

## General contractual conditions for services

### Foreword

These General Conditions constitute a legally binding contract between the Client and *Activa Translations* with respect to the supply of services of translation or localization, as agreed upon by the Client and *Activa Translations*. In the event of a disagreement on any correspondence, proposal, contract, promotional material or agreement, these General Conditions will be overriding. The forwarding of Original Material (as defined below) implies the acceptance by the Client of all the General Contractual Conditions.

### 1. Definitions

- 1.1. "Translator" refers to *Activa Translations*.
- 1.2. "Client" refers to the individual or business stipulating this contract.
- 1.3. "Original Material" refers to the documents and other material supplied to the Translator for services of translation or localization according to these Conditions.
- 1.4. "Final Material" refers to the final translated version of the Original Material.

### 2. Tariffs

- 2.1. The service stipulated will be carried out by the Translator and billed according to the terms and tariffs given in the estimate.
- 2.2. All the offers and all the estimates given, in whatever form, are not to be considered binding for the Translator or the Client unless explicitly stated otherwise. They will have a maximum validity of thirty (30) days.
- 2.3. The Translator reserves the right to modify the prices and tariffs and/or the estimated delivery date which may have been indicated on previous estimates, at the time of receipt and evaluation of the complete Final Material to be translated.
- 2.4. The Translator will inform the Client of any additional costs or changes to the delivery date before beginning the translation.

### 3. Quality of the service and Original Material

- 3.1. The Translator will carry out the service based on established quality standards, translating special terms according to their conventional meaning.
- 3.2 All of the Original Material will have to be easily legible and delivered to the Translator in the agreed upon formats and within the established time.
- 3.3 The Translator will not be responsible for any delays in delivery which are due to the Original Material being made available late, incorrectly or not at all.

### 4. Modifications or additions to the Original Material

- 4.1 All modifications or additions to the Original Material must be presented to the Translator with clear indications of the changes made and their positions with respect to the copy previously presented.
- 4.2 The evaluation of the cost and time required to carry out the changes or additions to the Original Material for the translations which have already been initiated, will be calculated based on the quantity and nature of the variations and the percentage of work which has already been completed.
- 4.3. The Translator will supply the Client with an estimate of the additional time and cost before beginning the modifications or additions.

### 5. Corrections

- 5.1 The Translator will correct the follow errors free of charge: incorrect translation, omission, spelling errors, grammatical errors.
- 5.2 The Client recognizes that the Translator will not bear any responsibility or obligation for possible errors of translation, unless such errors are indicated in writing within thirty (30) days of the delivery of the Final Material to the Client.
- 5.3 The Translator's sole obligation with respect to any errors indicated within this time period will be that of correcting the Final Material free of charge.

### 6. Limits of responsibility

- 6.1 The Translator assumes no responsibility for any damages, direct or indirect, or claims made against the Client by third parties, resulting from the services carried out by the Translator, regardless of the object or manner of the action, nor that the damages be of a contractual or non-contractual nature, nor or their predictability by the Translator, independently of what is set out in the proposals and associated documents.
- 6.2 The translator will not be responsible for the return, loss or any possible damage to the Original Material. Should unique or valuable material be consigned to the Translator, it will be the Client's responsibility to obtain an adequate insurance policy to cover any damages resulting from the loss or partial or total destruction of this material.

### 7. Declarations and warranties

- 7.1 The Translator declares and guarantees that the service will be rendered following standard in house quality procedures, using all the technology, instruments and qualified personnel available, such that the result satisfies the quality standards proposed and normally applied by the Translator.
- 7.2. The Client declares and guarantees a) that the Original Material is owned by him and is free for his use and b) that the translation of the Original Material and the publication, distribution, sale or other use of the Final Material does not violate any author's rights, trademarks, patent or other third party rights.

### 8. Limits of guarantee

- 8.1. The Translator's guarantees as above replace any other guarantees, express or implied, of the Final Material's saleability or its suitability for a particular purpose.
- 8.2. The Translator does not guarantee that the use of the Final Material or of material contained within it does not violate any trade secrets, author's rights, trademarks, patents or other third party rights.

### 9. Cancellation of the contract

- 9.1. Should the Client default, the Translator will have the right to cancel the contract and the Client will be obliged to pay a sum calculated according to services completed at the time of the contract cancellation and all work in progress.
- 9.2. Should the Translator default, the Client will have the right to cancel the contract and will be obliged to pay a sum calculated according to services completed at the time of the contract cancellation and all work in progress.
- 9.3. In the event of contract cancellation, the Translator will be obliged to hand back to the Client all Original Material and data provided, together with all translated material existing on the date of cancellation.

9.4. The Translator will have the right to withhold the Original Material and the Final Material by way of a guarantee of payment by the Client of the entire sum owed.

9.5. Neither party will be held responsible for delays or non-fulfilment when these are due to events and/or causes of force majeure, non-attributable to either party.

#### **10. Title and ownership**

10.1. All rights relative to the Original and Final Materials, and any author's rights, patents, technology and commercial secrets are and remain solely and exclusively with the Client.

10.2. This notwithstanding, the Client recognises that the Translator is the sole and exclusive owner of all rights regarding (a) inventions, methodology, innovations, data, technology, software and databases used in the translation of the Original Material and

(b) inventions, methodology, innovations, technology, software and databases developed by the Translator during the translation of the Original Material, including all related rights.

10.3. The Translator reserves the right to withhold the Final Material as a guarantee of payment by the Client of the entire sum agreed upon.

#### **11. Confidentiality**

11.1. The nature of the work commissioned and all information given by the Client to the Translator shall be subject to the utmost confidentiality.

11.2. The Translator must not, without the prior written consent of the Client, publicly divulge or bring any such information to the attention of third parties, with the exception of authorised collaborators or subcontractors authorised by the Translator whose operational or consultative roles require them to have access to this information.

11.3. The above guarantee does not apply in cases where the Translator is required by law to communicate such information, or when such information is in or comes into the public domain independently from any divulgence on the part of the Translator.

#### **12 .Indemnity**

12.1. The Client shall indemnify the Translator, his agents, managers, staff, employees, collaborators, representatives and assignees against any loss, damage, cost or expense, including legal costs, deriving from or connected with any claim or legal action concerning (a) the execution of this contract; (b) the Client's violation of contractual declarations and guarantees; (c) the production, publicity, promotion, sale or distribution of any material on behalf of the Client; (d) any duty, tax, tariff or similar charge laid down by law or by the production, publicity, promotion, use, importation, licensing or distribution of any material on behalf of the Client; (e) any claim for damages through the violation by the Final Material of any author's rights, trademarks, industrial patents or other rights.

#### **13. Terms and methods of payment**

13.1. Payment shall take place via bank credit into the account indicated by *Activa Translations* with settlement upon the delivery of the Final Material.

#### **14. Place of jurisdiction**

These General Conditions are governed by the laws of Spain, and the parties elect by mutual consent to submit to the jurisdiction of Málaga.