

Terms and conditions

1. GENERAL CONDITIONS

1.1 Scope of application

The following terms and conditions apply to all orders placed with Lexikón S.n.c. (henceforth "Lexikón") and shall prevail over the terms and conditions set by the client without the express written acceptance by Lexikón.

1.2 Implied acceptance

Upon placing an order with Lexikón, customers are deemed to have read, understood and agreed to these terms and conditions.

1.3 Additions and modifications

Any additions and / or modifications to these terms and conditions shall be given effect only if accepted in writing by Lexikón.

2. ORDERS ACCEPTANCE AND EXECUTION

2.1 Duration of offers and quotes

All offers and quotations communicated in any form are not binding, unless explicitly stated otherwise, and will have a maximum duration of 30 (thirty) days.

2.2 Revision of purchase orders

Any revisions or amendments to the original order are not included in the bid price and will be billed separately. In the event that the customer decides for any reason to modify, postpone or cancel the order, Lexikón has the right to charge the customer for the work done up to the time of the change, postponement or cancellation, and to request a compensation for the unexecuted part of the order.

2.3 Purchase order cancellations

Lexikón reserves the right to refuse or cancel any order within 24 hours after reviewing the text to be translated, and will not be liable to pay any compensation, nor to give any explanation.

2.4 Quality of service

Lexikón is committed to carry out its services with diligence, complying with the requirements of the customer (e.g. regarding the use of terms or glossaries specifically requested or provided). In the event of serious doubts on the applicability of these provisions, Lexikón will immediately inform the customer before starting the work, and reserves the right not to accept the assignment.

2.5 Job assignment

Lexikón reserves the right to assign, in whole or in part, the job received to third parties.

2.6 Confidentiality

Lexikón is committed to maintain the strictest confidentiality of any document or support material, as well as all information provided by the customer and entrusted to us. This confidentiality obligation will continue beyond termination of the agreement. Lexikón will not attempt in any way to profit or benefit from any information acquired during the execution of the assignment.

2.7 Purchase Order (PO)

All service requests must be accompanied by a purchase order or PO clearly indicating: a) the type of service requested (translation, editing, proofreading, etc.); b) any reference materials (terminology, style, etc.) to be used in carrying out the job; c) all of the details relating to the volume (word count, hours, etc.); d) delivery and return dates; e) the name of the company commissioning the job and the person responsible for the project (project manager); f) the price agreed by the parties for the completion of the job. The purchase order must be sent to Lexikón by postal mail, email or fax. Lexikón reserves the right not to begin working until this purchase order has been received.

3. LIABILITY FOR THE SERVICES AND PRODUCTS PROVIDED

3.1 Liability towards the customer

The assignment of the job, in whole or in part, to a third party shall not in any way limit Lexikón's liability towards the customer.

3.2 Limitation of liability

Lexikón will only be responsible for proven damages directly attributable to his culpable negligence. The liability will be limited to the amount of the invoice issued by Lexikón for the challenged provision. Lexikón assumes no liability or responsibility for any loss of revenues or profits due to inadequate performance.

3.3 Compensation for third parties

The customer shall indemnify and hold Lexikón harmless from and against any and all claims of third parties.

3.4 Ambiguities or errors in the source text

The presence of errors or ambiguities in the source text to be translated automatically indemnifies Lexikón from any liabilities. Lexikón shall not be held responsible or liable for any damage suffered by the customer as a result of the translation provided where the original text contains errors, omissions, use of wrong terminology or other errors.

4. SUPPLY OF SERVICES

4.1 Delivery times

Lexikón is committed to respecting the delivery dates agreed with the customer, except in the cases of force majeure referred to in paragraph 5. In case of delay with respect to delivery dates explicitly confirmed in writing by Lexikón, there will be a deduction from the amounts payable by the customer for the maximum compensations provided for in paragraph 4.2 in relation to the amount due for the work. In the case of jobs involving staggered deliveries, the percentage of compensation referred to in paragraph 4.2 will be calculated on the delayed fraction. In case of any modifications to the assignment decided by the customer after the work has started, which are affecting the volume and / or the degree of difficulty of the job, Lexikón has the right to adjust the delivery dates accordingly.

4.2 Compensation for late delivery

The maximum compensation provided in case of late delivery with respect to the delivery deadline agreed in writing, and only where the delay is directly and solely attributable to Lexikón, are as follows: 5% of the total amount due for the fraction of the work delivered with a delay exceeding 24 hours after the agreed delivery date, 10% of the total amount due for the fraction of the work delivered with a delay exceeding 48 hours after the agreed delivery date, 15% of the total amount due for the fraction of the work delivered with a delay beyond 72 hours after the agreed delivery date. If the delay exceeds five (5) working days beyond the agreed delivery date, the customer will have the right to terminate the agreement and cancel the job, in which case Lexikón will not be entitled to payment for the fraction of work delayed. Such compensations will only apply if a new date has not been agreed with the customer after a delay has been promptly announced by Lexikón.

4.3 Cancellation by the customer

Should the customer cancel a job for reasons which are not of force majeure, the customer will be required to pay for the entire part of the job already performed by Lexikón, under the provisions of section 2.2. Any cancellations notified to Lexikón before the job confirmation will not result in charges.

4.4 Complaints

4.4.1 Communication by the customer

Any claim by the customer about omissions and flaws in the work delivered as well as on the amounts billed shall be notified in writing (via fax, email or letter) within eight days from the date of delivery.

Notifying any claims will not in any case relieve the customer from the obligation of payment. Therefore, any claims or disputes will not give the customer the right to suspend or delay payments. Lexikón's obligations in relation to delivery, repairing defects, refund or rebates on the purchase price as well as any payment for damages will be invalidated in the case that omissions, defects and delays have not been notified in writing by fax within eight days from the date of delivery.

4.4.2 Customer's obligations

Any claim must be accompanied by the original documents and their translations with error findings clearly highlighted. In case of complaints, the material delivered shall be made available to Lexikón for further verifications performed by Lexikón itself or a third party indicated by them. Any right to claim will be invalidated in the event that the customer fails to fulfill or only partially observe the obligations mentioned above.

4.4.3 Validity of claims

In the event of customer's claims notified within the period and in the manner mentioned above, Lexikón will, at its own expense and within a reasonable time, deliver a new edition of the disputed translation. Alternatively, at its sole discretion, Lexikón may grant to the customer a price discount. The customer shall have no further right, except in cases of intent or gross negligence on Lexikón's part regarding the quality of the service supplied.

5. FORCE MAJEURE

5.1 Definition of force majeure

"Force Majeure" means any cause beyond a Party's reasonable control affecting the performance of its obligations hereunder. Events of force majeure include, but are not limited to: strikes, boycotts, lockouts, fires, wars, civil wars, riots, revolutions, requisitions, embargo, energy black-outs, delays in delivery of components or other materials and other serious problems at Lexikón's or its suppliers' premises.

5.2 Suspension and termination of the contract

In case of an event of force majeure, the obligations of both parties are mutually suspended. Should the duration of the force majeure condition make it impossible to fulfil the agreement, each party shall have the right to cancel the agreement for the future with a written statement, and neither party will be required to reciprocal compensation. If for reasons of force majeure Lexikón will be forced to furtherly stop the performance of the services, Lexikón retains the right to compensation for the work performed and delivered so far.

6. SHIPPING AND DELIVERY

6.1 Delivery methods

Unless otherwise agreed by the parties in writing, delivery will be deemed made at the time of dispatch (by e-mail, FTP transfer, etc.) of translated materials by Lexikón.

6.2 Receipt confirmation by the customer

The delivery of data via e-mail is considered to be performed at the time of delivery and the customer is required to confirm receipt of the data. Without such confirmation, Lexikón can not be held responsible for delay or non-delivery. If requested by the customer, Lexikón will provide proof of delivery by forwarding the message originally sent to the customer for the purpose of communication of such delivery.

7. COPYRIGHT

7.1 Copyright transfer

Unless expressly agreed otherwise in writing, Lexikón will retain the copyright on translations and other written texts until full payment for the assignment has been received.

7.2 Compensation for third parties

The customer will entirely release Lexikón from claims of third parties relating to possible infringements of copyright and related rights, due to translations, corrections, editing, drawings etc. performed by Lexikón on behalf of the customer.

8. PAYMENT

8.1 Terms of payment

Unless explicitly agreed otherwise in writing by both parties, all invoices must be paid by bank transfer no later than 30 (thirty) days from the date of issue. If payment is not received by the due date, the customer is considered to be "in default".

8.2 Interests

In the event that the customer has not paid an invoice within the aforesaid period, Lexikón is entitled to charge the customer, from the end of that period, interest equal to the statutory interest in force at that time, calculated on a daily basis. All judicial and extra-judicial costs, which Lexikón incurs in order to collect the amount owed by the customer, shall be borne by the customer. The same applies in the event of bankruptcy or suspension of payments.

8.3 Compensation

Compensation is not permitted.

8.4 Guarantees

To obtain guarantees Lexikón will have the right to request, at its discretion, partial or full payments in advance before starting to work on an assignment. Lexikón also reserves the right to send partial invoices during the execution of the work. In the event that the customer has not submitted the required guarantees within five (5) days after such request, Lexikón shall have the right to suspend its obligations and/or to terminate the contract. In case of suspension and/or termination of the contract, Lexikón will retain the right to compensation for work performed and delivered up to the time of suspension and/or termination.

8.5 Dispute about the amounts invoiced

In case of dispute of the amounts invoiced, the customer is required to submit a complaint within the period mentioned in Article 4.4.1. In the absence of such a complaint, any right of appeal against the invoiced amount will be automatically invalidated.

8.6 Ownership of the supplies

Lexikón retains ownership of the work carried out until full payment of customer receivables. The customer accepts that Lexikón will have the right to withdraw any unpaid supplies (after the expiry of the payment terms and after the reminder).

8.7 Copies of supplies

The customer accepts that Lexikón can require the immediate termination of any copies of the original supplies, in any form, as long as the debt is not fully paid.

8.8 Payment extension

Any payment extension granted by Lexikón to the customer will have value only and to the extent that has been granted in writing.

8.9 Delayed payment

In the event of late payment by the customer in relation to the entire amount due to Lexikón, the customer will be considered legally in default without any reminder or formal notice required. Since that time, Lexikón will have the right to consider suspended all of its obligations under this and any other agreements with the customer. In the event of default by the customer, any representation or reproduction in whole or in part of the translation will be considered unlawful. Lexikón reserves the right to request from a customer using unpaid materials, immediate payment of translation and, where applicable, any copyright fees.

8.10 Customers

In the event of two or more customers for the same supply, each will be jointly and severally liable for the full respect of the contracts signed between Lexikón and the customers themselves.

9. DISPUTES

In the event that at least one of the parties considers that there is a dispute regarding an assignment, the parties may seek the advice of Federcentri, the Italian Federation of Translation Centers, now merged into Unilingue.

10. RESPONSIBILITY FOR MATERIALS ENTRUSTED BY THE CUSTOMER

Lexikón will take the utmost care of the materials (written documents etc.) that have been entrusted to them. Lexikón assumes no responsibility, under any circumstances, for any loss, destruction or damage, except in cases of intent or gross negligence. In cases where it is required to work with unique, valuable or irreplaceable documents or materials, the customer must take care to provide the insurance of such rare pieces.

11. JURISDICTION

These terms and conditions will be governed and construed in accordance with the Italian laws. If problems arise concerning the interpretation or execution of this contract, the Court of

Naples shall have the exclusive jurisdiction over any such disputes.

12. VALIDITY OF PROVISIONS

In the event that one or more provisions of these Terms and Conditions would prove to be not legally valid, or partially invalid, the remaining provisions will retain their value unchanged. The legally invalid provisions will be replaced by provisions that are as close as possible to the intentions of the parties.

For questions, comments or suggestions, or for any communication relating to the legal notice of this web site, please send an email to webmaster@lexikon.it.