

General Conditions of Traducciones Continental, S.L.

I. Orders

- Orders for translation shall be sent in writing to *Traducciones Continental* clearly indicating the language(s) into which the document is to be translated, form of delivery/storage media and delivery format, deadline date, the purpose of the translated document and its confidentiality level and any further information that the client may deem necessary such as previous translations, own glossaries, additional text or graphic documentation, etc. *Traducciones Continental* shall provide the client with order forms for this purpose.
- If a translation order does not clearly include the aforementioned specific details, *Traducciones Continental* shall apply the most appropriate basic conditions according to its criteria which, by default, are as follows: delivery of the document in Word format, by electronic mail for internal use (not for publication) within a reasonable (not urgent) time frame.
- If *Traducciones Continental* submits an estimate for the job, work shall not commence until the client accepts such estimate in writing.
- Original documents shall be perfectly legible, complete and in final version. Any change to the original documents once the estimate has been accepted or the work begun, and likewise any error or incongruity in these, may give rise to a delay in the delivery date and could also result in an additional charge.
- In the case of orders made by electronic mail or through the Internet, the content of the work order form or the electronic mail shall be binding. Similarly, acceptance of an estimate may be made by electronic mail and in this case explicit reference shall be made to the work order whose undertaking is authorised.

II. Date of work commencement and delivery

- For all intents and purposes, the work order delivery date shall be understood as that date on which the translation has been made available or sent to the client by electronic mail, fax and/or courier service. "Made available" to the client shall be understood to refer to the moment at which, by any of the above mentioned means or some other urgent delivery service whose date of delivery is duly registered (telegram, postal fax, etc.), the client is informed that the translation is available at the offices of *Traducciones Continental*. It is agreed that communications made after 15:00 shall bear the date of the following working day.
- In respect of late interest, if *Traducciones Continental* should fail to meet the delivery date for reasons attributable to its control, the client shall be compensated with a reduction in the total price equivalent to 1 % per day of delay.
- If the order deadline date is crucial to the use intended by the client and should the order be received after such deadline date, and as result the translation being of no use, specific mention of this fact must be made in the annexed form. Otherwise the liability of *Traducciones Continental* for any delay shall be limited to the terms set out in point 2 above.

III. Cancellation of Orders

- Cancellation of an order by a client shall take effect as of the date of notification. *Traducciones Continental* shall invoice the client for the amount corresponding to the work done up to that date calculated in accordance with agreed fees; such amount shall be forwarded to the client no later than the working day following reception of the cancellation. The work completed up to that date shall be delivered to the client as described above for finished orders.

IV. Complaints

- Any complaint concerning the translation shall be directed to *Traducciones Continentals* technical management office, which guarantees quality service by means of an internal quality control and management system, the contracting and sub-contracting of the professionals it considers most suited and revision of all translations before their delivery to the client. Pursuant to this guarantee and upon prior agreement with the client, *Traducciones Continental* shall correct any errors, shall redo the translation if necessary and if deemed appropriate and shall compensate the client with a reduction of the invoice price. Under no circumstances may the client refuse payment of an invoice for alleged deficiencies in the translation that are not duly justified once such translation has been delivered and accepted.
- The client's complaint shall be detailed setting out the reasons why he/she considers that the translation is inaccurate or fails to comply with the specifications of the order. Complaints must be received within a maximum of 30 calendar days from the date of delivery of the work order; past that date, *Traducciones Continental* shall not be held liable for complaints of any kind.
- Traducciones Continental* shall always make an effort to see that the translation best meets its intended purpose but the client is the sole party responsible for the final purpose and use of such translation. *Traducciones Continental* shall not be held liable for the use or even the illicit use or possible impact of its translations, intended or not, in the area of advertising, propaganda, commercial or contractual activities.

V. Confidentiality

- All personal data supplied to *Traducciones Continental* for administrative purposes shall be processed in accordance with the Personal Data Protection Act, Organic Law 15/1999 of 13 December and shall not be transferred to third parties except insofar as permitted by law. The party concerned has the right to rectify and request the deletion of his/her data from our files.
- All translations shall be treated with our standard professional confidentiality. However, *Traducciones Continental* shall not be held liable for possible leakage of information to third parties.
- Traducciones Continental* reserves the right to keep a copy of all original documents and their corresponding translations for the purpose of creating terminology data bases for future use unless the client explicitly requests the destruction of all documentation related to a particular work order. In this latter case, *Traducciones Continental* will not be in a position to guarantee the future monitoring of orders nor shall it be held liable in the case of claims given that it is no longer in possession of the documentation related to the order in question.

VI. Copyright

- The client must be the owner or duly authorised usufructuary of the copyright or other intellectual property rights applicable to the materials to be translated.
- The intellectual property rights of the work which is the obtained result of the transformation shall belong to *Traducciones Continental*.
- The client shall be held fully liable for the infringement of any of the rights laid down in Royal Legislative Decree 1/1996 of 12 April approving the rewritten text of the Intellectual Property Law, *Traducciones Continental* remaining free of all liability.
- The client shall assume full liability for the infringement of prescribed confidentiality clauses regarding third parties.
- Traducciones Continental* reserves the right to reject work orders for the translation of documents that, for any reason, may be considered unlawful, may be intended for unlawful purposes in the target country or may contain immoral material.

VII. Payment methods and place for payment

- As a general rule, payment is made at the time of delivery of the completed work order by *Traducciones Continental* either in cash or by means of bank transfer. The corresponding invoice shall accompany the completed work order. If it should be agreed to defer payment for a period exceeding fifteen calendar days from the date of delivery, *Traducciones Continental* shall add the cost incurred for said deferment to the fee charged to the client.
- Non-payment of an invoice shall accrue legal interest and may entail the suspension of any ongoing work orders and the refusal to accept new work orders until the former has been paid. *Traducciones Continental* reserves the right to notify the legal department of any associated professional translation companies, the non-payment of an invoice with a view to preventing the processing of work orders through other Association member companies and that such matters are duly recorded in the event of initiating any legal action.
- In cases where the client requests that an invoice be made out to a third party, such client may be required to provide a guarantee in the amount of the invoice.

VIII. Applicable law and jurisdiction

- For the settlement of any dispute stemming from the contract or legal document, the parties shall submit to the institutional arbitration of the Court of Arbitration of the Bilbao Chamber of Commerce, Industry and Shipping, which shall be responsible for the appointment of the arbitrator(s) and the arbitration proceedings. The parties undertake from now on to comply with the decision taken thereby.

IX. Final clause

- The client acknowledges these conditions as the full and exclusive expression of the agreement between the parties which shall supersede any prior contract or agreement meaning that this document is the sole expression in force of his/her will, without prejudice to the additional enforcement of general legal system regulations in cases not specifically contemplated under this contract.