

GENERAL CONDITIONS OF SUPPLY

This document contains the general conditions (hereinafter referred to as the "General Conditions") for the supply of technical-linguistic services (hereinafter referred to as the "Services") of the company Redimec Snc with registered office in 20019 - Settimo Milanese (MI) in Via Einstein, 16 Tax code/VAT number: 11716760159 - Tel: 02 33503341 (hereinafter for the sake of brevity referred to as the "Supplier").

1. Subject

1.1 The General Conditions set forth herein govern all agreements to be drawn up between the Supplier and the client receiving the proposal from the Supplier (hereinafter referred to as the "Client") concerning the supply of technical-linguistic services and products by the Supplier (hereinafter and for the sake of brevity referred to as the "Services"). These conditions apply, without restriction or reservation, to all proposals and all contracts to supply technical-linguistic services and products offered by the Supplier.

1.2 Clients are required to read them before placing an order. Validation of the order for Services by the Client implies acceptance of these General Conditions of Sale without restriction or reservation.

1.3 These General Conditions are accepted by the Client who waives reliance on its own general conditions, if such conditions exist.

1.4 Deviations from or amendments to these General Conditions shall only be valid if expressly accepted in writing by the Supplier and only for the supplies to which they refer. Therefore, any provision, introduced by the Client, which may be in contrast with or in addition to these General Conditions, shall be considered null and void unless it is expressly accepted in writing by the Supplier.

2. Completion and Execution of the Service Agreement

2.1 The Client, both when requesting a proposal and subsequently, shall provide the Supplier, in a clear, unambiguous and detailed manner, with all of the indications necessary to perform the assignment. The Supplier may also ask the Client for documentation and/or other material useful for the execution of the Services (documents previously produced, product samples, semi-finished products, terminology relating to the industry and/or glossaries, regulations of reference, etc.). The Client assumes full and exclusive responsibility for everything it provides.

2.2 Any prices applied by the Supplier shall be considered binding only if expressly formalized in agreements or in proposals (for the latter, within the limits of their validity as per article 2.3).

2.3 The Supplier's proposal shall be considered valid for the period indicated in such proposal. The Supplier shall therefore not take into consideration any orders arriving subsequent to the expiry of such term.

2.4 The Service Agreement shall be considered executed when the Supplier receives from the Client its proposal undersigned in acceptance by the Client or, alternatively, a written communication of express acceptance of such proposal or a written request for execution of the Service, together with a copy of these General Conditions duly undersigned in acceptance by the Client and any other forms requested by the Supplier for legal and/or administrative purposes.

2.5 Any amendments or additions introduced by the Client to the proposal shall not be binding on the Supplier unless they are expressly accepted in writing by the latter. Subsequent to the receipt of the order, the Supplier shall send a receipt for such order to the Client (if required).

3. Changes

3.1 The Client shall have the right to request that changes be made to the Services requested. In such a case, the Supplier shall quantify for the Client the increase of the consideration as a consequence of any further fee being necessary following the requested changes, and it shall indicate the new estimated delivery terms. In any case, the Supplier shall have the right to withdraw from the agreement should the number of changes requested by the Client lead to notable differences with respect to the nature of the Service requested.

3.2 The Supplier shall not introduce changes or additions to the Services set forth in the contractual provisions, without written authorization by the Client. However, should the Client not provide its own consent to changes or additions deemed by the Supplier as essential in order to execute the Service up to standard, the Supplier shall be exempt from any and all liability and shall not provide any guarantee for the Service in question, without prejudice to the rights pursuant to article 1660 of the Italian Civil Code.

4. External Collaborations

4.1 The Client recognizes and accepts that the Supplier may make use of external collaborations (such as test laboratories, marking and/or certification third bodies, freelance professional translators) to carry out the Services in whole or in part.

4.2 The Supplier guarantees the suitable professional preparation of individuals, including external collaborators, to whom the requested services shall be assigned, and also guarantees to check such persons at all stages of the performance of the Service.

5. Persons in Charge

Following the execution of each service agreement, each party shall timely appoint a person in charge of managing the agreement, communicating the name of such person to the other party. Communications relating to the execution of the agreement may be exchanged through the appointed persons in charge.

6. Inspection of the Services in Progress

The Client shall have the right to inspect, whilst in progress, the execution of the Services requested, at its own expense. Any access to the Supplier's premises shall require a prior agreement with the Supplier regarding the timing and methods.

7. Considerations for the Services and Payments

7.1 The considerations for the Services and the payment terms shall be agreed upon on each occasion and shall be indicated in the Supplier's proposal for each individual agreement. The Supplier shall have the right to ask for advance payments at the beginning of the work and also at intermediate stages should the Supplier deem it appropriate, on account of the volume or nature of the work.

7.2 Unless otherwise agreed upon in writing, all payments must be sent to the Supplier by bank transfer to the bank indicated by the Supplier.

7.3 In the event of partial or total payment with order, the days indicated for work delivery shall be understood to run from the date when the agreed amount is received.

7.4 In the event of non-payment, in whole or in part, of the consideration by one of the established due dates, the Supplier shall reserve the right to charge to the Client, without the need to issue a formal notice of default, interest pursuant to article 4 of Italian Legislative Decree no. 231 of 9 October 2002 until the date of actual payment.

7.5 Notwithstanding the above, the non-payment, including partial, of the Services, within a period of 5 (five) days from the established due date, shall grant the Supplier the right to immediately terminate the agreement to which the payment refers, by registered letter with return receipt.

8. Deliveries

8.1 Unless otherwise agreed upon in writing, deliveries to the Client of the documentation and/or materials incorporating the Service shall occur "ex works" at the Supplier's premises. The Client therefore assumes any expenses and fees pertaining to the collection and delivery of the materials delivered by the Supplier. The delivery terms, as well as the more general terms of execution of the Services, shall be considered to start from the date on which the Supplier receives the acceptance of its proposal as indicated under article 2.4.

8.2 The Supplier reserves the right to carry out partial deliveries, at the time when and to the extent to which the single parts of the Service may be ready for delivery. This may occur, for example, in the case of long-term assignments and/or assignments which include a considerable volume of work. In such a case, the Supplier reserves the right to invoice the various delivered lots before the final date envisaged for the delivery of the entire Service.

8.3 The Supplier also reserves the right to proceed with invoicing the Service in advance with respect to the delivery of the final documentation, in the event that the draft of the work is delivered to the Client and retained by it beyond the period of 1 week (5 working days), unless otherwise agreed upon in writing.

8.4 The times for delivery and execution of the Services are indicative and not definite, unless otherwise agreed upon in writing between the parties. As a consequence, any delays cannot give rise to any claim for compensation, penalties, cancellation of the order or termination of the agreement by the Client. The above delivery terms shall in any case no longer be valid should any event not attributable to the Supplier occur.

9. Guarantees; Claims; Liabilities

9.1 The Supplier guarantees that the Services offered are performed up to standard by internal staff and/or external collaborators with proven qualifications and professional experience, subject to constant checks at all stages of the performance of the Services.

9.2 The guarantee offered by the Supplier with regard to translations covers any grammatical and/or spelling mistakes, as well as the incorrect comprehension and/or interpretation of the text. However, any disputes and claims on the style of the text or translation are specifically excluded from the guarantee offered by the Supplier.

9.3 Any claims regarding the Services, as a result of defects or non-conformities not noticeable upon delivery, must be sent to the Supplier in writing, by registered letter with return receipt or e-mail, within and no later than 15 (fifteen) days from the delivery of the materials in the Services to which the claim refers, and the defects or non-conformities noticed must be precisely indicated. Failure to timely notify the Supplier of the claim shall lead to the Client's forfeiture of any right and action concerning the quality of the Services.

9.4 In the event of claims, unless proved to be groundless, the Client shall have the right to have any defects or non-conformities removed by the Supplier and, if deemed necessary by the Supplier, to have the Service redone as quickly as possible and at the Supplier's expense.

9.5 The Client shall not have the right to obtain full or partial reductions or reimbursements of the price, or reimbursement of expenses for any assignment to third parties, including external ones, for any corrections or for the purpose of having the work redone, unless a prior and express agreement has been made between the Parties in that regard. In any case, the Supplier's liability, for any reason or cause, contractual or non-contractual, including direct and/or indirect damages sustained by the Client or by third parties, cannot exceed an amount equal to the consideration agreed upon for the Service to which the Supplier's liability refers.

9.6 The Supplier declines any and all liability arising from the materials provided by the Client in order to supply the Services. The Client shall remain the sole person in charge of the contents of such materials, and shall indemnify and hold the Supplier harmless from any damage or negative consequence that the Supplier could suffer as a result of the above. In any case, the Supplier reserves the right to refuse assignments if the materials provided by the Client are deemed illegal, immoral, improper or prejudicial to the rights of others. The Supplier shall also not supply any guarantee regarding the achievement of further results of any kind in consequence of the Services supplied, outside of the guarantees of these General Conditions and/or by means of any express individual agreements entered into with the Client.

9.7 No type of guarantee shall apply, and the Supplier shall not supply any services, if the Client has not settled all due payments, if the Client or third parties not subject to the Supplier's checks have made changes or additions to the materials of the Services or have used them for purposes other than the purposes about which the Supplier was informed, as well as in all cases of damage arising from the fault or negligence of the Client or third parties not subject to the Supplier's checks.

9.8 Also, the Client shall not have the right to suspend or delay payments in the event of claims, or to autonomously make reductions to the price and/or offsets between the amounts owed by the Client as the price for the Services and sums which the Client deems are due for whatever reason.

10. Impossibility of Performance of the Service

In any case, the Supplier shall not be liable to the Client should the performance of the Service Agreement be delayed, made impossible or unduly burdensome due to unforeseeable events not attributable to the Supplier. Such events include, but are not limited to: natural events (e.g., fire, flood, earthquakes), acts of any public authority, explosions, accidents, war, insurrection, sabotage, acts of terrorism, epidemics, national strikes, interruptions to supplies (e.g., interruptions to electrical energy, telephone lines or other means of communication, as well as other elements essential for the supply of the Services) and computer viruses. The Client shall pay the part of service already performed in so far as it is convenient to it in proportion to the agreed price for the whole work as referred to in article 1672 of the Italian Civil Code.

11. Withdrawal

The Client has the right to withdraw from the Service Agreement even if the performance of such agreement has already begun. In such a case, the Client shall pay the entire consideration agreed upon for the Service, which must be paid to the Supplier within 30 (thirty) days from the date of the corresponding request by the Supplier, without prejudice to the right of the Supplier to claim compensation for any greater damages sustained.

12. Early Termination

The Supplier has the right to immediately terminate the Service Agreement, in addition to the cases expressly provided for by these General Conditions and by the law, should any change to the economic conditions of the Client occur which could compromise its ability to fulfill its own obligations or in the event that the Client is placed, by way of example, in liquidation, subject to bankruptcy or other insolvency proceedings, or is in a state of insolvency. In such a case the Supplier shall have the right to request the full payment in one lump sum of any outstanding amounts due by the Client.

13. Confidentiality

13.1 The Supplier and the Client mutually undertake to keep strictly confidential, and to use exclusively for the purpose of executing the Service Agreement, all information and documentation exchanged between them relating to the Service or in any case to their activity, whether such information is of a technical, technological, productive, commercial, corporate, administrative, financial or general business nature. Exception to the confidentiality obligation is made for any information which is public knowledge at the time when such information is communicated, or should such information subsequently become public knowledge due to an act not attributable to the recipient party, as well as any information whose disclosure is necessary pursuant to legal provisions or is requested by the Judicial Authority or by another Public Authority.

13.2 The Supplier shall ensure that the internal staff and external collaborators used for the performance of the Services are subject to the above confidentiality obligation.

14. The Supplier's Rights of Ownership

The rights of ownership of everything produced during the performance of the Service belong to the Supplier, including, by way of example, informational and graphic material, data banks, glossaries and translation memories.

15. Retention of Data and Materials

15.1 After the delivery to the Client, the Supplier shall not keep internal records of the documents relating to the Service provided for a period exceeding 12 months.

15.2 The Supplier may in any case retain a copy of the materials produced in the performance of the Services for archiving purposes, as well as a copy of the data and materials provided by the Client, pursuant to the laws in force.

15.3 After more than 12 months from the delivery date, the Client may request a copy of the documents retained by the Supplier (if available), who reserves the right to make a quotation for the service including search and conversion of the recorded documents.

16. Processing of personal data

As data controller, the Supplier undertakes to treat the Client personal data in compliance with the Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data (hereinafter referred to as the "General Data Protection Regulation") and with the Italian Legislative Decree no. 196/2003 (hereinafter referred to as the "Privacy Code").

The Client personal data shall be processed in compliance with the principles of lawfulness, fairness and transparency and shall be collected in an appropriate, relevant and limited to the previously determined, explicit and legitimate purposes of the processing.

The Supplier shall treat the Client data during the time strictly necessary for the fulfillment of the previously determined tasks without prejudice to the Client data retention for an additional period of 10 years from the expiration of the last service performed (variable in the case of particular EU regulations and directives requiring a further retention period) in order to fulfill the legal and regulatory obligations envisaged.

In detail, the Client data shall be stored on electronic and paper media taking the technical and organisational measures deemed most suitable by the Data Controller to ensure adequate data security.

The Client data may be communicated to third-party companies or other subjects (purely by way of example of IT service providers, credit institutes, professional firms, consultants) who carry out outsourcing activities on behalf of the Supplier, in their capacity as external data controller, specifically appointed by the Supplier.

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Without the need for the Client express consent, the Supplier may communicate its data, for the purposes of the supplied services, to Accreditation Bodies, Certification Bodies, Ministries, Institutes, Associations and, in general, to any public or private subject with respect to which the communication is mandatory by law or by virtue of bilateral agreements for the accomplishment of the aforementioned purposes. These subjects will process the data in their capacity as independent data controllers.

The Data may also be communicated for the contractual purpose to parties acting as Data Controllers, Delegated Controllers or Data Processors (Redimec S.n.c. employees), as well as to Accreditation Bodies and Certification Bodies located outside the European Union.

Pursuant to articles 15-21 of the General Data Protection Regulation and article 7 of the Privacy Code, the Client has the right to obtain from the Supplier access to its personal data as well as rectification or erasure ("right to be forgotten") of such data or restriction of data processing as well as data portability by submitting appropriate request to the Supplier email address: redimec@redimec.it.

17. Jurisdiction

The Court of Milan shall have exclusive jurisdiction in deciding any disputes arising from these General Conditions and from the service agreements between the Supplier and Client.

18. Applicable Regulations

For any aspect not provided for by these General Conditions, legal regulations and in particular the provisions of the Italian Civil Code concerning supply agreements (article 1655 et seq.) shall apply.

19. Final Provisions

19.1 The single service agreements are governed by the agreements entered into on each occasion and included in the Supplier's proposal accepted by the Client as per article 2.4, as well as by these General Conditions. Any previous verbal or written agreements entered into between the Supplier and Client shall be superseded and cancelled. Any subsequent contractual amendments shall not be effective unless expressly agreed upon in writing.

19.2 Should any provision of these General Conditions be deemed invalid or ineffective, such invalidity or ineffectiveness shall not compromise the validity of the remaining provisions which shall continue in full force and effect.

19.3 Communications between the parties pertaining to their own contractual relationships shall occur in writing and, except for cases in which a particular form is expressly provided for, may be carried out by ordinary or registered post, fax or email, to the addresses which each party shall ensure to provide to the other in writing in a complete and timely manner, also in case of any subsequent changes.

The Customer declares that it approves these General Contractual Conditions in full.

In accordance with and for the purposes of Articles 1341 and 1342 of the Italian Civil Code, the Client declares that it has specifically examined and approved the following provisions: Art. 1 (Subject); Art. 2 (Completion and Execution of the Service Agreement); Art. 3 (Changes); Art. 8 (Deliveries); Art. 9 (Guarantees; Claims; Liabilities); Art. 10 (Impossibility of Performance of the Service); Art. 11 (Withdrawal); Art. 12 (Early Termination); Art. 14 (The Supplier's Rights of Ownership); Art. 15 (Retention of Data and Materials); Art. 17 (Jurisdiction).

Place

Date

Stamp and signature