



## **GENERAL TERMS AND CONDITIONS OF SALE**

Effective November 1, 2019.

These General Terms and Conditions of Sales set forth the rights and obligations of Emilie Lecret, (the “Service Provider”), known under the commercial name “Emi Lecret”, micro-enterprise registered in France (company number 834 994 436 00022), located at the address 40 Boulevard Limbert, 84000, Avignon, on the one hand, and any natural or legal person wishing to use her services (the “Client”) on the other hand.

### **1. APPLICABILITY AND VALIDITY OF TERMS AND CONDITIONS OF SALE**

All orders placed imply the Client's full acceptance of these Terms and Conditions of Sale, without any reservation whatsoever and to the exclusion of any other document.

No special terms will take precedence over these Terms and Conditions of Sale unless officially and expressly stated in writing on the final and binding purchase order.

The execution of any service by the Service Provider implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any other disposition, in the absence of manifest consent, will be ineffective against the Service Provider, regardless of the time at which he/she may have been made aware of it.

## **2. QUOTES AND ORDERS**

Each order placed by the Client shall be preceded by a free quote issued by the Service Provider based on the documents to be translated or information provided by the Client.

The quote the Service Provider sends to the Client by regular mail, electronic mail, or fax shall include:

- The number of words or pages to be translated;
- The language pair;
- The way in which the translation was priced. A translation is billed either at a flat rate, at an hourly rate, or based on the Service Provider's rates at the time the quote is prepared, such as the number of words in the text to be translated or number of target words in the translated text, according the Statistics function in Microsoft Word, by line, page, or by hour.
- The date of delivery of the translation;
- The format of the translated documents in case a specific layout has been requested;
- Any special rates applied because of urgency, specific research, or any other service that goes beyond the services usually provided by the Service Provider.

To confirm an order firmly and definitely, the Client must return the unaltered quote with the Client's written approval and signature to the Service Provider by regular mail, which serves as "Good for Agreement". If the Service Provider does not receive the order confirmation, the Service Provider reserves the right not to commence work on the project concerned.

If confirmation of the order is not received within 7 (seven) days of the date the quote is sent by the means stipulated above, the quote shall be considered null and void.

The Service Provider reserves the right, after informing the Client, to charge an additional fee and/or not to adhere to the delivery date on the Client's initial order in the following cases:

1. Modification of documents or the addition of documents by the Client after the initial quote was prepared by the Service Provider, in which case the Service Provider reserves the right to adjust the rate based on the additional volume of work estimated or requested;
2. If the documents were not furnished during the quote preparation process (If the initial quote was based on the Client's estimation of the number of words and an excerpt of the text).

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

Unless otherwise stated in the quote, costs incurred during the provision of services (travel, courier or postal fees, etc.)

Any decisions to offer a discount, reduction, or sliding fee scale based on a percentage or flat fee (per page, line or hour) are at the sole discretion of the Service Provider and only for the service to which they apply. Any discounts or rebates offered to the Client shall not create a right vested in interest concerning future services.

### **3. PROOF**

The Client agrees to consider faxes, e-mails, copies, and computer files as equivalent to the original and valid proof that the order was confirmed.

### **4. DELIVERY**

Any delivery date or dates agreed between the Service Provider and the Client shall become binding only once the Service Provider has received all the documents to be translated and if the Client has confirmed his/her order as specified in Paragraph 2 above within 48 (forty-eight) hours from the date of reception of the quote. After that time, the delivery date may be revised if so required by the Service Provider's workload.

### **5. THE SERVICE PROVIDER'S OBLIGATIONS**

The Service Provider agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. She shall do everything possible to take into account and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations). The Service Provider shall not be held liable for any inconsistencies or ambiguities in the source text, the verification of the final text's technical coherence remaining the Client's sole responsibility.

## **6. THE CLIENT'S OBLIGATIONS**

The Client shall provide the Service Provider with all of the texts to be translated and all of the technical information required to understand the text and, if necessary, the specific terminology required. If the Client fails to inform the Service Provider, the Service Provider shall not be held liable if the translation does not conform to the Client's standards or if delivery is late. The client has 14 (fourteen) calendar days from the time the translated documents or copywriting work are received to inform the Service Provider in writing of any disagreement concerning the quality of the work performed. Once this period has expired, the service shall be considered duly completed and no claims may be made. The client agrees to consider postal, fax, or electronic mail receipts as proof of delivery.

## **7. CONFIDENTIALITY**

The Service Provider agrees to preserve the confidentiality of information the Service Provider becomes aware of before, during, and after providing services. Original documents shall be returned to the Client upon simple written request.

The Service Provider shall not be held liable in the event that information is intercepted or used by a third party during the transfer of data, especially on the Internet. Therefore, the Client must inform the Service Provider before the provision of services or at the time the order is placed of the means of transmission the Client would like the Service Provider to use to ensure the confidentiality of any sensitive information.

## **8. FORMAT**

Translations are delivered by electronic mail in Word format. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

## **9. RESPONSABILITY**

The liability of the Service Provider on any grounds whatsoever shall be limited to the invoiced value of the work.

Under no circumstances shall the Service Provider be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. The Service Provider shall not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to force majeure or fax transmission, electronic mail, postal and other problems.

## **10. CORRECTIONS AND PROOFREADING**

In the event of disagreements about certain aspects of the service provided, the Service Provider reserves the right to correct these aspects in cooperation with the Client.

If the translation is to be published, the Service Provider shall receive the printer's proofs to proofread them before the document goes to print.

## **11. PAYMENT TERMS**

Pre-payment in full is requested for private clients, and new corporate clients and client organizations when approving the quote. Very large projects may be subject to installments (usually by 20,000-word batch).

Work shall begin only once the payment has cleared.

The Service Provider may extend credit to the Client (strictly 30 days), at her sole discretion. To be eligible, registered businesses and organizations must be able to prove their "good payer" status.

In case of **payment via Bank transfer**, each party shall pay its bank fees for the purposes of the transaction.

In case of **payment via PayPal/Payoneer**, the fees shall be paid by the Client.

In the event of late payments, orders in progress can be unilaterally interrupted until full payment is received and the Client will be liable for late payment penalties (15%), without any formal notice being required, pursuant to art. L.441-6 of the French Commercial Code.

Therefore, any amount not paid within 30 calendar days of receipt of the invoice will be subject to a 15% increase.

Unless otherwise specifically set forth in the quote, invoices are net. The Value Added Tax is not applicable under the law art. 293 B of CGI. (French General Tax Code)

Translations remain the property of the Service Provider until payment has been received in full.

## **12. NON-PROFIT ASSOCIATIONS**

The Service Provider, at her sole discretion, may decide to grant a preferential rate to official non-profit associations that are able to prove their non-profit status at the time of booking (supporting document dating from less than 60 days).

## **13. COPYRIGHT**

Before undertaking to have a document translated, the Client must ensure that this does not infringe on any third-party rights. Therefore, the Client must be the author of the original document or have obtained written permission to have the document translated from the party holding the copyrights to the document.

If these conditions have not been ensured by the Client, under no circumstances shall the Service Provider be held liable if all or a portion of the documents to be translated were to infringe on the rights of a third party or violate any applicable regulations. If this were to occur, the Client shall be held solely liable for any harm or financial consequences resulting from the Client's negligence.

Furthermore, the Client acknowledges that the translation is a new document, whose copyright is held jointly by the author of the original document and the Service Provider. As a result, for literary or artistic translation, and without harm to the Service Provider's rights to the work, the Service Provider reserves the right to require that the Service Provider's name be mentioned on any copies or publications of the translation, in compliance with France's Intellectual Property Code (paragraph L.132-11).

## **14. CANCELLATION**

If work that is commissioned is subsequently cancelled after work has commenced, for whatever reason and notified in writing by the Client to the Service Provider, the Client shall pay the Service Provider the full contract sum for the work completed - 30 (thirty) euros minimum fee - and a half (fifty percent) for the uncompleted work. The work completed will be sent to the Client.

## **15. COMPLAINTS AND DISPUTES**

In the event of a complaint or dispute of any nature whatsoever, the Service Provider and the Client agree to attempt to settle the complaint or dispute amicably as follows.

As soon as the event from which the complaint or dispute arises occurs, either party may refer the matter to the Arbitration Commission of the Société Française des Traducteurs (SFT) by registered letter with return receipt.

## **16. APPLICABLE LAW - COMPETENT COURT**

The present General Terms and Conditions of Sales are subject to French law and should therefore be interpreted in accordance with the abovementioned law.

In the absence of an amicable settlement in accordance with the preceding article 15, the parties submit to the exclusive jurisdiction of the French courts to settle any dispute in connection with the provision of services and the present General Terms and Conditions.

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