

Terms and conditions of sale

1. Scope

These general terms and conditions of sale apply to all services provided by Nexo Corporation Srl, Via Camillo Bozza, 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 purpose: 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. Notwithstanding the foregoing, 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 and conditions of sale at any time and at its sole discretion, it being understood that orders placed before these changes shall be processed under the terms and 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 the customer's acceptance of these terms and conditions.

3. Formulating a quote

3.1 - Following the customer's request, Nexo Corp will send the customer its offer containing the prices and terms of delivery of the work by e-mail.

3.2 - Offers prepared by the quotation office (hereinafter referred to as "project manager") are valid for thirty (30) days, except in the case of promotions of a more limited validity. In these cases, the validity will be that indicated in the e-mail explaining the promotion. The Offers shall then only become binding following their written acceptance, by e-mail or fax, by the customer 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 is entitled to change the prices and delivery terms indicated if it has not been able to examine the entire text to be translated before the offer was made or if it has been subsequently modified or supplemented by the customer.

4. Acceptance of the quote and order confirmation

4.1 - Acceptance of the offer shall be communicated by the customer to Nexo Corp by e-mail or by fax.

4.2 - Nexo Corp will send an automatic notification to the customer to confirm that the order has been processed and to communicate the relevant delivery date. In the event that the order should arrive at Nexo Corp after 2:00 PM or on a non-working day, Nexo Corp reserves the right to send its notification on the first working day following 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 or 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.

6.2 - Nexo Corp will perform the translation using native language and qualified translators chosen according to their 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 will not be liable 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.

Where this is not possible, Nexo Corp reserves the right to use the most appropriate terminology for the sector in question in accordance with the conventional meaning of the terms, or, in special cases, to request the customer's collaboration.

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 on 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 is considered complete when the translated text is sent by e-mail, regular mail, fax or courier.

7.4 - Data sent by e-mail is considered 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 exclusive of VAT.

8.4 - Invoices will be sent by e-mail within the 5th of the month following the month when 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 no. 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 adjustments required as a result of the translation are the responsibility of the client, as is any responsibility for the content of the translated documents.

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 cannot be held liable if the customer does not make appropriate checks before printing. Under no circumstances, however, will Nexo Corp be held liable for translations deemed stylistically unsatisfactory.

9.5 - It is understood that the absence of objections within the period mentioned above implies total acceptance of the service provided and that the formulation of objections does not exempt the customer from the obligation to pay the compensation required for the work carried out nor does it legitimise total or partial suspension of payments.

10. Translation services using Machine Translation with post editing

10.1 - This provision applies, in addition to and in derogation of the terms of service governed by this document, exclusively to requests for use of the machine translation and post-editing services.

10.2 - Automatic translation services through the use of Machine Translation, with the provision of a post-editing service, include in particular, in addition to translation, the checking for errors and/or inconsistencies in terms of:

- Spelling,
- Punctuation,
- Numbers,
- Tags,
- Morpho-syntactic sentence structure.

The following errors and/or discrepancies and/or verifications are expressly excluded from this post editing service:

- Terminology research,
- Terminological and syntactical consistency of the text,
- Consistency and correctness of text style,
- Consistency and final correctness of the translation.

10.3 - Any translation errors must be reported in writing, under penalty of forfeiture, by the customer to Nexo Corp within 24 hours after delivery of the translated text; failing to do so, the customer shall forfeit all claims and objections in this respect.

10.4 - If the customer promptly informs of translation errors, Nexo Corp will support the customer - in correcting, after issuing a specific offer, only the following errors: incorrect translation, omissions, typing errors, grammatical errors.

10.5 - Therefore, any requests for corrections and/or alignments that the customer deems necessary after the delivery of the translation with the methods referred to in this provision will be borne by the customer and subject to a further cost estimate, which must be accepted by the latter.

10.6 - If, within the time limit mentioned in Article 10.3, the customer signals errors different from those mentioned in Article 10.4, Nexo Corp cannot intervene in the modification of the text and/or layout in any way and nothing will be due to the customer.

10.7 If the material reveals the need for any revision or alignment, Nexo Corp will not be liable for any related costs.

10.8 - In any case, Nexo Corp shall not be liable, in connection with the service under this provision, for any claims related and/or connected to:

- inconsistency of the translated document;
- the contents of the translated documents.

10.9 The general provisions of this contract shall apply to all matters not covered by this Article.

11. "Urgent" translation services

11.1 - This provision shall apply, in addition to and notwithstanding the terms of service governed by this document, only to "urgent" translation requests, defined as such in the Notes section of the Offer received by e-mail from planning@nexocorp.com and in any event whenever the Customer requests a shorter time period than that indicated in the PDF of the Offer received.

11.2 - Nexo Corp will perform "urgent" translations always using native language and qualified translators chosen according to the field of expertise and specialisation. However, the customer is aware and expressly accepts that by virtue of the urgent nature of these services, the translation work may be split up and carried out by several professionals. In any case, Nexo Corporation Srl cannot be held liable in this respect.

11.3 - Nexo Corp, 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 adjustment, Nexo Corp will not bear any related costs, but will provide an indication of the timing and costs for such further work.

11.4 - Notwithstanding the provisions of point 9.2, any translation errors made in "urgent" translations must be reported in writing, under penalty of forfeiture, by the customer to Nexo Corp within 10 days of delivery of the translated text. In any case, all corrections and/or adjustments necessary after the translation are at the customer's expense.

12. Limitation of Liability

12.1 - Nexo Corp does not assume any liability for any direct or indirect damage caused to the customer or third parties as a result of the services provided, except those arising from wilful misconduct or gross negligence.

12.2 - 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.

12.3 - 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.

12.4 - The customer agrees to entirely indemnify in full Nexo Corp from any third-party claim relating to the use of the material translated and used in performance of the contract.

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

13. Confidentiality

13.1 - 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.

13.2 - The obligation under this Article shall cease if Nexo Corp is required by law to disclose such information or if such information is or becomes public domain regardless of the Nexo Corp employee or its collaborators .

13.3 - The customer is responsible for reading in advance the privacy policy according to Article 13 of Legislative Decree 196/03, Article 13 of the European Regulation 679/2016 and following modifications (available at www.nexocorporation.com) and by sending an order to Nexo Corp the customer declares to have previously read the above-mentioned policy and to have given his/her consent to the processing of data.

14. Law and Jurisdiction

These terms and conditions and the performance of services shall be governed by Italian law. Any disputes relating to the interpretation and/or execution of these general conditions or otherwise connected with the performance of services shall be settled by the court of Perugia or, in case of disputes relating to industrial and intellectual property, by the specialised section established at the Court of Perugia.