

This document contains the general terms and conditions for the provision of technical-linguistic services and products (hereinafter "General Conditions") of the company:

Rapitrad srl
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1. Subject

1.1 The General Conditions set forth below govern all contracts to be entered into between Rapitrad srl and the customer who is the recipient of Rapitrad srl offer (hereinafter referred to as "Customer") having as their object the provision of technical-linguistic services and products by Rapitrad srl (hereinafter and shortly referred to as "Services").

1.2 Exceptions or modifications to these General Conditions shall be valid only if expressly accepted in writing by Rapitrad srl and shall be valid only for the supplies to which they refer. Therefore, any provision, introduced by the Customer, which is in conflict with or in addition to these General Conditions, shall be considered null and void unless expressly accepted in writing by Rapitrad srl.

2. Perfection and conclusion of the contract for the provision of services

2.1 The Customer, both at the time of the request for quotation and thereafter, shall provide Rapitrad srl in a clear, unambiguous, and detailed manner with all information necessary for the performance of the assignment. Among these, the Customer is required to communicate since the request for quotation any need for urgency in the execution of the assignment, as well as to provide the appropriate indications also regarding the complexity of the work to be carried out in terms of quantity and/or content, including also the indication whether the text will be used for dissemination purposes. Rapitrad srl may also request from the Customer documentation and/or other material useful for the performance of the Services (previously produced documents, industry terminology and/or glossaries, relevant regulations, etc.). The Customer assumes full and sole responsibility for the materials provided by the same.

2.2 Any quotations issued by Rapitrad srl shall be considered binding only if expressly formalized in contracts or offers (for the latter, within the limits of their validity as per item 2.3).

2.3 The offer issued by Rapitrad srl shall be valid for the period indicated in the offer. Therefore, Rapitrad srl will not be required to take into consideration any orders received after the expiration of this deadline.

2.4 The contract for the provision of Services shall be deemed concluded when Rapitrad srl receives from the Customer, including by fax or e-mail, or by form sent online where Rapitrad srl uses this method, its offer signed for acceptance by the Customer or, alternatively, a written notice of express acceptance of said offer or a written request for the performance of the Service, together with any additional forms required by Rapitrad srl for legal and/or administrative purposes, duly filled in and signed by the Customer. It is obligatory that the Customer "request for performance of the Service", in order to be binding on Rapitrad srl, makes express reference to the conditions contained in Rapitrad srl offer or is otherwise agreed upon in advance between Rapitrad srl and Customer. Any changes or additions introduced by the Customer with respect to the offer shall not bind Rapitrad srl unless expressly accepted in writing by the latter. After receipt of the online order, Rapitrad srl will send a receipt to the Customer in the cases and in the manner prescribed by law.

3. Changes

3.1 It shall be the Customer right to request changes to be made to the Services requested. Rapitrad srl in that case shall quantify to the Customer the increase in the fee resulting from any additional burden involved by the requested changes, and shall indicate the new estimated delivery terms. In any case, it is Rapitrad srl right to withdraw from the contract if the amount of the changes requested by the Customer exceeds one-sixth of the total price originally agreed upon, or if the changes result in significant changes in the nature of the requested Service. In the event of withdrawal, Rapitrad srl shall be entitled to the rights set forth under item 12 of these General Conditions.

3.2 In the event of withdrawal, the Customer agrees to recognize the consideration to Rapitrad srl for the management expenses related to the service, as well as the amounts related to the work performed, incurred up to that moment, work that shall be duly delivered, even if partially completed, to the Customer before invoicing.

3.3 Rapitrad srl shall not introduce changes or additions to the Services with respect to the contractual provisions, without the written permission of the Customer. However, if the Customer does not consent to any changes or additions deemed essential by Rapitrad srl for a workmanlike performance of the Service, Rapitrad srl shall be relieved of any and all liability and shall provide no warranty for the Service in question, subject to the rights set forth in Article 1660 of the Italian Civil Code.

4. Code of Conduct

Rapitrad srl declares that it is a member of UNILINGUE (National Association of Language Service Companies) and is bound to abide by the regulations and codes of ethics of said Association, as issued from time to time.

5. External collaborations

5.1 The Customer acknowledges and accepts that Rapitrad srl may use external collaborators (e.g., professional freelance translators) to perform all or part of the services that are the subject of the Services.

5.2 Rapitrad srl guarantees the adequate professional preparation of the persons, including external ones, to whom it will entrust the required services, and the control of them at all stages of the Service implementation process.

6. Reference persons

Promptly following the conclusion of each contract for the provision of Services, each party shall appoint its own reference person entrusted with the management of the contract and notify the other party his or her name. Communications related to the execution of the contract may be exchanged through the so appointed contact persons.

7. In-progress checks

The Customer shall have the right to check the performance of the requested Services while they are in progress, at its own expense. Any access at the premises of Rapitrad srl shall require prior agreement with Rapitrad srl regarding timing and arrangements.

8. Service fees and payments

8.1 The fees for the Services and payment terms shall be agreed from time to time and shall be indicated in Rapitrad srl offer for each individual contract. Rapitrad srl shall have the right to request advance payments at the beginning of work and also in intermediate stages in cases where Rapitrad srl deems it appropriate, in view of the volume or nature of the work.

8.2 Fees may also include variable cost items depending on the specificity of the assignment (e.g., for DTP, tables, etc.) and/or additional charges for urgent assignments.

8.3 The Customer also acknowledges that some of the works to be performed associated with the Services that are the subject of the assignment (including, for example, DTP or final arrangement of files) by their nature cannot be the subject to a precise preliminary quantification. The indication of these services in the bid (normally billed on an hourly basis and on an actual basis) is therefore to be understood as a mere estimate, subject to change at the time of final billing due to the work actually performed.

8.4 Translation of any hidden text contained in the files provided by the Customer is not included in the offer. The presence of such text must be reported before the offer is issued. Otherwise, it shall be accounted for separately.

8.5 Translations shall be performed according to the terminology deemed appropriate by the professionals hired by Rapitrad srl. The Customer, however, may request in writing that its own specific terminology be used, which it is required to provide in the form of an accurate glossary. In the absence of such documentation, Rapitrad srl shall not be held responsible for any differences from the terminology customarily used by the customer. For particularly urgent translations requiring subdividing the work among several translators, perfect uniformity among the different parts of the translation may not be assured. However, this circumstance shall be notified by Rapitrad srl to the customer. All rights to the content and services of Rapitrad srl are reserved to the latter. Any glossaries generated by the latter for the performance of the services requested by the Customer remain the exclusive property of Rapitrad Srl unless otherwise agreed in writing in advance and unless they are subject to and governed by copyright and intellectual property laws. Rapitrad srl has the right to request from the Customer any documentation/support it deems necessary to carry out the task assigned to it. If the Customer fails to provide all documentation requested or in its possession, or fails to provide it reasonably in advance, Rapitrad srl shall not be held liable for any inaccuracies in terminology that may be discovered in the course of the Service performance. For the purpose of better translation and localization of texts, in case of request for translation of technical or sectorial texts, the Customer shall provide reference documents, glossaries, floor plans, or other materials that enable a better understanding of them for a proper translation. Documents to be translated shall be clearly legible.

8.6 Unless otherwise agrees upon in writing, all payments shall be sent to Rapitrad srl by bank transfer to the bank indicated by the latter.

8.7 In the event of non-payment, in whole or in part, of the consideration on any of the established due dates, Rapitrad srl reserves the right to charge the Customer, without the need for a default notice, interest in accordance with the

Italian Legislative Decree No. 231 of 9 October 2002, including subsequent amendments, until the date of actual payment.

8.8 Without prejudice to the foregoing, failure to pay even a partial payment for the Services, within a period of 30 (thirty) days from the established due date, gives Rapitrad srl the right to immediately terminate the contract to which the payment refers pursuant to Article 1456 of the Italian Civil Code, by registered letter with acknowledgment of receipt.

9. Deliveries

9.1 The delivery time shall be agreed upon in writing at the time of entering into the supply contract as per item 2.4.

9.2 Each individual assignment given by the Customer to Rapitrad srl shall be entrusted by the latter to a single translator, possibly always the same according to the relevant subject matter. Exceptions are made for cases of particular urgency, meaning assignments requiring the translation of more than 10 pages per working day (whereby one page means 25 lines made up of 60 character each for a total of 1,500 words); in such cases, Rapitrad srl, if it intends to accept the assignment, may entrust it to more than one translator and/or take the measures it deems most appropriate to enable compliance with the agreed deadlines, also reserving the right to charge an additional fee for urgency that shall be indicated in the offer and without prejudice to the provisions under item 10.8.

9.3 Unless otherwise agreed upon in writing, deliveries to the Customer of the deliverables and/or materials incorporating the Service shall take place "Ex Works Rapitrad srl." Therefore, the Customer shall bear any costs and charges inherent in the collection and delivery of materials delivered by Rapitrad srl. The terms of delivery, as well as more generally the terms of performance of the Services, are intended to run from the date on which Rapitrad srl receives acceptance of its offer as indicated under item 2.4.

9.4 Rapitrad srl reserves the right to make partial deliveries, at such time and to the extent that individual parts of the Service are ready for delivery. This may be the case, for example, in the case of assignments of long duration and/or involving a large volume of work. In such cases, Rapitrad srl reserves the right to invoice the various batches delivered prior to the final scheduled delivery date of the entire Service. Rapitrad srl also reserves the right to invoice for the Service in advance of the delivery of the final work, in the event that draft work has been delivered to the Customer and is retained by the Customer beyond the stipulated time.

9.5 Delivery and performance times for the Services are approximate and not binding, unless expressly agreed upon in writing between the parties. Accordingly, any delays shall not give rise to any claims for compensation, penalties, cancellation of the order or termination of the contract by the Customer. The above delivery terms are in any case exceeded by the occurrence of any causes not attributable to Rapitrad srl.

10. Warranty - claims - liability

10.1 Rapitrad srl warrants that the Services offered are performed in a workmanlike manner by in-house and/or external personnel of proven professional qualification and experience, subject to constant supervision at all stages of the Services provision process.

10.2 The warranty offered by Rapitrad srl with regard to translations covers any grammatical and/or spelling errors, as well as misunderstanding and/or misinterpretation of the text. Conversely, disputes and claims about the style of the text or translation are strictly excluded from the guarantee offered by Rapitrad srl.

10.3 Any claims relating to the Services, for defects or non-conformities not detectable upon delivery, must be received by Rapitrad srl in writing, by registered letter with return receipt or e-mail, no later than 60 (sixty) days from the delivery of the materials incorporating the Services to which the claim relates, and must indicate precisely the detected defects or lack of conformity. Failure to timely notify the claim shall result in the Customer forfeiture of all rights and actions related to the quality of the Services.

10.4 In the event of complaints, unless it is ascertained that they are unfounded, the Customer shall have the right to obtain from Rapitrad srl the elimination of any defects or non-conformities and, if judged necessary by Rapitrad srl, the remaking of the Service as soon as possible and at Rapitrad srl expense.

10.5 Any right of the Customer to obtain total or partial reductions or changes of the price, or reimbursement of expenses for any outsourcing of any corrections or redoing of the work to third parties, including external ones, is excluded, unless the Parties agree upon in advance and expressly to that effect. In any case, the liability of Rapitrad srl, for any reason or cause whatsoever, whether contractual or non-contractual, including direct and/or indirect damages suffered by the Customer or third parties, shall not exceed an amount equal to the agreed consideration for the Service to which the liability of Rapitrad srl relates. As the only exception to the foregoing, where Rapitrad srl has an insurance policy for civil liability arising from the Services, Rapitrad srl shall be liable, limited to the events covered by such policy, to an extent not exceeding the maximum amounts provided therein, any and all liability for higher amounts being strictly excluded.

10.6 Rapitrad srl disclaims any and all liability arising from the materials provided by the Customer for the purpose of providing the Services. The Customer shall remain solely responsible for the contents of such materials, and shall

indemnify and hold Rapitrad srl harmless from any damages or adverse consequences Rapitrad srl may suffer as a result of the foregoing. Rapitrad srl in any case reserves the right to refuse assignments if the materials provided by the Customer are deemed illegal, immoral, inconvenient, or injurious to the rights of others. Moreover, Rapitrad srl does not provide any guarantee about the achievement of further results of any kind as a result of the Services provided, outside of what is guaranteed with these General Conditions and/or through express individual agreements that may have been made with the Customer.

10.7 No warranties of any kind shall apply, and Rapitrad srl shall not be liable for any performance, if the Customer is not in good standing, if it or a third party not subject to Rapitrad srl control has made any modifications or interventions in the materials incorporating the Services or has used them for purposes other than their normal purpose, as well as in all cases of damage arising from the fault or negligence of the Customer or third parties not subject to the control of Rapitrad srl, including but not limited to the transmission of incomplete, insufficient, inaccurate, illegible information or documents or their late transmission.

10.8 Rapitrad srl also makes no guarantee as to the quality of the work performed on particularly urgent assignments, that is, assignments accepted by Rapitrad srl that require the translation of more than 10 pages per working day. In such cases, the Customer right to avail itself of the remedies set forth in these General Conditions and/or statutory remedies is excluded.

10.9 Also expressly excluded is any right of the Customer to suspend or delay payments in the event of claims, as well as to independently make price reductions and/or offsets between the amounts owed by the Customer by way of the price of the Services and sums that the Customer deems to be due to it for any reasons whatsoever.

11. Inability to perform the service

In any case, Rapitrad srl shall not be liable to the Customer if the performance of the contract for the provision of the Services is delayed, made impossible or excessively burdensome due to unforeseeable events not attributable to it. Such events include, but are not limited to, the following:

natural events (such as fires, floods, earthquakes), acts of any public authority, explosions, accidents, wars, insurrections, sabotage, terrorist acts, epidemics, national strikes, disruptions in supplies (e.g., of electricity, telephone lines, or other means of communication, as well as other elements essential to the provision of the Services), computer viruses.

If, due to causes not attributable to Rapitrad srl nor to the Customer, the performance of the Services and/or the delivery to the Customer of the related materials and/or the performance of any other obligation of Rapitrad srl remains suspended for a period exceeding three (3) consecutive months, either party shall be entitled to terminate the contract without being subject to any liability whatsoever towards the other party. The provisions of Article 1672 Civil Code remain unaffected.

12. Withdrawal

The Customer has the right to terminate the contract for the provision of the Services even if the performance of the Services has already begun. In this case, the Customer shall be obliged to pay the full agreed consideration for the Service, which must be paid to Rapitrad srl within 30 (thirty days) from the date of the relevant request by Rapitrad srl. This is without prejudice to the right of Rapitrad srl to claim compensation for any suffered greater damage.

In the event of cancellation of an order by the customer, work already performed shall be billed at 100% and outstanding work at 50%, unless otherwise agreed in writing in advance between Rapitrad srl and the customer.

13. Early termination

Rapitrad srl shall have the right to immediately terminate the contract for the provision of Services, in addition to the cases expressly provided for in these General Conditions and by law, if any change occurs in the economic conditions of the Customer that jeopardizes its ability to meet its obligations or in the event that the Customer is placed, by way of example, in liquidation, is subject to bankruptcy or other insolvency proceedings, or is otherwise in a state of insolvency. In this case Rapitrad srl shall have the right to require full payment in a single installment of the amount still owed by the Customer.

14. Confidentiality

14.1 Rapitrad srl and the Customer mutually undertake to keep strictly confidential, and to use exclusively for the purpose of executing the contract for the provision of the Services, all information and documentation exchanged between them in relation to the Service or in any case to their activities, said information being of a technical, technological, productive, commercial, corporate, administrative, financial or business nature in general. Exceptions to the obligation of confidentiality are those pieces of information that are in the public domain at the time they are disclosed, or become public knowledge later due to a fact not attributable to the party that received them, as well as those pieces of information whose disclosure is necessary by regulatory provision or is required by the Judicial Authority or other Public Authority. Exceptions are also made for the provision of Services whose execution, by express agreement between Customer and Rapitrad srl, requires the specific use of automatic translation means provided by online providers: in such cases, the Customer expressly acknowledges and accepts that segments, single parts or words of the

original texts and of the texts translated in execution of the Services, may be stored in remote locations and consequently accessible to third parties.

14.2 Rapitrad srl ensures that internal and external personnel used in the provision of the Services are subject to the above obligation of confidentiality. Explicit authorization by the Customer to use machine translation provided by online providers relieves internal and external personnel used by Rapitrad srl from fulfilling this obligation in view of the very nature of such a translation system.

14.3 Pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), Rapitrad srl, as data controller, processes personal data of customers in accordance with that Regulation. Please refer to the specific document "Data Protection Information Notice" for detailed information.

14.4 Rapitrad srl undertakes to keep confidential any information relating to the Customer activities of which it will become aware in connection with the provision of the requested services and undertakes to commit its (internal or external) personnel to keep such information confidential. The documentation provided by the Customer to Rapitrad srl, as well as copies and archives of the services performed, subject to the obligation of confidentiality, may be retained, even after the provision of the service, in accordance with the procedures and rules in force on retention and archiving of documentation. Considering the electronic transfer of texts and data and in view of other forms of electronic communication between Rapitrad srl and the Customers, with reference to the risk of unauthorized intervention of third persons on the data in question, Rapitrad srl guarantees to adopt appropriate technological systems according to the scientific knowledge currently available. However, Rapitrad srl shall not be responsible for any unlawful misappropriation of data by third parties. Rapitrad srl shall take all necessary measures, in accordance with the GDPR, to protect its data and/or software from possible contamination by viruses circulating on the Internet. Rapitrad srl, however, cannot be held liable in case of contamination of computer materials sent by the Customer as a result of propagation of viruses or other computer infections.

15. Property Rights of Rapitrad srl

15.1 Proprietary rights to anything produced in progress in the delivery of the Service, including but not limited to informational materials, databases, glossaries, and translation memories, belong to Rapitrad srl.

15.2 Under no circumstances is the Customer authorized to distribute nor to any form of commercial exploitation of the materials produced by Rapitrad srl and provided to the Customer in the performance of the Services, nor to create derivative works from them.

15.3 In the event that copyright arises in Rapitrad srl and/or its auxiliaries over the outcome of the execution of the Services, only the property rights strictly related to the purpose and nature of the assignment shall be understood to be assigned to the Customer, and included in the fee for the assignment, without prejudice in any case to the provisions under items 15.1 and 15.2 above. The assignment in favor of the Customer of any rights to glossaries and translation memories is excluded. This is without prejudice to any express agreement to the contrary, to be formalized in writing and with the right of Rapitrad srl to charge a specific fee for the assignment in such a case.

16. Retention of data and materials

Rapitrad srl may in any case retain for filing purposes copies of materials produced in the performance of the Services, as well as copies of data and materials provided by the Customer, pursuant to applicable laws.

17. Autonomy

Contracts for the provision of Services between Rapitrad srl and the Customer are between autonomous and independent parties. Rapitrad srl is a commercial enterprise that provides the Services organizing the necessary means and management at its own risk.

18. Mediation - Court having jurisdiction

18.1 In the event of disputes arising from these General Conditions and the contracts for the provision of services in force between Rapitrad srl and Customer, the parties undertake to carry out a prior settlement attempt in accordance with the provisions of the Italian Legislative Decree 4.3.2010 No. 28.

18.2 If such settlement attempt is unsuccessful, jurisdiction to decide any disputes between the parties shall belong exclusively to the court having jurisdiction over the place of the registered office of Rapitrad srl.

19. Applicable regulations

For any aspect not covered by these General Conditions, the provisions of the law and in particular the provisions of the Italian Civil Code relating to contracts (Art. 1655 et seq.) shall be applicable.

20. Final clauses

20.1 The individual contracts for the provision of Services are governed by the agreements from time to time stipulated and included in the offer issued by Rapitrad srl accepted by the Customer pursuant to Art. 2.4, as well as by these General Conditions. Any previous verbal or written agreements made between Rapitrad srl and Customer shall thus be deemed superseded and repealed. Any subsequent contractual changes will not be effective unless expressly agreed upon in writing.

20.2 Should any clause of these General Conditions be found invalid or ineffective, such invalidity or ineffectiveness shall not affect the validity of the remaining clauses, which shall continue to remain fully effective.

20.3 Communications between the parties pertaining to their contractual relations shall be in writing and, except where a particular form is expressly provided for, may be made by ordinary or registered mail or e-mail, to the addresses which each Party shall take care to provide to the other in writing in a complete and timely manner, including in the event of any subsequent changes.

(The Customer)

Pursuant to and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the Customer hereby declares that it has reviewed and specifically approved the following clauses: 1 (Subject matter); 2 (Definition and stipulation of the service supply agreement); 3 (Changes); 8 (Service Fees and Payments); 9 (Deliveries); 10 (Warranty, claims, liability); 11 (Inability to perform the service); 12 (Withdrawal); 13 (Early Termination); 14 (Confidentiality); 15 (Property Rights of Rapitrad srl); 16 (Retention of Data and Materials); 18 (Mediation - Court having jurisdiction).

(The Customer)