

Translation Service Terms and Conditions

The translation services offered on the MargaritaArizmendi.com website are provided by Margarita Arizmendi Salem and/or by Arizmendi Traducciones, S.C., indistinctly (both hereinafter referred to as the "Provider" or "we") to any person (individual or legal entity) who requests and accepts a service quote, hereinafter referred to as the "Client". Such provision of services shall be governed by the following terms and conditions.

Please read these terms and conditions carefully before accepting a quote for translation services. By accepting a translation services quote, you agree to the terms and conditions herein. Therefore, if you do not agree, do not accept any quotes or order translation services from the abovementioned persons.

- 1. Quotes are based on the number of words, pages and format of the source documents.
- 2. Translations are priced according to various criteria, including:
 - 1. Document length
 - 2. Requested delivery format
 - 3. Requested delivery time
 - 4. Requested payment terms
 - 5. Translation type (simple or certified)
- 3. Requests for 24-hour or on non-business-day translations of documents exceeding 3000 words are considered urgent and may be subject to additional fees of up to 50%, which shall be agreed upon and must be approved by the Client beforehand.
- 4. Documents will be delivered to the address indicated to the Provider. All shipping costs shall be covered by the Client. These expenses will be included in the invoice corresponding to the translation services. By accepting a quote for translation services, the Client agrees to pay such shipping costs. To avoid shipping costs, the Client may pick up the translations by their own means at the office address in Mexico City indicated by the Provider.
- 5. All translation delivery times are set in business days. All days other than Saturdays or Sundays or mandatory rest days indicated in Article 74 of the Mexican Federal Labor Law are deemed as business days. Delivery days are counted from the next business day on, once service confirmation is received from the Client. Example: If a service is confirmed for delivery in 3 business days on a Friday, the delivery term will start counting the following Monday, so it would be delivered on Wednesday.
- 6. Should the source document be unreadable (in whole or in part), the Provider shall contact the Client via the same means by which the Client ordered the translation to request a readable version. In the event that the Client does not have the information in a readable version, but still wishes to proceed with the translation services, the Provider shall place the legend "Illegible text" (or "texto ilegible", if the translation is into Spanish) and shall not be liable for the effects this has on the Client. In any case, the delivery period shall be counted from the date on which the Provider receives the readable document or the Client confirms the Provider to proceed with the translation services without such readable information.





- 7. The Client shall pay for the translation services within five calendar days after the translation is delivered, unless a different payment deadline is expressly agreed with the Provider. If the Client fails to pay within the term indicated herein, the Client agrees to pay a default interest of 5% (five percent) per month or fraction thereof for delay in payment. Interests shall begin to accrue from the translation delivery date and until the payment date, this in accordance with Mexican law. In the event that the Provider incurs collection costs for any overdue invoices, the Client shall agree to pay all collection costs to the Provider immediately.
- 8. Should the Client require an invoice for the services, it must be requested within five days after the service has been rendered and will only be issued within the same month in which the payment is received. In any case, the Client shall have 15 calendar days from receipt of the invoice for the service to request changes or cancellations to the Provider. After this period, no changes or cancellations will be made.
- 9. The Client agrees that payment for the translation services provided by the Provider does not rely on any payment expected to be collected by the Client from third parties and of any events occurring between the Client and third parties. Therefore, the Client shall not argue that they have not received payment from third parties as a reason for not paying the Provider on time.
- 10. If the Client cancels the translation services after having approved a quote by any means, the Provider will send a progress report to the Client, and the Client agrees to pay the Provider for such progress.
- 11. Quotes do not include taxes. Taxes will be added or deducted in the corresponding invoice and will be applied in accordance with current tax regulations in the United Mexican States at the date of invoice.
- 12. The Provider does not guarantee the translation will serve any specific purpose for the Client.
- 13. Should the Client not be satisfied with the translation services, they will have 15 calendar days after the date of delivery to notify the Provider of the alleged defects found. Corrections will be made at no cost to the Client. After this period, the Provider shall not be liable and any correction or revision may incur a cost. In any case, returns are not accepted.
- 14. Should the above-mentioned inconformity lie in the use of certain terminology, the Client may not allege such non-conformity as a reason for delaying or withholding payment. In case of doing so, such delay shall accrue default interest and collection costs, if any, as indicated in point 7 above. Therefore, if the Client has a preference for specific terminology, it is suggested that a glossary be provided to the Provider before translation services are rendered.
- 15. Once a translation has been paid for, no returns are accepted and for any reason shall the amount paid be refunded, since the service has already been rendered.
- 16. All information shared by the Client will be considered confidential and will remain the property of the Client at all times. Notwithstanding the foregoing, those terminology glossaries created by the Provider in the course of providing the service, which the Client authorizes to be created, shall not be considered confidential information and shall not be the property of the Client.





- 17. The Provider shall not be liable for any modifications made to the translations once these have been delivered.
- 18. Should any dispute arise with regard to the translation services, the Client agrees to attempt mediation of such matters amicably with the Provider. If this is not possible, through a private mediator assigned to the Superior Court of Justice of Mexico City chosen under mutual agreement by both parties. Should an agreement still not be reached, the Client and the Provider agree to submit to the jurisdiction of the competent courts of Mexico City, hereby waiving any jurisdiction that may be applicable to them due to their present or future domicile or for any other reason.
- 19. The Client hereby consents to the processing of their data in accordance with the Privacy Notice which can be consulted <u>here</u>.
- 20. All rights to modify these terms and conditions at any time are reserved.
- 21. These terms and conditions shall govern translation services by the Provider, unless there is a written agreement signed with the Client. In which case, such agreement shall prevail.

Last modification: 13 April 2023



