

GENERAL TERMS AND CONDITIONS (GTC)

1. Applicability

Unless otherwise stipulated, these general terms and conditions shall apply to all orders, written or other contracts placed with Prisma S.A.

The Prisma S.A. general terms and conditions are annexed to all the quotations sent by Prisma S.A. to the clients. The client declares knowledge and acceptance of the GTC by either signing them or by placing the order.

The client's general terms and conditions are hereby expressly excluded. Furthermore, acceptance of an order by Prisma shall not imply acceptance of the client's general terms and conditions nor constitute a waiver of Prisma S.A.'s own general terms and conditions.

These GTC shall remain effective until termination by mutual consent or cancellation by Prisma S.A.

2. Orders

The client shall place orders by standard or electronic mail.

Prisma S.A. shall be deemed to have accepted the order by confirming it or simply by fulfilling the order. Once the order has been confirmed or fulfilled, the client no longer has the right to cancel or defer it. Should the client cancel or defer the order, Prisma S.A. shall be entitled to invoice the client a penalty fee of 20% of the quoted or stipulated price.

Documents sent to the client for approval will be considered approved by the client and Prisma S.A. released from all liability if the client remains silent for a period of 30 days after receipt of such documents.

3. Refusal of orders

In the event of non-payment of one or more orders, Prisma S.A. reserves the right to refuse any new orders from the client and to immediately cancel or suspend any current orders, without being held liable for any damages or compensation whatsoever.

In any event, Prisma S.A. shall have the right to refuse any orders from the client, without justification.

4. Price

The price and the fees agreed between the parties may be subject to increase for reasons external to or beyond the control of Prisma S.A. Any increase in price shall be borne by the client and termination, cancellation or resolution of the contract or order shall not be permitted, unless the increase exceeds 20% of the initially agreed price.

Additional costs that may occur, due to a modification of the original order, by the client, will be charged separately.

5. Client's warranties and declarations

The client represents and warrants that none of the client Materials infringes any copyright, trade mark, trade secret or patent, is libellous or defamatory, violates any privacy or publicity rights, constitutes false or deceptive advertising, violates the rights of or will cause damage or injury to other persons or is otherwise in breach of any applicable laws and regulations.

Prisma S.A. shall retain the copyright to any translation database created in accordance with the provisions of European legislation. Provision of the terms database or extracts thereof shall require a separate agreement. The client acknowledges and agrees that all property, copyright and other intellectual property rights arising from or created, produced or developed by Prisma S.A. (whether alone or jointly with others) is owned by Prisma S.A. The client grants Prisma S.A. limited, non-exclusive and non-transferable licence to use the Marks in carrying out the Services.

The client warrants that all the information the client provided when placing the order (including, but not limited to, personal data and payment data) was up-to-date and accurate in all material respects. The costs arising in relation to any incorrect data submitted by the client or data amended by the client after the submission of the client's order shall be borne by the client.

The client accepts the Prisma S.A.'s terms and conditions with regard to reservation, documentation, orders, tariffs, cancellation and/or other specifications.

6. Exclusions and limitation of liability

Prisma S.A. shall execute all work required, in a professional manner, to ensure proper performance of its services. Prisma S.A. shall only be liable for gross negligence on its own part.

Prisma S.A. cannot, under any circumstances, be held responsible for the client's materials or for the content of the client's materials. Prisma S.A. has no obligation to verify the client's materials as to whether they infringe any copyright, trademark, trade secret, patent, laws, regulations, regulatory requirements or rights of other persons. Prisma S.A. has no duty to verify the accuracy of the data provided by the client or his/her agent(s).

Prisma S.A. shall not be liable whatsoever for any claims involving:

- Any additions or modifications made to the order in question, otherwise than by Prisma S.A. or with its prior written approval
- Any information provided by the client to Prisma S.A.

Prisma S.A. shall not be liable for:

- Any loss, damage, liability, expense, action or claim arising from or in connection with its use of any of the client's materials
- Any statement or representation about the client, its business, products or services made or communicated in or by any item, material or work approved by the client
- Any loss or damage caused by or in connection with any delay or failure by Prisma S.A. to perform its obligations to the extent that such delay or failure is caused by any event or circumstance beyond Prisma's reasonable control (including any delay or failure by the client to provide materials or information to Prisma S.A. and any failure or delay in performance by any third party supplier or contractor of Prisma S.A. to the extent caused by any event or circumstance beyond its reasonable control)
- Interruption of the telecommunication system, bankruptcy or suspension of activities of an information channel, technical service provider or other supplier, strikes, lockouts or other similar events

If, as a result of one of the abovementioned events, the agreed services are not supplied to the client, Prisma S.A. shall have no obligation to compensate the client or refund amounts paid.

7. Maximum liability clause

Prisma S.A. operates within the framework of an obligation of means.

Prisma S.A.'s maximum aggregate liability to the client under or in connection with any Schedule, whether arising in or caused by breach of contract, tort (including negligence), breach of statutory duty or otherwise, shall be limited to an amount not to exceed the fees payable to Prisma S.A. by the client pursuant to the relevant service involved.

Prisma S.A. cannot be held liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, damage to or corruption of data or for any indirect or consequential loss or damage of any kind howsoever arising, whether such loss or damage was foreseen or unforeseen by either party.

8. Cancellation

If the Customer cancels an order without being legally or contractually entitled to do so, it shall reimburse Prisma S.A. for all costs incurred and pay for any work performed prior to cancellation. The claim for reimbursement of costs shall in any event be no less than 50% of the value of the respective order. Work already completed will be provided to the client upon request.

Prisma S.A. reserves the right to claim any damages that may result from such cancellation.

9. Delivery deadlines

Unless otherwise stipulated, the deadline specified on the order or order confirmation is purely for informational purposes and shall not be binding. Expiration of the deadline shall not amount to formal notice to deliver the ordered product. Should the guide delivery deadline be exceeded, the client shall not be entitled to claim damages or request the resolution, termination or cancellation of the order or contracts.

Prisma S.A. cannot be held responsible for any delivery delays caused by a third party or external factors beyond Prisma S.A.'s control or which fall under force majeure.

10. Terms of payment

The terms of payment are governed by the general terms of payment attached to these general terms and conditions of service.

11. Title retention clause

Transfer of title for the product is subject to full payment of its price. Prisma S.A. shall be entitled to demand the return of any delivered product for which the full price has not been paid. Prisma S.A. shall also be entitled to prohibit the client from using the product.

12. Transfer of risks

Risks are transferred to the client as soon as the product is sent to the client. The client takes responsibility for all risks throughout the title retention period.

13. Privacy policy

In the context of the performance of the orders, Prisma S.A. may receive personal data for purpose determined by the client.

In such case, the client is the data controller and Prisma S.A. is the data processor which processes the personal data on behalf of the controller in accordance with the applicable regulations on personal data processing and, in particular, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR – General Data Protection Regulation) which is applicable from 25 May 2018.

Prisma S.A.'s obligations:

Prisma S.A. undertakes to comply with this Regulation and is committed to:

- Only act on the written instructions of the controller and ensure any natural person acting under its authority does not process data except on the controller's instructions
- Implement suitable measures to ensure the security, the accuracy and privacy of data
- Not engage another processor without prior authorisation of the controller.
- Assist the controller in providing subject access and allowing data subjects to exercise their rights under the GDPR
- Delete or return all personal data to the controller as requested at the end of the contract
- Submit to audits and inspections, provide the controller with whatever information it needs to ensure that they are both meeting their Article 28 obligations
- Inform the controller of a personal data breach without undue delay after becoming aware of it

Client's obligations:

The client undertakes to:

- Only provide Prisma with the personal data strictly necessary for performing the project in an effective manner
- Document, in writing, any instruction bearing on the processing of data by the processor
- Ensure, before and throughout the processing, compliance with the obligations set out in the GDPR on the processor's part
- Supervise the processing, including by conducting audits and inspections with the processor

14. Governing law and jurisdiction

The relations between Prisma S.A. and the client are governed by Luxembourg law (arrondissement de Luxembourg).

Any disputes that might arise shall be of the exclusive competence of the Courts of Luxembourg, Grand-Duchy of Luxembourg.

15. Divisibility of clauses

Should one or more clauses be invalid, this shall not affect the validity of the remaining clauses or the general terms and conditions as a whole.

Signature: _____