

## COMMERCIAL TERMS

From-To Ltd. general terms and conditions for carrying out translation, proof-reading, interpreting, DTP and/or other translation and localization work.

From-To Ltd. shall carry out translation, proof-reading, interpreting, DTP and/or other translation and localization works under the following general terms and conditions.

For definitions see Annex I (Definitions referring to Translation and Interpretation Services).

### QUOTE

Unless otherwise stated, our translation services are calculated on the basis of a unit price per source word (based on analysis provided by the software used for any applicable work). All translations works provided include revision by a second pair of eyes according to the work process described below.

Proofreading, redrafting, formatting, and localization services are charged on the basis of an hourly rate, after the calculation of the number of hours required to carry out the requested work. The quote also indicates a prevision of business days necessary to perform the requested work, if applicable.

Interpretation services are charged on a basis of two sessions (of a maximum four hours each, with a minimum interval of one and a half hours) amounting to 7 hours in total, commencing upon requested time of arrival. Exceptionally, the interpreter may work for an extra hour (strictly one hour) beyond this limit, subject to negotiated charges. In case the scheduled timetable exceeds 8 hours, a second team of interpreters must be recruited. An extra value for copyright can be charged in case the interpretation is to be recorded for further use.

Every order from a customer is subject to a prior free detailed quotation, based on the information provided by the customer. The rate provided in the Quote is fixed and final except in the following cases:

- a) the modification of the content or the addition of documents by the customer once the order has been confirmed;
- b) the absence of documents at the time of calculating the quotation, in cases where the quotation calculation was based on an indication of the approximate number of words and an extract of the content;
- c) it is not possible to perform a word count on the sent documents as they are in an uneditable format, in which case the unit price is applied to the final counts of the translated document(s).
- d) in more exceptional cases, the under-estimation of the work to be done, relating in particular to services invoiced on an hourly basis.

Whenever possible, unless other instructions are given by the customer, all efforts will be done to supply the Work in the same layout as the source version. If extra work is foreseen in order to deliver a document in a specific format requested by the customer, this shall be clearly stated in the quote together with the price for executing the formatting work.

From-To Ltd. shall inform by writing (mail, e-mail or fax) the customer of any modification to the price once in receipt of the countable documents and as soon as possible in case of prevision of any changes in prices, before executing the work.

Provided that order confirmation is received within 5 (five) days of the quotation's date of issue, the delivery period indicated on the quote shall be effective as from the day on which the order is confirmed. In the event that an order is confirmed more than one week after the issue of the quotation, the delivery period may vary depending on the availability of the staff at the time of receiving confirmation.

#### CONFIRMATION OF ORDER

The customer must send a confirmation by regular mail, e-mail or fax, stating that the conditions established in the quote, including instructions, word counts (No Match, Repetitions, Fuzzy Match, 100% Match), cost price, DATES, delivery deadline and language combination, are accepted and that From-To Ltd. may start the work.

#### PAYMENT TERMS

Except in the case of any special conditions agreed in a specific service agreement with the customer, invoices are understood to be net, without discount, and payable within 30 (thirty) days from the issue date of the invoice. Settlement should be made by a bank transfer, unless agreed otherwise. Details of the bank account are indicated in the sent invoice.

Where payment is delayed, orders in progress may be legitimately suspended until full settlement of the payment or the resolution of disputes.

#### CANCELLATION OF WORK

In the event of the cancellation of an order notified by the Customer, any work performed up to that moment shall be charged at 100% of its value, and the remaining quoted value of the work shall be invoiced at 50%. From-To Ltd. may, at its sole discretion, waive the charges for the remaining quoted value of the work.

In the event of the cancellation of an interpretation work already booked by the Customer, the following charges apply:

more than 7 days before the event: no charge

2-7 days before the event: 50% of the value of the work

less than 48 hours before the event or on the day of the event: 100% of the value of the work.

In case of justification by the customer, From-To Ltd. may, at its sole discretion, waive the charges for the remaining quoted value of the work.

#### SERVICE SPECIFICATION

#### PRODUCTION PROCESS

#### RECEPTION

The files to be handled should be sent by the Customer as soon as possible after the acceptance of the work so as to ensure that the deadlines can be met, and the latest with the confirmation of the order. Any specific instructions and support documents to be used for the work should also be provided.

For interpreting works, working documents and texts to be read out at the conference, as well as any specific instructions and support documents should be sent by the Customer to From-To Ltd. as soon as possible after the acceptance of the work so as to ensure that the interpreters can adequately prepare. All documents (agenda, related documents, speeches, glossaries, etc.) pertaining to the assignment should be provided at least 8 days in advance of the interpretation event. Whenever appropriate, a briefing session with the person responsible for the venue shall be requested.

The documents can be received in electronic file format via email or electronic file transfer, or in HTTP format via FTP server.

#### TRANSLATION

At From-To Ltd., we are aware that our strength lies in the human factor. In accordance with our motto - "Translations with a Face" - all translation assignments are identified with the name(s) of the translator(s) and reviser(s) responsible for each assignment carried out, and will be made known to the Customer upon request.

To the extent possible, From-To Ltd. shall always use the same translators, proof-readers, interpreters and revisers for a particular From-To Ltd. end customer to guarantee consistency and coherence of the translations.

All glossaries and relevant documentation supplied by the Customer shall be consulted and used to complete the assignment. Internal terminology databases and linguistic resources shall also be consulted.

Terminology issues shall be handled by our terminology department, and included in a list to be sent to the Customer in the form of a query (no later than when the translation is finished). In the event of disagreement about any suggested term/expression contained in the reference documents sent by the Customer to be used in the assignment, or if any problem is detected in the original text, the Customer shall be informed immediately so that a decision about the detected issues can be made and built into the process.

If for any reason the agreed delivery deadline cannot be kept, or if any problems or potential problems in connection with a Work shall arise, From-To Ltd. shall as quickly as possible contact the Customer, and undertake all necessary steps to deliver the work in a satisfactory way to the customer.

#### REVISION

According to our quality control system, all translations are integrally revised by the technical and linguistic team before being returned to the Customer.

Documents are proof-read and spell-checked by a person other than the translator who will examine the translation for its suitability for purpose. This includes, in accordance with the requirements of the project, comparison of the source and target texts for terminology

consistency, register and style.

#### DELIVERY

Whenever possible, unless other instructions are given by the customer, all efforts will be done to supply the Work in the same layout as the source version.

The completed assignment is checked by the project manager in order to verify that the service provided meets the service specifications. The files are returned to the Customer as required in electronic file format via email or electronic file transfer or in HTTP format via FTP server.

#### INTERPRETATION

Unless arranged otherwise with the Customer, the interpreters team shall present themselves to the person of contact of the customer, at the location of the venue, at least half an hour before the start of the work, in order to familiarise themselves with the booths, technical equipment, and other eventual teams.

In case technical facilities are not provided by From-To Ltd., technical facilities and equipment provided by the customer should be in perfect working order and the booths must be spacious enough to seat two people comfortably. These should be sound-proof and appropriately located so that the interpreters have a clear view of the speaker and of any projections that may be shown; Optimal acoustic conditions must be provided for whispered or consecutive interpreting; appropriate breaks for the interpreters, in accordance to best practices, shall have to be considered by the customer.

The interpreters shall not perform any other duties except that of conference interpreter at conferences for which they have been taken on as interpreters.

At the end of the conference, the interpreters team shall meet with the person of contact, in order to give/receive feedback and close the interpretation project.

#### QUALITY CONTROL

The quality control system implemented by From-To Ltd. allows any eventual errors to be identified and corrected during all of the stages involved in the execution of the assignment. It also allows our services to be monitored and improved, with feedback from our customers being incorporated. The quality system is characterised by the following guidelines:

- The project manager ensures that the specifications of each work for each customer are clearly understood and documented;
- During the course of an assignment, at least 3 verification steps are executed: when the assignment is received, during its execution, and when it is delivered; all executed work is subject to these control mechanisms, which are documented;
- All checks are carried out by a person other than the person executing the work;
- Each project is documented from start to delivery so that the origin of any error that might occur may be immediately identified and corrected;

- All tasks are executed by qualified staff according to the minimum qualification defined in the European Norm for the provision of translation services ISO 17100; all freelancers are subject to tests and approval before starting work with the company, and regularly evaluated;
- All instructions given to internal and external staff are written;
- All translation service providers are aware that they should immediately inform the project manager, by means of a special form, if any issues arise which may cause loss of quality;
- Comments and feedback provided by customers are analysed so that they can be integrated in the work process in such a way as to allow the service to be adapted to the requirements of the customer;
- All instructions resulting from customers' comments and feedback are presented in writing to the staff concerned and are duly documented;
- The system is regularly controlled.

#### CONFIDENTIALITY

From-To Ltd. acknowledges that any information which is known or has become known to him in the course of execution of translation, revision, interpretation, or merely entrusted to it, of whatever nature, whether personal, commercial, scientific, legal, or any other services, is of a strictly confidential nature. This information shall not be disclosed to third parties without prior written consent of the Customer. This obligation refers not only to the duration of this Agreement with From-To Ltd., but also to the period thereafter.

The confidentiality obligation does not include information which:

- is already known to From-To Ltd. and/or its co-workers, unless this information was disclosed with confidentiality obligation;
- is developed lawfully by the From-To Ltd. independently of the Customer;
- is obtained lawfully by From-To Ltd. without obligation to secrecy from third parties;
- has already been published for the general public by the lawful owner.

In the case of the transfer of data over the Internet, and recognising that data transported by these means is not protected from any possible misappropriation, and that the communication of any information of a sensitive nature is at the sole risk of the user, From-To Ltd. cannot be liable for any possible leakage of information or data exchanged over the Internet.

All translators, revisers and interpreters working on behalf of From-To Ltd. are bound by a Confidentiality Agreement and therefore equally accept their liability in the event of their disclosure of the information made available to them for the purposes of their translation services.

## COPYRIGHT

After the full payment of the invoices due for the Work, and unless otherwise agreed, From-To Ltd. declares that the entire copyright in the Work, including without limitation all economic rights and the exclusive rights to reproduce, fix, adapt, modify, translate, create derivative works from, manufacture, market, introduce into circulation, publish, distribute, sell, license, sublicense, transfer, rent, lease, transmit or provide access electronically, broadcast, display, enter into computer memory, and use the Work, all modified and derivative products thereof, and all portions or copies thereof in any form, as well as any inventions, designs, and marks embodied in the Work or developed in the course of the creation of the work, including without limitation all utility and design patent rights and equivalent rights in and to such inventions and design rights, and all trade and service mark rights, is assigned to the customers, and successors.

Until full and final payment for the services provided, namely translation, proofreading/revision or localisation, From-To Ltd. shall hold the copyright of all translated documents, whether in whole or in part. In the case of non-payment, any use, representation, or reproduction of the work in question, whether in whole or in part, shall remain unlawful.

## ACCOUNTABILITY AND LIABILITY

By placing an order, the customer accepts to settle the invoice by the indicated due date, usually within 30 (thirty) days after invoicing. Any special arrangement requested by the Customer at the time of confirming the order shall be indicated on the invoice.

The Customer shall be granted a period of five (5) working days as from the receipt of the translated or proofread documents to make known in writing any disagreement with respect to the quality of the services. Once this period has elapsed, the services shall be considered to have been duly executed and shall be subject to invoice.

Defects present in one part of the translation shall not be grounds, for any reason whatsoever, for questioning the entire project. In case of complaint, From-To Ltd. will open a Complaints Case acknowledging the same within one working week and close the matter in the least time possible.

In the event of dispute as to the quality of the services rendered, the liability of From-To Ltd. shall never exceed the invoice amount of the order in question. From-To Ltd. shall under no circumstances be held liable by the Customer or any other party for indirect, incidental, special or consequential damages (including, but not limited to, loss of profits or savings, work interruptions, deterioration or replacement of equipment and goods, or the recovery or replacement of programmes or data) arising from complaints based on the accuracy, readability, precision or coherence of the data handled by From-To Ltd., even if the latter has been informed of the possibility of such claims or damages.

From-To Ltd. shall not be held liable for delays in delivery caused any reason beyond its control, namely any eventual delays incurred by communications by fax, modem, e-mail or any other data carriers, or cases of force majeure. Any delay demonstrated as being directly attributable to From-To Ltd. shall be compensated up to the value of 5% (five percent) of the initial value of the order in the form of a discount on the invoice or a credit against the next order. Any delay that is directly attributable to the Customer (delay in the delivery of files, delay pending necessary information, invalid format, unreadable text, etc.) shall not

give grounds for any compensation.

## HANDLING OF COMPLAINTS

Any complaints concerning the quality of the services supplied by From-To Ltd., shall have to be accompanied by precise corrections and explanatory comments on the nature of disputed text, with pertinent supporting examples. Stylistic or terminological questions which are a matter of preference shall not be considered. The formal complaint shall be submitted in writing by registered mail with return receipt to From-To Ltd, 49 Station Road, Polegate, BN26 6EA, The United Kingdom (or by e-mail with automatic return receipt addressed to from-to@from-to.eu) within 5 (five) working days of the delivery of the work.

After the opening of a Complaints Case, and in the event of a legitimate claim concerning the quality of the work performed, From-To Ltd. may after agreement with the Customer or at its sole discretion, adopt one or more of the following compensatory measures:

- carry out at its own expense, and within a timely manner, a revision of the disputed text performed by an independent proof-reader of its choice.
- grant a discount against the invoice, of up to a maximum amount of 40% of the value of the invoice concerned, before taxes
- grant a credit against a future order up to a maximum amount of 40% of the value of the invoice concerned, before taxes

## ANNEX I

### DEFINITIONS REFFERING TO TRANSLATION AND INTERPRETATION

Customer	any individual or corporate entity represented by the purchaser signing the Purchase Order. From-To Ltd. understands without restriction that any employee or contractor of a company or organisation placing an order on behalf of this company or organisation shall have received prior authorisation from the management to undertake the procurement of services.
Work	Any task pertaining translation, proof-reading, interpreting, DTP and/or other translation and localization work supplied to a customer.
Source language	Original language spoken or written to be interpreted or translated/revised.
Target language	Language into which the source language is to be rendered by interpretation or translation.
Translation	Conversion of a text from a source language into the target language specified in the Work Specification and based on data taken from the translation memory, the machine translation and/or the terminology lists if

and where available.

CAT translation	Conversion of a text in a source language into the target language specified in the Work Specification using Computer-Assisted Translation software data taken from the a translation memory, the machine translation and/or the terminology lists if and where available.
Interpretation	Rendering of spoken information in the source language into the target language in oral form.
Proof-reading	Work carried out by a proof-reader, checking of proofs before publishing.
Reviewing	Work carried out by a reviewer, in which he/she examines a target text for its suitability for the agreed purpose and respect for the conventions of the domain to which it belongs and recommend corrective measures.
Revision	Work carried out by a reviser, in which he/she examines a translation for its suitability for the agreed purpose, compare the source and target texts, and, if necessary, rewriting of the text with an eye to linguistic aspects such as terminology, grammar, style and accuracy of translation.
Purchase Order	A confirmation from the customer, sent by regular mail, e-mail or fax, stating that the conditions established, including instructions, word counts (No Match, Repetitions, Fuzzy Match, 100% Match), cost price, delivery deadline and language combination, are accepted and that From-To Ltd. may start the work.
Word counts	Number of words of a text based on analysis provided by the software used for any applicable work (e.g. calculated using the Word Count Statistics tool in MS Word, or word count tool of any CAT Tool used for doing the work).
100% Match	A source text segment which is identical with a source language translation unit in the translation memory and which corresponds with a target language segment.
Repetitions	A source text segment which is identical with a segment translated earlier in the current source text and which consequently does not require a new translation.
Fuzzy Match	A source text segment for which a similar but not entirely matching source language translation unit with corresponding translation in the translation memory is available.
No Match	A source text segment for which no 100 % Match, Repetition, Fuzzy Match or MT Proposal of an acceptable quality level is available.