

# Terms and conditions of sale for translation services

### 1 General

The placing of any order for translation or interpreting services from RédaTech SA shall imply acceptance of these terms and conditions. Where the term "Customer" is used, it shall refer to any person representing the company that placed an order with RédaTech SA

#### 2 Translation and interpreting

RédaTech SA undertakes to have all translation and interpreting work that it accepts carried out by professionals. In accordance with contract law, the quality of such work must be fair, comply with accepted industry standards and conform to the ethics of the profession, particularly with regard to professional secrecy.

It is essential that the text for translation be accompanied by any illustrations or drawings which are set forth therein, or which facilitate understanding of the text. In order that the translator may work under the best possible conditions, it is in the Customer's interest to provide them with all documentation relating to the subject matter concerned and to allow them access to documentary sources and contact with the company's technicians. The Customer shall inform the translator of the meaning of any symbols and abbreviations contained in the text and shall provide them with information about any company-specific terminology. Texts submitted to RédaTech SA must be easy to read and either printed, typewritten or in a standard editable digital format. Translations intended for printing may not be deemed to be final proofs. After translation, the Customer shall employ the services of a proofreader. This service may be requested from RédaTech SA. Translations and interpreting services must always be ordered individually.

#### 3 **Timescales**

The timescales specified on our quotations are calculated in working days. RédaTech SA must be provided with all the texts for translation, as well as all the additional items required to enable their translation. Any amendment to the order, whether in terms of quantity, technical nature or presentation, etc., shall require a new estimate.

In the event of non-availability of the equipment, information or personnel required to translate the documents, there may be a delay in the specified timescales. These specifications do not take into account the time required for proofreading or validation of the documents by the Customer's personnel. If multiple projects have to be completed at the same time, or if the project is very large, RédaTech SA may, at the Customer's request, make several translators available to complete the work within a shorter time frame. This may result in additional costs.

#### 4 Delivery

The documents are delivered to the customer in file form, in the format specified in the budget estimate. At the express request of the Customer, the source files, or editable files, may be delivered by RédaTech SA in a different format specified by the Customer. The preparation of these editable source files may be chargeable if the requested structures and formats are not in line with the usual working practices of RédaTech SA.

# 5 Fees and billing

For fees, minimum billing and surcharges for special cases, please refer to the current price list or to the agreements made between RédaTech SA and its Customer. The unit of account and the unit of billing shall be the word. For orders over CHF 5000.00, a deposit of 30% may be requested at the time of ordering.

# 6

Our invoices shall be payable within 30 days, net and without discount. Any delay in payment shall automatically incur default interest in accordance with statutory commercial interest rates.

# 7 **Property**

Until payment is made in full for the work performed, all the delivered files or the source files of the documents shall remain the property of RédaTech SA.

Upon payment of the total amount due for the services and work, the documents shall become the property of the Customer.

#### 8 Data backup and archiving

Unless the Customer expressly requests that the documents be destroyed, RédaTech SA shall retain and back up all of the Customer's data and source files as well as the deliverables. This service shall be provided on a discretionary basis and RédaTech SA shall in no way be liable for any loss or deletion of data.

# 9 Disputes and forum

Claims regarding translations shall only be accepted within ten days of delivery of the translated documents. Claims must be accompanied by supporting documents. RédaTech SA shall not be held morally or materially liable for claims based on stylistic, synonymic or purely semantic nuances, or any other nuances.

In no event shall RédaTech SA be held liable to the Customer, or any other person, for any special, incidental, indirect or consequential damages (including, but not limited to, loss of profits or savings, user's health, business interruption, damage to or replacement of equipment and assets, etc.) in connection with its translations.

These terms and conditions shall be subject to Swiss law. In the event of a dispute, the Commercial Court of La Chaux-de-Fonds shall have sole jurisdiction.

The registered address of RédaTech SA is 2300 La Chaux-de-Fonds, Switzerland.