the material translated and used under the contract.

10.5 - Nexo Corp shall not be held liable for copyright and/or translation and/or intellectual property right infringement of third-party patents or designs, nor for that which regards any claim emerging from the legal content of the original text.

## 11. Confidentiality

11.1 - Nexo Corp guarantees the confidentiality of all texts and data supplied by the customer and of all information learned for the execution of the service. Nexo Corp shall undertake, for itself and its partners and employees, not to communicate or disclose any information received by the customer during the execution of the service or inferred from these materials to third parties and to use all due diligence to prevent the unauthorised use of the same. Nexo Corp shall not be held liable for any infringement of privacy committed by its employees, if it proves to have done everything possible to prevent and avoid such violations.

11.2 - The obligation referred to in this article is void if Nexo Corp is required by law to disclose such information or where such information is or becomes public domain regardless of the Nexo Corp employee or its collaborators .

11.3 - It is understood that it is the responsibility of the customer to review the privacy policy under Legislative Decree 196/03 (available on-line at [www.nexocorporation.com](http://www.nexocorporation.com)) and that, sending an order to Nexo Corp, the customer expresses consent to the processing of data.

## 12. Law and Jurisdiction

These terms and conditions and the performance of services shall be governed by Italian law. Any disputes concerning the interpretation and/or execution of these general conditions or otherwise connected with the performance of services will be addressed to the court of Perugia, which has exclusive jurisdiction; the specialised section of the Court of Perugia also has exclusive jurisdiction over disputes regarding intellectual property law.