

## **TERMS AND CONDITIONS**

Translation services offered by Alternative Traduction are subject to the following terms and conditions. They accompany all quotations submitted to clients and are deemed to be approved by the client, when the quotation is formally accepted and confirmed in writing to the translator.

These conditions apply, to the exclusion of all other conditions, to translation work carried out by Alternative Traduction and are considered an integral part of the contract between the translator and the client. Any changes to these conditions must be agreed in writing between the two parties.

### **Article 1: Execution**

The translator undertakes to produce a clear and accurate translation of the original text, in accordance with the client's instructions and with reference to the various documents and other information that the client may provide (glossaries, maps, drawings, acronyms, abbreviations, etc.). The translator cannot be held responsible for any incoherence or ambiguity occurring in the original text, nor for the accuracy of technical information in the final translated text, which remains the responsibility of the client.

### **Article 2: Rights**

Translation contracts are accepted on the understanding that the client has the necessary authorizations for such translations. It is the client's responsibility to ensure that such requests for translation are permitted under the law and that the copyrights of the original authors are respected.

The client remains responsible before the law for any use made of the translation with regard to legal action relating to intellectual property and copyright, including legal actions between parties with regard to information contained in the original text or its translation.

### **Article 3: Client's Obligations**

The client will provide the translator with all the texts to be translated on the date agreed in the translation contract. The client will also provide the translator with all technical information required for a full understanding of the text, and, if appropriate, any specific terminology. In the event that such information is not provided, the translator cannot be held responsible for any errors of non-conformity or for delays caused by this situation.

The client will have five (5) working days from the date of delivery of the translated or corrected documents in which to indicate, in writing, any disagreement relating to the quality of the translation provided. If no objection is raised within 5 days, the service is considered to have been satisfactorily completed and no further claims will be accepted.

### **Article 4: Translator's Obligations**

The translator undertakes to make all reasonable efforts to produce a clear and accurate translation of the original text, in accordance with current usage in the profession. The translator will take care to take into account and refer to any additional information provided by the client (glossaries, maps, drawings, acronyms, abbreviations, style guides, etc.).

### **Article 5: Responsibility**

The translator declines all responsibility for any incoherence or ambiguity within the original text and for the verification of technical information in the translated text, as this is considered to be within the responsibility of the client.

The translator can in no way be held responsible for the legal or illegal use made by the client of the documents translated. The translator can in no way be held responsible for any criticisms relating to the style and expressions used in the translation.

Any claims against the translator for errors or omissions or for any additional costs or losses due to the translation are limited to the amount paid as fees for the translation.

## **Article 6: Quotation**

The client accepts that firm quotations can only be provided for documents seen in their entirety by the translator. Quotations for material not seen or seen only in part are provisional and will be subject to written confirmation by the translator following sight of the complete documents.

Work on the translation will not commence until confirmation of the quotation is received in writing from the client. The quotation will provide details on date of delivery and on the documents received for translation.

The agreed price is quoted either as a fixed fee or as a pro rata calculation (based on number of words in the original text or in the translated text, lines, etc.).

Additional tasks carried out by the translator (e.g. research for terminology, creation of advertising slogans, final page layout, etc.) or the imposition of tight deadlines (involving working overnight or on weekends) or any other task not usually provided by translators, may be subject to an additional fee.

Unless otherwise agreed with the client, all costs incurred in carrying out the translation (travel to meetings, return by recommended post, etc.) will be charged to the client.

## **Article 7: Delivery date**

The delivery date indicated in the quotation must be confirmed by the client on acceptance of the quotation. These dates will remain valid if the necessary documents are received on or before the date agreed between the parties and if the client respects further requests for additional information in time. In the event of delays in the reception of such documents, the delivery date may be revised to accommodate other demands on the translator's schedule at the time of reception of those documents.

## **Article 8: Corrections with regard to terminology**

In the event of disagreement between the client and translator on specific technical issues within the translated text, the translator retains the right to make corrections to the translation without penalty or reduction of the fee agreed upon by the parties. Corrections will be undertaken following reception of written notice of every instance where corrections are required.

## **Article 9: Proofreading of copy before publication**

In the event that the translation will be published, the translator will receive a copy of the printer's layout for checking of possible errors. Unless specifically mentioned in the quotation, proofreading and correction of copy will be invoiced at an agreed hourly rate.

## **Article 10: Invoicing**

An invoice will be sent to the client once the translation has been completed for single translations, or on the 30th of each month for regular and long-term services. Unless otherwise specified, costs incurred for meetings requested by the client will be invoiced separately.

## **Article 11: Payment**

Payment is made on receipt of the invoice, or at the latest on the 30th day following the date indicated on the invoice.

With regard to travel costs for meetings, payment will be made on receipt of the invoice, unless otherwise agreed between the parties.

Under no circumstances will fees be discounted for payment in advance.

## **Article 12: Cancellation of the Contract**

If the contract is cancelled after the translator has begun the translation, the client will be invoiced for the work finished at the time of cancellation, together with a cancellation fee equal to 100% of this sum for the inconvenience and time lost as a result of this decision.

The translator reserves the right to terminate a contract without further notice, if the text to be translated appears to contain any defamatory matter, breach any contract or otherwise involves the rights of a third party.

### **Article 13: Claims**

All claims must be made in writing and sent by recommended mail within 8 days after delivery of the translation. Errors in one part of the translation will not invalidate the entire translation. The translator reserves the right to make the necessary corrections as quickly as possible. It is the client's responsibility to provide proof of the error and, if no agreement can be found between the client and the translator, the issue can be submitted for a final and definitive decision to another translator.

Under no circumstances can the moral or material responsibility of the translator be called into question on matters of style or expression or of synonyms or semantics. Any claim for damages will be limited to the amount of the fee charged for the translation in question.

Translations that are prepared for publication must be submitted for proofreading and checking to the translator, who has sole responsibility for the accuracy of the publication if the translator has indeed carried out these tasks. Unless otherwise agreed between the parties, the translator is not required to write advertising copy and cannot be held responsible for any claims for poor response to such advertising copy.

### **Article 14: In event of force majeure**

The translator cannot be held responsible for any changes to, or the cancellation of, the contract due to acts of god or any other cause beyond the personal control of the translator.

### **Article 15: Resolution**

In the event that the client does not pay the invoice in full on the due date or within 15 days after reception of a reminder for payment, the translator is free to find another publisher for the translation, without recourse to the tribunals for a ruling.

### **Article 16: Non-payment of instalment fees**

It is expressly agreed between parties that, in the event that the translator has agreed to payment in instalments by the client, any default in payments on the due date provides the translator with sufficient justification for requesting due payment and, on the 15th day following such request, if payment is still not received, for cancelling the contract, without recourse to the tribunals for a ruling.

### **Article 17: Penalty Clause**

By express agreement between the parties, any default in payment on the agreed date will provide the translator with the right to charge a penalty for late payment, equal to 15% on the sums due. Such penalty charges will be calculated from the first day following the due date and come into force without the necessity of informing the client by registered mail. The translator, as service provider, is in no way required to justify such penalty payments, nor can the translator be penalised for charging late payment fees. All payments already received are non-reimbursable.

### **Article 18: Confidentiality**

The translator will not divulge any information provided by the client or contained in the texts to be translated. If so requested in writing, the translator will return the original texts to the client.

### **Article 19: Intellectual Property**

The translator claims intellectual property rights with regard to the translation. The translator's name must be cited in all copies made or published of the publication in question.

### **Article 20: Jurisdiction**

Any legal action to be taken with regard to this contract will be submitted to the Tribunal de Grande Instance in Marseilles, France and will be subject to French law.