

# Jason Miller | S Q U I D (E. I.)

## General Terms of Sale

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

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

No special terms will take precedence over these Terms of Sale unless 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 its own general terms and conditions.

Any condition to the contrary shall not be binding to the Service Provider unless expressly accepted by the Service Provider in writing, regardless of when the Service Provider becomes aware of the condition. That the Service Provider does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of the Service Provider's right to exercise any of the provisions in these Terms of Sale at a later date.

### 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—e.g., at a flat or hourly rate, and applied to the number of words in the source or target document;
- 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, the Client must return the unaltered quote with the Client's written approval and signature to the Service Provider by regular mail or fax if the quote was sent to the Client by regular mail or fax. If the Client received the quote by electronic mail, the Client may confirm the order by expressing this clear acceptance in an e-mail reply. 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 one (1) month 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 for the Client's 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, or 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 on the quote, costs incurred during the provision of services (travel, courier or postal fees, etc.) shall be borne by the Client. Any decisions to offer a discount, reduction, or sliding fee scale based on a percentage or flat fee (e.g., per word, per line, per page, or per 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 automatically apply to future orders.

### **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. DEPOSITS**

Any order exceeding \$1,000.00 (excl. tax) may be subject to a deposit, the amount of which shall be clearly stipulated in the quote. Work shall begin only once the payment has cleared.

### **5. DELIVERY**

Any delivery date or dates agreed between the Service Provider and the Client shall become binding only when the Service Provider has received all the documents to be translated and if the Client has confirmed its order as specified in Paragraph 2 above within ten (10) minutes of the time of dispatch of the quote. After that time, the delivery date may be revised if so required by the Service Provider's workload.

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

The Service Provider shall endeavor to provide a translation that is faithful to the original and complies with professional standards, and to do everything possible to take into account and include in the translation information provided by the Client (e.g., from glossaries, drawings, diagrams, or lists of 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.

### **7. 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 10 working days from the time the translated or proofread documents are received to inform the Service Provider in writing of any disagreement concerning their

quality. 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, or a copy of the delivery e-mail, as proof of delivery.

## **8. 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 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.

## **9. FORMAT**

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

## **10. RESPONSIBILITY**

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.

Delivery deadlines are provided for information only and 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.

## **11. CORRECTIONS AND PROOFREADING**

In the event of disagreements about certain aspects of the translation, 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.

Unless otherwise specified in writing, all proofreading will result in additional charges to be billed at the hourly or per-word rate defined by the Service Provider.

## **12. PAYMENT**

Unless otherwise mentioned on the quote, payment in full to the Service Provider shall be made no later than 30 days from the date of issue of the invoice (printed on the latter). In the case of payments by check or wire transfer from abroad, all forex and banking fees will be specified on the quote or be billed to 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 of one and a half

times the prevailing interest rate (defined by French law) applied to the entire sum in question, without any formal notice being required.  
Translations remain the property of the Service Provider until payment has been received in full.

### **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 met 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 any translation that is original in nature, 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 this cancellation is 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 and half (fifty percent) for the uncompleted work.

### **15. COMPLAINTS AND DISPUTES**

In the event of a complaint or dispute of any nature whatsoever, the Service Provider and the Client shall agree to attempt to settle the complaint or dispute amicably in a matter they both find suitable.

**Conformément aux articles L.616-1 et R.616-1 du code de la consommation, cette société a mis en place un dispositif de médiation de la consommation. L'entité de médiation retenue est : CNPM - MEDIATION - CONSOMMATION. En cas de litige, vous pouvez déposer votre réclamation sur son site :**

<http://cnpm-mediation-consommation.eu>

**ou par voie postale en écrivant à**

**CNPM MEDIATION CONSOMMATION – 23, rue Terrenoire – 42100 SAINT ETIENNE**