



General Terms and Conditions of Sale

1. APPLICATION OF THE GENERAL TERMS AND CONDITIONS - OPPOSABILITY

All orders placed imply the Client's full and unreserved acceptance of these general terms and conditions of sale, to the exclusion of any other document.

The performance of any service by the Service Provider implies that the Client accepts these general terms and conditions, and waives its own general terms and conditions of sale. All contrary conditions will therefore be non-binding for the Service Provider, regardless of when the Client brings them to the Service Provider's attention, unless expressly accepted

2. PLACING ORDERS/QUOTES

Before the Client places an order, the Service Provider will provide a free price quote on the basis of the documents to be translated or information provided by the Client.

The quote sent by the Service Provider to the Client, by email, shall include:

- The number of lines, words or pages to be translated;
- The language of the translation;
- The method used to determine the cost of the translation, which is billed on the basis of the Service Provider's rate at the time the quote is drawn up, in particular per source word (meaning the cost per word in the text to be translated), per source line or per source page, either on a flat-rate basis, or per hour spent on the translation;
- The format of the documents to be translated if a specific page layout of the delivered document has been requested;
- Possible price surcharges that may be applied because of the urgency of the translation, specific terminology research, or any other special requests made by the Client.

To confirm an order, the Client must return the unaltered quote by email, expressing its consent, to the Service Provider. If the Service Provider does not receive confirmation of the order, it reserves the right not to commence work on the translation.

If confirmation of the order is not received in the manner described above within three (3) months of the date the quote is sent, it shall be deemed null and void.

The Service Provider reserves the right, after informing the Client, to increase the cost of the translation and/or to not meet the delivery date given on the Client's initial order confirmation in the following cases:

1. The modification or addition of documents by the Client after the quote is drawn up, in which case the Service Provider reserves the right to adjust the amount charged depending on the additional volume of work observed or requested;
2. The absence of documents at the time the quote was drawn up, if the quote had to be based solely on the approximate number of words and an excerpt of the text.



In the absence of the Client's express acceptance of the new delivery date and/or charges, the Service Provider reserves the right not to commence work.

All decisions relating to discounts remain at the sole discretion of the Service Provider, and only for the translation in question. Discounts or reductions given to the client do not give rise to any rights that the Client might assert in respect of future services.

3. PROOF

The client agrees to consider emails, copies and computer files as equivalent to the original document and conclusive proof of acceptance of the quote.

4. ADVANCE PAYMENT

All orders may be subject to an advance payment of 30% of the total amount of the quote excluding VAT. In this case, the Service Provider shall not commence work on the translation until after this advance payment is received.

5. DELIVERY DATE

Providing the Service Provider receives all documents to be translated, the delivery date mentioned on the quote only applies on the condition that the Client confirms the order in the manner set out in article 2 above within 24 hours of receiving the quote. After this deadline, the delivery date may be revised according to the Service Provider's workload.

6. SERVICE PROVIDER'S OBLIGATIONS

The Service Provider endeavors to translate the document as accurately as possible from the original document and in compliance with the practices of the profession. The Service Provider will make every effort to take into account and integrate in the translation all information provided by the Client (glossaries, maps, drawings, abbreviations). The Service Provider accepts no responsibility for incoherencies or ambiguity in the original text. It is the Client's sole responsibility to check the technical coherency of the final text.

7. CLIENT'S OBLIGATIONS

The Client agrees to provide the Service Provider with all texts to be translated and all technical information needed to understand the text and, if necessary, the specific terminology required. If the Client fails to do this, the Service Provider shall not be held responsible for non-compliance or for exceeding the deadline.

The Client has 10 working days from the date the documents to be translated or proofread are received to communicate in writing any dissatisfaction with respect to the quality of the service. After this deadline, the service will be considered as completed and cannot be contested. To this end, the Client agrees to consider as proof of delivery all acknowledgements of receipt by post or email.

8. CONFIDENTIALITY

The Service Provider undertakes to respect the confidentiality of the information made available before, during or after the delivery of the translation.



The Service Provider shall not be held liable for the interception or misappropriation of information when transferring data, particularly by internet. Therefore, it is up to the Client to inform the Service Provider, prior to or when placing the order, of the means of transfer to be used, in order to guarantee the confidentiality of all information of a sensitive nature.

9. FORMAT

The translation shall be delivered by email in the agreed format. It can be delivered by post on request, and could be subject to an additional charge. All other means of transfer or format must be expressly agreed upon between the parties and may be subject to additional charges.

10. RESPONSIBILITY

The liability of the Service Provider shall not exceed the cost of the work invoiced. Under no circumstances shall the Service Provider be held liable for complaints related to nuances of style.

It shall be stated that the delivery dates are only used as a guide and late delivery will not result in a penalty. In any event, the Service Provider shall not be held liable for any direct or indirect damages incurred by the Client or a third party as a result of late delivery due to, in particular, force majeure or any delays with email and postal services.

11. CORRECTIONS AND PROOFREADING

In the event of disagreement over certain aspects of the translation, the Service Provider reserves the right to make corrections in cooperation with the client. If the translation needs to be printed, the Service Provider shall receive the proofs for proofreading.

Unless otherwise provided in writing, all corrections and proofreading will be subject to an additional charge on the basis of the current hourly rate.

12. PAYMENT TERMS

Except where particular conditions specified on the quote apply, invoices are drawn up exclusive of VAT, without discount, and must be paid within 30 days from the end of the month, from the issue date of the invoice.

If payment is made by cheque or bank transfer from a foreign bank account, all exchange and bank charges shall be either subject to a flat rate increase specified on the quote, or a total rebilling to the Client.

In the event of late payment, orders in progress may be halted until full payment is received, and without prior notification the Client shall be liable to pay late payment interest calculated at a rate of one and a half times the legal interest rate in force, applied to the amount of the invoice.

Translations shall remain the property of the translator until full payment is received.

13. COPYRIGHT

Before submitting a document for translation to the Service Provider, the Client must ensure that he has the right to do so. He must therefore be the author of the original document or obtain prior written permission for the translation from the copyright holder.



Should the Client fail to do this, the Service Provider shall, under no circumstances, be held liable if all or a portion of the documents provided by the Client infringe copyrights or any other rights of a third party or any applicable law. In this instance, the client alone will be held accountable for any damages and financial consequences that could result from his negligence.

Moreover, the Client acknowledges that the translation by the Service Provider constitutes a new document, of which the copyright is held by both the author of the original document and the Service Provider. As a consequence, in the case of literary or artistic translations, the Service Provider reserves the right to request that its name be mentioned on all examples or publications of its translations, and without prejudice to its pecuniary rights on the work, in accordance with the Code de la Propriété Intellectuelle (Intellectual Property Code), paragraph L.132-11.

14. CANCELLATION

In the event that, for whatever reason, a current order is cancelled in writing to the Service Provider, the work already completed will be billed to the Client at 100% (one hundred percent), and a minimum cost of €30 (thirty Euros) will apply. Any advance payments paid by the Client for the translation will not be reimbursed.

15. DISPUTES

All disputes relating to the interpretation and execution of the terms and conditions of sale are subject to French law. If no amicable solution can be found, the dispute will be transferred to the Tribunal de Commerce de Nice (Nice Commercial Court) local to the Service Provider's registered office.