

SERVICE TERMS AND CONDITIONS

LF Traductions - Laurence Forain

Note: this is a free adaptation of the French original. In case of a litigation, the original shall be considered binding.

1. APPLICATION OF THE TERMS AND CONDITIONS - OPPOSABILITY

Any order placed entails the Client's full acceptance without reserve of the following service terms and conditions, with the exception of any other document, including the Client's purchase terms and conditions.

No particular condition can rule over the hereby service terms and conditions, except if agreed in writing and signed by both the Client and Laurence Forain (hereinafter the Service Provider) on the definite purchasing order.

2. QUOTE, ORDER AND DELIVERY

To the Client's request, the Service Provider can offer a free quote according to provided documents to translate or information delivered by the Client. It states in particular the deadline and the amount of the advance to pay. It is sent through email.

To confirm his order firmly and definitely, the Client must, either send the quote back by the next email to the Service Provider with his agreement and without any change, or send a purchasing order to the Service Provider through email.

In the absence of an agreement on the quote or a purchasing order, the Service Provider is entitled not to start her service.

Any discount or tapering charges on a project remains at the sole discretion of the Service Provider and concerns only the project in question. No discount granted to the Client sets up an established right for future services.

In the event that no prior quote has been sent to the Client by the Service Provider, translation services will be billed in accordance with the standard prices usually charged by the Service Provider.

In the absence of any other instruction from the Client, the delivery is made through email with a Word attachment. Any extra formatting or layout (except paragraph respect) will be charged an extra fee (quote upon request). Any other delivery mean or document format shall be explicitly agreed in writing between parties and shall be charged extra. In the event of a delivery via postal mail, including express mail, fees are the Client's exclusive financial responsibility.

3. ADVANCE

An advance may be requested for any order which amount exceeds 500 Euros taxes excluded. In that case, the translation will start once the advance is cashed.

4. SERVICE PROVIDER'S OBLIGATIONS

The Service Provider does her best for the translation to be as accurate as the original according to professional standards. She takes into account and inserts in the translation any references provided by the Client, such as glossaries, translation memories, abbreviations, etc.). The Service Provider declines any responsibility in the case of inconsistency or ambiguity in the source text. Technical consistency of the final text remains the Client's responsibility.

5. CLIENT'S OBLIGATIONS

The Client commits to provide for the Service Provider all documents to translate and any technical information useful to understand the source text, and if any, the specific terminology required. If the Client fails to inform the Service Provider, the latter shall not be responsible in case of nonconformity or delay in delivery.

The Client can raise objections in writing regarding the translation quality during 5 (five) business days after reception of translated or reviewed documents. After this time, translation will be considered duly performed and no protest shall be accepted. For that purpose, the Client accepts to consider any acknowledgement of receipt (via postal mail, fax or email) as a proof of delivery.

6. CONFIDENTIALITY

The Service Provider commits to respect confidentiality of all information she may be given before, during and after translation. Her responsibility cannot be bound because of interception or misappropriation of information during data transfer, including through the Internet. Therefore, the Client is responsible to inform the Service Provider before the order or when the order is placed, with the means of transfer to use in order to ensure confidentiality of any sensitive information.

7. RESPONSIBILITY

The Service Provider has an obligation of means. Under no circumstances, the Service Provider shall be responsible for claims caused by style nuance. Her responsibility is limited to the amount of the related bill. Deadlines are given as a reference only. Their non-observance cannot entail late fees. In any case, the Service Provider's responsibility is not committed either in the event of direct or indirect damages induced to the Client or a third party because of a late delivery due to force majeure in particular, or for delays in the delivery through fax, modem, email or any other postal mail.

8. CORRECTIONS AND REVIEWS

In case of dissension about some parts of the service provided, the Service Provider reserves the right to proofread the translation in cooperation with the Client, considering as a matter of course that cannot be a reason to reassess the service as a whole, the Service Provider doing her best to proofread as soon as possible.

9. METHOD OF PAYMENT

Unless otherwise stated beforehand, bills are net, without a discount payable within 30 days from the date of the bill.

In case of payment with a cheque or wire transfer from overseas, any bank fee that may apply shall be charged to the Client either at a fixed rate specified to the Client in the quote or when the order is placed, or for its real amount.

In case of a payment delay, ongoing orders could be stopped as a right till full payment is received and the Client shall pay late penalties, calculated according to the interest rate applied by the European Central Bank to its more recent refinancing operations increased of 9 points of percentage, with a minimum of 25 €. No prior formal notice is required.

10. COPYRIGHT

Before providing a document to translate to the Service Provider, the Client must ensure that he has the right to do so. Thus, he must be the author of the original document or must have a prior written authorization to translate the document from the copyright holder. In the absence of such an authorization, the Service Provider shall not be responsible if all or part of the documents to translate come to infringe copyright or any other right of a third party or any enforceable regulation. Should the case arise, the Client alone accepts the possible damages and financial consequences following his one and only negligence.

In addition, the Client admits that the translation performed by the Service Provider is a new document of which copyrights are held collectively by the author of the original document and by the Service Provider.

Therefore, in case of a literary or artistic translation, and without any prejudice to her patrimonial rights on her work, the Service Provider reserves the right to require her name to be mentioned on any copy or issue of her work, in accordance with the French Code de la Propriété Intellectuelle (copyright code), paragraphe L.132-11. Conversely, again without any prejudice to her patrimonial rights on her work, the Service Provider has also the right to require, at her sole discretion, her name not to be mentioned on the released translation.

11. CANCELLATION

In the event of a written cancellation of an ongoing order, no matter the reason, the work already performed shall be billed to the Client at 100% and the remaining work at 50%.

12. ENFORCEABLE RIGHT AND COMPETENT JURISDICTION

In the event of a litigation that cannot be solved out-of-court, the only competent jurisdiction shall be the Court of Bobigny (93), France. The litigation shall be governed and interpreted by French law.