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## **General Terms and Conditions for Legal and Linguistic Services, Official and Certified Translations, and Localisation Services**

### **Preamble**

The General Terms and Conditions of the Contract as presented below constitute a legally binding agreement between the Client and MMW Europe Ltd., pertaining to the provision of legal and linguistic services. These services encompass, without limitation, legal consultancy compliant with Italian and English law, the authentication of documents, translation, localisation, proofreading, legal writing services, interpreting, and advice pertaining to sworn, certified, official translations, localisation services, notarial services, citizenship applications, declaration of value, and legal advice as solicited by the Client from MMW Europe Ltd.

In case of any disputes or discrepancies relating to communications, proposals, contractual agreements, promotional material, or antecedent understandings, interpretive precedence shall be unconditionally accorded to these General Terms and Conditions of the Contract. By submitting the Original Material, further defined in the articles that follow, the Client tacitly conveys their unreserved assent to the full scope of stipulations, clauses, and conditions presented herein.

### **1. Definitions**

1.1. "Translator/Legal Consultant/Service Provider". This term refers to MMW Europe Ltd., as the provider of translation services, legal consultancy, and other related services as detailed in this contract.

1.2. "Client". This designation pertains to the individual or legal entity that expresses their consent and proceeds to the signing of this agreement, availing themselves of the services offered by the Translator/Legal Consultant/Service Provider.

1.3. "Original Material" includes any document, deed, or other material provided by the "Client" to the "Translator/Legal Consultant/Service Provider" for the performance of legal consultancy services, non-certified or sworn translation, localisation, drafting and proofreading of texts, creative writing, interpreting, and advice concerning, but not limited to, sworn, certified, authenticated translations, localisation services, notarial services, citizenship applications, statements of value, and legal consultancy on administrative procedures, in accordance with the Terms and Conditions of the Contract herein.

1.4. "Final Material/document/deed" refers to the final translated or processed version of the "Original Material", as well as any report or statement produced within the scope of linguistic and legal consultancy services provided by the "Translator/Legal Consultant/Service Provider".

### **2. Fees**

2.1. The fees for services provided by MMW Europe Ltd. shall be determined in accordance with the terms outlined in the specific offer made to the Client. Translation rates will be calculated based on the number of words in the source text unless otherwise agreed in writing. The 'standard translation page' is conventionally recognised as containing approximately 250 words in the English context. For legal consultancy services, fees will be determined based on the hours worked and the complexity of the legal issues addressed. The Client is obligated to pay the agreed fees for services rendered, which may vary based on the complexity of the legal case, time expended, and the expertise required.

2.2. MMW Europe Ltd. reserves the right to adjust charges, fees, rates, and/or service delivery conditions as specified in any prior offer, subsequent to the receipt and evaluation of the complete 'Original Material'.

2.3. The Translator/Legal Consultant/Service Provider will inform the Client of any additional costs or changes in the service completion date before initiating any legal or linguistic activity on behalf of the Client.

2.4. Unless otherwise agreed upon, all proposed fees and rates are exclusive of Value Added Tax (VAT) and any other applicable taxes. The Client shall bear all fiscal obligations arising from this Agreement. This includes any applicable taxes, levies, duties, or similar governmental charges imposed on the services provided under this Agreement, in accordance with English law.

2.5. MMW Europe Ltd. reserves the right to request an advance payment, which may be up to the total amount for the service to be provided. Invoices for any additional services will be issued in accordance with the billing conditions previously established and agreed with the Client.

### **3. Quality Assurance and Management of Original Materials/Documents/Deeds**

3.1. Quality Guarantees and Timelines. MMW Ltd. commits to ensuring excellence in quality and adherence to timelines for the completion of commissioned services. The "Translator/Legal Consultant" shall perform services following rigorous quality standards, interpreting technical terms in accordance with their standardised meaning, unless otherwise directed by the Client, or according to glossaries previously approved and provided by the Client.

3.2. Original Material Requirements. The Original Material must be presented in a clearly legible form and sent to the Translator/Legal Consultant in the formats and terms established in the agreements between the Parties.

3.3. Provision of Support Materials for Technical Texts. For the accurate translation of technical documents, it is imperative that the Client furnishes the Translator/Legal Consultant with comprehensive support materials. These materials should include, but are not limited to, relevant references, detailed technical drawings, or schematics, and any specialised technical glossaries that the Client has developed. Additionally, any previously translated texts by the Client or texts translated by consultants appointed by the Client should be provided. These resources are crucial in ensuring the precise interpretation and translation of specialised content.

The Translator/Legal Consultant shall be absolved of any liability for inaccuracies in the translation of technical or specialised terminology that may arise due to the absence of clear, written directions from the Client. It is the Client's responsibility to provide specific instructions regarding the translation of such terms during the initial assessment phase of the assignment. Failure to do so may lead to disputes for which the Translator/Legal Consultant cannot be held responsible.

3.4 Limitation of Liability for Delivery Delays. The Translator/Legal Consultant shall not bear liability for any postponements in the completion of the services attributable to the Client's failure to provide, provision of incorrect, or untimely submission of the Original Material. This limitation of liability applies to delays that are directly caused by such failures in supply, and the Translator/Legal Consultant reserves the right to adjust delivery schedules accordingly.

3.5 Exclusion of Liability for Stylistic Preferences and Complaints Process. MMW Ltd. accepts no liability for non-conformity of translations with the Client's personal stylistic preferences, as such assessments are by nature subjective and prone to individual interpretation. In the realm of specialised translations, unless expressly directed otherwise, MMW Ltd. restricts its services to verbatim translation. The Company is under no obligation to modify the textual style from that of the original document. Complaints pertaining to translations carried out by MMW Ltd. will be deemed valid only if submitted within two (2) business days following the delivery of the translated work or its respective components. To be considered, a complaint shall include the original documents and the disputed translations, alongside a comprehensive and annotated list compiled by the Client, pinpointing each contentious issue identified within the translation provided. Should no well-substantiated claim, complete with elucidative remarks, be lodged within the timeframe, the translation shall be regarded as meeting MMW Ltd.'s standards of quality.

3.6. Review Procedure for Translated Texts. In the event of a complaint expressed within the established times and in the case of proven dissatisfaction of the Client, MMW Ltd. commits, at its own expense, to provide a re-edition of the contested translation within a period equal to one-third of the time elapsed from the order plus twenty-four (24) hours.

3.7. Specific Clauses Related to Sworn Official Translations/Transcriptions. The provisions set out in Article 3 do not apply to sworn translations or transcriptions. Once such documents have been attested in court or before a Notary, no further modifications can be made. Therefore, the Client is recognised the right to request the viewing of the translated or transcribed texts before their attestation before the court.

### **4. Corrections and Amendments to Performed Translations/Transcriptions**

4.1. Corrections at No Additional Cost. The Translator/Legal Consultant shall provide, at no extra charge to the Client, all necessary amendments to correct errors identified in the non-sworn translations, including but not limited to inaccuracies, omissions, typographical errors, and grammatical mistakes, as well as adherence to any pre-approved glossaries. This provision does not extend to sworn translations once notarized, as they are final and not subject to modification.

4.2. Liability for Errors/Typos. The Client acknowledges that the Translator will not be liable for any errors or typos in the translations unless they are reported in writing within 2 days from the delivery of the Final Material, except for sworn translations in paper format which, once notarized or attested before the court, are not subject to changes, as stated in article 3.7 above.

4.3. Translator's Duties and Client's Entitlements. The Translator's duty with respect to errors notified within the designated period shall be confined to rectifying the Final Material at no additional charge. This provision shall not apply to sworn translations in hard copy, which are immutable once notarized or attested before the court. The Client is entitled to an explicit opportunity to review the translation intended for notarisation or attestation before the court to verify its accuracy. In the absence of such a review, the Client shall deem the translation as rendered by the Translator to be conclusive and unalterable. Amendments to sworn translations are permissible solely on electronic documents without incurring translation fees; notwithstanding, the Client shall assume full financial responsibility for all costs associated with the re-notarisation procedures, as well as any related legal fees mandated by the court.

4.4. Regime Applicable to Sworn Transcriptions. The correction and modification regime described in the preceding paragraphs equally applies to sworn transcriptions. Like sworn translations in paper format, once sworn transcriptions have been notarized or attested in court, they cannot be corrected, modified, or altered. Therefore, the Client is encouraged to review the transcriptions carefully

before notarisation and attestation and to communicate explicitly any revision requests. In the absence of such communication, sworn transcriptions will be considered final and non-modifiable, and the Client assumes responsibility for accepting the work as notarized/attested.

#### **5. Amendments or Additions to Original Material.**

5.1. Notification of Amendments or Additions to the Translated or Transcribed Text. Should the Original Material undergo any amendments or additions by the Client, it is critical that these are communicated to the Translator/Legal Consultant with clarity and precision. The Client shall specify the changes made and their location in relation to the original version of the material.

5.2. Assessment of Costs and Time Involved in the Amendment and Integration Process. Modifications or additions to the Original Material may result in changes to the costs and timelines initially anticipated for the completion of the translations. Such changes will be evaluated based on the extent and nature of the modifications, as well as the percentage of work already completed.

5.3. Preliminary Estimate. Prior to implementing any changes or additions, the Translator/Legal Consultant agrees to provide the Client with a preliminary estimate of the additional time and costs required to implement the variations.

#### **6. Limitation of Liability Clauses**

6.1. Limitation of Liability for Damages. The Translator/Legal Consultant shall not be liable for any form of damages, whether direct, indirect, incidental, special, punitive, or consequential, including but not limited to financial damages, loss of profits, or any claims asserted by third parties against the Client that may arise out of or in connection with the services provided by the Translator/Legal Consultant. This limitation of liability shall apply to all claims for damages, regardless of whether they arise from breach of contract, tort (including negligence), or any other legal theory, and it remains in effect even if such damages were within the realm of possibility foreseen by the Translator/Legal Consultant. Furthermore, this limitation shall persist notwithstanding any contrary provisions or understandings that may have been proposed or agreed upon in any prior proposals, contracts, or ancillary documents pertinent to the service rendered.

6.2. Disclaimer for Original Material. The Translator/Legal Consultant shall not be held liable for any compensation or responsibility concerning the return, loss, or damage of the Original Material provided by the Client. If the Client entrusts the Translator/Legal Consultant with unique or valuable material, it is solely the Client's responsibility to obtain adequate insurance coverage to ensure possible compensation for the loss, total or partial damage of such material.

6.3. Exclusion of Liability for Delivery and Shipment of Documentation. The Translator/Legal Consultant assumes no responsibility for non-delivery, delayed delivery, damage, or loss of documentation related to any translation (general, certified, or legalised) sent via private courier or postal service, whether tracked or standard.

6.4. Exoneration from Liability for Third-Party Acceptance of Translated Documents. The Translator/Legal Consultant is exempt from any responsibility for the rejection, non-acceptance, or contention by any third parties regarding the content, translation, or layout of any translated documents, certificates, or deeds. It is incumbent upon the Client to ensure the suitability of the document's content and form when submitting or presenting it to external parties, including but not limited to public agencies, diplomatic and consular entities, governmental bodies, or private sector organizations. The Client hereby acknowledges and agrees to bear the full responsibility for any consequences resulting from such submissions or presentations.

6.5. Client Representations and Warranties. The Client hereby affirms and guarantees that: (a) they possess full title or have obtained all necessary rights and permissions concerning the Original Document; and (b) the act of translating, disseminating, publishing, commercialising, or otherwise exploiting the Original Document does not transgress upon or violate any trade secrets, copyrights, patents, trademarks, or any other intellectual property or proprietary rights belonging to third parties.

#### **6. Limitations of Liability in Legal Consulting Services**

6.1. Liability of MMW Europe Ltd. The liability of MMW Europe Ltd. for any claims, damages, losses, or expenses arising from the provision of legal consulting services is confined to the stipulations explicitly outlined in this Agreement.

6.2. Exclusion of Consequential Damages. MMW Europe Ltd. shall not be liable for any indirect, special, incidental, or consequential damages, nor for any penalties incurred as a result of the legal consulting services provided. This exclusion applies to, but is not confined to, economic losses, interruption of business, or data loss.

6.3. Exclusion of Compensation Obligation. MMW Europe Ltd. will not, under any circumstances, be required to compensate or indemnify the Client for any form of damage, loss, or expense that results from, or is related to, the legal consulting services provided. This includes any potential claims made under contract law or tort law. However, this exclusion will not apply to any situation where MMW Europe Ltd. is unable to limit or exclude its liability due to the mandatory provisions of English law that stipulate certain liabilities cannot be lawfully limited.

6.4. Limitation of Responsibility for External Actions. MMW Europe Ltd. disclaims all responsibility for any claims, damages, losses, or costs incurred as a consequence of the conduct or neglect, or the counsel or data furnished by independent contractors or unrelated third parties. This limitation is comprehensive and extends to all forms of liability, be they direct, indirect, incidental, special, or consequential, and pertains to any third-party engagements or non-engagements.

6.5. Limitation of Liability for Legal Opinions. The Client acknowledges and expressly agrees that the legal consulting services provided by MMW Europe Ltd. rely exclusively on the information and documentation supplied by the Client and on the interpretation of the legal provisions current at the time the opinion is rendered. Therefore:

1. The Client bears full responsibility for ensuring that the information provided is complete, accurate, and truthful. MMW Europe Ltd. disclaims all responsibility for conclusions, advice, or directions that arise from information that is inaccurate, incomplete, or misrepresented by the Client.
2. The legal opinion is contingent upon the laws and specific regulations in effect at the date the consulting services are provided. MMW Europe Ltd. accepts no responsibility for outcomes that follow from legislative changes that occur subsequent to the date the opinion is given.
3. The legal opinion is intended for the exclusive use of the Client and is not transferable to third parties or applicable to situations other than those expressly addressed. The Client agrees not to attribute to MMW Europe Ltd. any liability for the use of the opinion in contexts other than for which it was provided.
4. The Client commits to indemnify and hold harmless MMW Europe Ltd. from any consequences, prejudice, or damages arising from the adoption of the provided recommendations, should these have been based on the information provided by the Client and on the legislation in force at the time of the consultation.

6.6. Compliance with Prevailing Legislation. MMW Europe Ltd. commits to delivering legal consulting services in accordance with the diligence and professionalism required by ethical standards and applicable legislative provisions. Nevertheless, MMW Europe Ltd. declines all responsibility for any claims, damages, losses, or costs that may result from the Client's non-compliance with current legal provisions.

6.7. Warranty Limitation on Outcomes. MMW Europe Ltd. is dedicated to the provision of legal consulting services with utmost professional rigor, performing each task with the highest level of diligence and expertise. Nonetheless, it must be recognised that the company cannot extend any guarantees or assurances as to the attainment of particular outcomes following our consultancy services. The Client acknowledges that law is an intricate and ever-evolving field, open to various interpretations and unique applications. In light of this, MMW Europe Ltd. shall bear no liability for any outcomes that are adverse or not in alignment with the Client's expectations that may result from the legal counsel provided.

6.8. Procedure for Notification of Complaints. In the event that the Client discerns a justifiable ground to lodge a complaint, or if there is the identification of a potential misunderstanding regarding the legal consultancy services rendered by MMW Europe Ltd., the Client is required to immediately issue a formal written notification to the Company. This notification must be submitted within a reasonable period, which shall not exceed seven (7) business days from the date upon which the Client became aware of the grounds for the complaint or potential misunderstanding in question.

6.9. Competent Jurisdiction for Legal Consultancy Services. Regarding the specific clauses governing the legal consultancy services detailed in Section 6 of this document, this Agreement shall be interpreted and governed in accordance with English law. Any disputes arising from or related to the legal consultancy services provided by MMW Europe Ltd., as specifically set out in this section, shall be subject to the exclusive jurisdiction of the courts of England and Wales, to which the parties expressly agree to submit.

6.10. Confirmation of Acceptance of Contractual Conditions. By utilising the legal consultancy services provided by MMW Europe Ltd., the Client explicitly conveys their informed and unequivocal consent to all terms, conditions, and limitations of liability contained within this Agreement. Consequently, the Client recognises the complete validity and binding effect of such stipulations, accepting them without any reservations.

#### **7. Obligations and Warranties of the Parties in Relation to the Services Provided**

7.1. Commitment of the Translator/Legal Consultant. The Translator/Legal Consultant undertakes to provide the services subject to this Agreement in accordance with their established internal quality procedures, employing the latest technologies, advanced tools, and highly skilled personnel available to them. In this way, it is ensured that the results achieved fully satisfy the high qualitative standards customarily adopted by the Translator/Legal Consultant.

7.2. Client's Liability. The Client assumes full responsibility and guarantees the following:

- a) to possess all the rights necessary for the use of the Original Material;
- b) that the translation/transcription and the use of the Original Material, as well as the publication, distribution, sale, or any other use of the Final Material, do not infringe on the rights of third parties, including but not limited to copyright, trademarks, patents, or other intellectual property rights.

The Client further warrants that the Original Material is free of defamatory, unlawful content or in violation of current regulations. Any liability arising from the failure to comply with such commitments shall be borne exclusively by the Client.



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## 8. Warranty Limitations

8.1. Extent of Warranties. The warranties provided by the Translator/Legal Consultant under the terms of this Contract are comprehensive and supersede all other warranties, both express and implied. This extends to but is not limited to any implied warranties of merchantability or fitness for a particular purpose with respect to the Final Material.

8.2. Exclusion of Supplementary Warranties. Beyond the express warranties stipulated in this Agreement, the Translator/Legal Consultant disclaims any additional warranty, either express or implied, concerning the precision, completeness, or reliability of the Final Material, or any other characteristic thereof. Specifically, there is no warranty against infringement of third-party rights that may emanate from the utilization of the Final Material.

8.3. Client Acknowledgement and Responsibility. The Client expressly acknowledges and agrees that the selection and employment of the Final Material, along with the outcomes derived therefrom, rest solely with the Client. Consequently, the Translator/Legal Consultant bears no responsibility for any assertions, losses, or damage that may arise from the Client's or any third party's use or dissemination of the Final Material.

## 9. Termination of the Contract

9.1. Express Termination Clause. In accordance with the applicable provisions, if the Client fails to perform their contractual obligations, MMW Europe Ltd. shall have the express right to terminate the contract forthwith. Upon such termination, the Client shall be obliged to pay for the services rendered up to the date of termination and for all commenced but uncompleted obligations. The Translator/Legal Consultant is entitled to terminate the contract with immediate effect in the event of the Client's failure to make timely payments as specified in the contractual terms or as per the agreed payment schedule.

9.2. Client's Liability on Termination. If the Translator/Legal Consultant terminates the contract due to the Client's breach, the Client shall be liable to indemnify the Translator/Legal Consultant for the full amount of costs, expenses, and damages incurred as a result of the termination. This includes, but is not limited to, all legal fees, professional charges, debt recovery costs, and accrued interest.

9.3. Return of Materials. Upon termination of the contract, the Translator/Legal Consultant shall return to the Client all Original Material, together with any translations or derivative works produced up until the point of termination.

9.4. Right to Retain Original Material. The Translator/Legal Consultant has the legal right to retain the Original Material and any completed translations until full payment has been received from the Client, in line with the terms of the accepted contractual proposal. This right of retention will continue until the Client has fulfilled their payment obligations in entirety.

9.5. Survival of Rights and Obligations. Termination of this Contract shall not affect the continuation and enforceability of any accrued rights, obligations, and warranties provided under this contract, which shall remain in full force and effect subsequent to its termination.

9.6. Client's Right to Terminate. If the Translator/Legal Consultant fails to meet their contractual obligations, the Client shall have the right to terminate the Contract. Despite such termination, the Client remains responsible for paying for the services already provided up to the date of termination, as well as for any activities that are in the process of being executed.

## 10. Ownership and Intellectual Property Rights.

10.1. Ownership of Original and Final Material. All rights pertaining to the Original and Final Material, including but not limited to copyrights, patents, trade secrets, and other forms of intellectual property, shall be and remain the exclusive property of the Client.

10.2. Rights of the Translator/Legal Consultant. The Client acknowledges that the Translator/Legal Consultant shall retain sole and exclusive ownership of all inventions, methodologies, innovations, data, technologies, software, and databases utilized or developed in the course of translating the Original Material. This includes all rights associated with or arising from such elements.

## 11. Confidentiality.

11.1. Commitment to Confidentiality. The Translator/Legal Consultant hereby commits to maintaining in strict confidence the nature of the services rendered and all information disclosed by the Client in connection with the services provided under this Agreement.

11.2. Non-Disclosure. The Translator/Legal Consultant shall refrain from any public disclosure or dissemination of such information to third parties without obtaining the Client's express prior written consent. Notwithstanding the foregoing, disclosure is permissible to the extent necessary to authorised collaborators or subcontractors of the Translator/Legal Consultant, where such disclosure is strictly necessary for the

fulfilment of their contractual duties and the effective completion of the services contracted.

11.3. Limitations of Confidentiality.\*\* The confidentiality obligations stipulated herein shall not be applicable to the extent that the Translator/Legal Consultant is compelled by statutory or regulatory provisions to disclose any such information received from the Client. Additionally, the confidentiality provisions shall not extend to any information which becomes part of the public domain through no fault of the Translator/Legal Consultant.

## 12. Indemnity

12.1. Client's Obligations of Indemnification. The Client undertakes to indemnify and keep indemnified the Translator/Legal Consultant, including its shareholders, directors, employees, associates, agents, and assigns, against all losses, damages, liabilities, costs, charges, and expenses (including without limitation, legal costs on a full indemnity basis) that they may incur or suffer as a consequence of: (a) the provision of services delineated within the scope of this agreement; (b) any breach or negligent performance or non-performance by the Client of the representations, warranties, and covenants set forth herein; (c) the manufacturing, advertisement, promotion, sale, or distribution of materials by the Client; (d) any form of tax, duty, excise, or other fiscal imposition related to the manufacture, marketing, promotion, use, importation, licensing, or distribution of materials by the Client; (e) any assertion or claim brought forth alleging infringement of copyright, patent, trademark, or any other intellectual property rights concerning the Final Material.

## 13. Payment Terms and Conditions.

13.1. Payment Conditions. (a) Absent prior credit arrangements between MMW Europe Ltd. and the Client, payment for services is required concurrently with the submission of the Client's signed work order, pursuant to the stipulated terms. (b) With existing credit agreements between MMW Europe Ltd. and the Client, the Client is obliged to effect payment as indicated in the signed work order in compliance with the agreed modalities and timelines.

13.2. Consequences of Delayed or Non-Payment. In the event that the Client does not remit payment within the periods delineated in the work order, MMW Europe Ltd. retains the statutory right to terminate the contract on account of the Client's contractual breach. In such circumstances, the Client will be liable for any outstanding amounts due under the terms of the contract. This includes the right to claim interest and compensation for debt recovery costs as permitted under the Late Payment of Commercial Debts (Interest) Act 1998 and in line with the common law principles concerning breach of contract and the resultant remedies.

13.3. Invoices issued by MMW Europe Ltd. must be settled within the payment term specified therein. Late payments may incur interest at the statutory rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 or any subsequent legislation. Depending on the discretion of the Service Provider, service provision may be suspended until the outstanding amount is settled.

13.4. Penalties for Delayed or Non-Payment. Clients in default shall owe MMW Europe Ltd.: (a) the full amount due for services provided; (b) statutory interest on the unpaid amount at the rate prescribed under the Late Payment of Commercial Debts (Interest) Act 1998, plus an additional seven percentage points; (c) any reasonable costs incurred by MMW Europe Ltd. in the recovery of overdue sums, which may include compensation for debt recovery costs under the said Act; (d) any further damages suffered by MMW Europe Ltd. as a consequence of the delay or non-payment.

13.5. Value Added Tax (VAT) and Other Taxation. Fees are stated exclusive of VAT, which will be charged at the current statutory rate in accordance with the provisions of the Value Added Tax Act 1994.

## 14. Validity Period of the Service Offer Made by MMW Europe Ltd.

14.1 The offer proposed to the Client regarding the requested services shall be valid and binding for a period of 24 (twenty-four) hours from the date and time the offer is transmitted to the Client. This time frame shall be considered a definitive deadline within which the Client must express their unconditional acceptance of the offer, in accordance with the following specified methods.

14.2 Acceptance of the Offer. For the Client's acceptance of the offer to be deemed valid and binding, it must be communicated to MMW Europe Ltd. within a maximum period of 24 (twenty-four) hours from the receipt of the offer, using the official communication channels established by the Company.

14.3 Lapse of the Offer. Should the Client's acceptance be received after the 24-hour period from the time of the offer's receipt, the offer shall be considered automatically lapsed and, consequently, without any binding effect on MMW Europe Ltd.

14.4 Issuance of a New Offer. Following the lapse of the initial offer, should the Client retain an interest in the services offered, the Translator/Legal Consultant reserves the discretionary right to issue a new offer to the Client. This new offer may include updated terms, conditions, and pricing, reflecting the availability and operational circumstances at the time of the new proposal.

14.5 Changes in the Terms of Work Execution and Provision of the Requested Services. MMW Europe Ltd. notes that, as a result of the initial offer's lapse, it may



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not be able to guarantee the execution terms or the conditions previously proposed. Therefore, such elements will be subject to renegotiation within the framework of the new offer proposed to the Client.

14.6 Official Communication Channels. All communications relating to the acceptance of the offer or the request for a new offer must be made exclusively through the official communication channels designated by MMW Europe Ltd.

#### 15. Force Majeure

15.1. Should the Translator/Legal Consultant be hindered from fulfilling their contractual duties due to force majeure events, they must promptly notify the Client within five business days following the work order's confirmation. In such instances, the Translator/Legal Consultant will not be held liable for non-performance of contractual obligations.

#### 16. Cancellation of Services

16.1. If the Client cancels a service assignment previously committed to the Translator/Legal Consultant, the Client shall be liable to pay a cancellation fee amounting to 80% of the total service fee. This fee compensates the Translator/Legal Consultant for any research or feasibility analyses already performed. Any services completed up to the point of cancellation will be charged at the full rate, and services that are in progress will be charged at 80% of the agreed fee. All completed translations/transcriptions will nonetheless be provided to the Client. For legal consultancy services, interpreting, sworn translations, notarial, certified services, and legalisation activities, once confirmed, they cannot be cancelled and must be paid in full.

16.2. In the event of cancellation, any amounts paid by the Client for the services requested will be non-refundable and retained by MMW Europe Ltd.

#### 17. Jurisdiction and Governing Legislation

17.1 Applicable Law and Competent Jurisdiction. The General Terms and Conditions set forth herein shall be exclusively governed by and construed in accordance with the laws of England. Any disputes, controversies, or claims arising out of or in relation to this Agreement, including the validity, invalidity, breach, or termination thereof, shall be adjudicated solely by the competent courts of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of those courts.

17.2 Acknowledgment and Agreement. In full compliance with and subject to the prevailing statutory and regulatory framework, the Client hereby expressly acknowledges and affirms their consent to, and agrees to be bound by, all provisions encapsulated within this Agreement.

Executed and Agreed:

This document has been read, confirmed, and duly executed by the parties as a full and complete acceptance of all terms herein.

THE TRANSLATOR/LEGAL  
CONSULTANT MMW Europe Ltd.

THE CLIENT

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