

**DISCLAIMER:** This document is a translated version of my General terms of Business provided for reference purposes only. In the event of any inconsistency, the French version shall prevail.

## General Terms of Business for Commissioned Translation Work

The present general terms of business for commissioned translation work are intended to frame the contractual relations between:

Gaële Gagné, owner and representative of the company Tréma Translations, whose registered office is located at XXX (France), holder of the SIREN number: 000 000 000 and hereinafter referred to as "the Translator",

and on the other hand, any company or individual wishing to use its services, hereinafter referred to as "the Client".

### 1. Application of the General Terms of Business - Enforceability

All translations commissioned by the Client imply the Client's full acceptance of these terms of business. No other terms and conditions shall be in effect and enforceable against the Translator, unless otherwise agreed in writing by the Translator.

The fact that the Translator does not avail herself at any time of any of the present general conditions of service provision cannot be interpreted as a waiver of the right to avail herself of any of the said conditions at a later date.

### 2. Orders and Quotations

Each Client's order is preceded by a free quotation, drawn up by the Translator on the basis of the documents provided or information communicated by the Client.

The quotation sent by the Translator to the Client, by post or e-mail, shall specify in particular:

- The number of pages or words to be translated;
- The language of the translation;
- How the price of the translation is to be determined. The translation shall be billed either on the basis of a flat fee, on the basis of time spent (per hour) or on the basis of the Translator's current rates, including her rate per source word (i.e. number of words contained in the text to be translated) or per target word (i.e. number of words contained in the translated text) according to a specified word count tool (MS Word or CAT), on a per-line or per-page basis;
- A delivery date or estimated period necessary to perform the task;
- The format of the documents to be delivered;
- Any additional charge due to urgency, terminology research or any other request outside the usual services provided by the Translator.

In order to confirm his/her order in a firm and definitive manner, the Client must return the quotation to the Translator without any modification, signed with the mention "agreed and signed" either by post or e-mail or send an e-mail with the

expression of the Client's consent. If the quotation has not been formally accepted, the Translator reserves the right not to start working on the Client's project.

If the quotation has not been accepted before the end of its validity period, or by default, within one (1) month from the date of the quotation, it shall be deemed null and void.

The Translator reserves the right, after having informed the Client, to increase the quoted price and/or to change the delivery date appearing on the Client's initial order confirmation, in the following cases:

1. If the Client adds or modifies the documents to be translated after the Translator has sent the quotation, in which case the Translator reserves the right to adjust her price or rate according to the additional work required.
2. If the Translator prepared the initial quotation on the basis of the Client's description of the task or without having seen all the source material and received firm instructions: if the quotation is based on an approximate number of words and/or an extract of the source document(s).

Without the Client's agreement to these new delivery and/or billing conditions, the Translator reserves the right not to begin her work.

Unless otherwise agreed in the quote, the costs incurred in the performance of the service (travel expenses, express mail, etc.) shall be borne by the Client.

Any decision to offer a discount, reduce or apply sliding scale rates, based on a percentage or a flat rate (per page, per line or per hour), shall be at the sole discretion of the Translator and limited to the services included in the quotation. No discount or rebate granted to the Client shall be considered an acquired right for future orders.

In the event that the Translator has not sent a prior quotation to the Client, orders are placed by simple exchange of e-mails and translation services are invoiced in accordance with the basic rate usually applied by the Translator or any other rate agreed between the Translator and the Client in their latest correspondence. Any validation by the Client of a deadline communicated by the Translator shall be considered as a confirmation of an order.

### 3. Proof of Acceptance

For the purpose of proving the acceptance of a quotation, the Client agrees to consider as equivalent to the original and as perfect proof, a fax, an e-mail or an electronic copy of the signed quotation.

### 4. Deposit

Any order which amount excluding taxes exceeds one thousand (1000) euros may require a deposit, the percentage of which will be specified on the quotation. In this case, the work requested will only begin after the deposit has been received.

## 5. Delivery

The date of delivery specified in the quotation shall not be of the essence unless specifically agreed in writing and only after the Translator has received all of the source material to be translated and complete instructions from the Client.

Unless otherwise agreed, the Translator shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the agreed date of delivery.

## 6. Responsibility of the Translator

The translation task shall be carried out by the Translator using reasonable skill and care and in accordance with the provisions and spirit of the Code of Professional Conduct of the Société française des traducteurs (SFT). Time and expense permitting, the Translator shall use her best endeavours to do the work to the best of her ability, knowledge and belief, and consulting such authorities as are reasonably available to her at the time.

A translation shall be fit for its stated purpose and target readership, and the level of quality specified. Unless specified otherwise, translations shall be deemed to be of "for information" quality (translator-revised).

The Translator shall make every effort to take into account and integrate into the translation the information provided by the Client (glossaries, plans, drawings, abbreviations, etc.). The Translator declines all responsibility in the event of any inconsistency or ambiguity in the original text, the verification of the technical consistency of the final text being the sole responsibility of the Client.

The Translator shall notify the Client as soon as is reasonably practical of any circumstances likely to prejudice the translator's ability to comply with the terms of the Client's order and assist the Client as far as reasonably practical to identify an alternative solution.

## 7. Responsibility of the Client

The Client shall provide to the Translator all the content to be translated, any technical information necessary for their understanding and, where appropriate, the specific terminology required. If the Client fails to inform the Translator, the Translator shall not be held responsible for any non-compliance or failure to meet deadlines.

The Client has ten (10) working days from receipt of the translated or proofread documents to express in writing any concern relating to the quality of the service. After this period, the service shall be deemed to have been duly executed and no complaint will be admitted. To this end, the Client agrees to consider as proof of delivery any acknowledgement of receipt by post, fax or e-mail.

## 8. Confidentiality

No documents for translation shall be deemed to be confidential unless this is expressly stated by the Client. However, the Translator shall at all times exercise due discretion in respect of disclosure to any third party of any information contained in the Client's original documents or translations thereof without the express authorization of the Client.

Nevertheless, a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential material. The translator shall be responsible for the safe keeping of the Client's documents

and copies of the translations and shall ensure their secure disposal. If requested to do so by the Client, the Translator shall insure documents in transit from the Translator, at the Client's expense.

## 9. Personal Data Protection

As part of her service, the Translator collects personal data about the Client (name, company name, postal address, email, telephone number, etc.). This data is used to send to the Client quotes, invoices and information necessary for the service and promotional messages about the Translator's services.

The data collected is subject to computer processing carried out by the Translator and is kept securely for the purpose of providing the service described in these general conditions, and under legal and regulatory obligations.

The person in charge of data processing and protection is Ms Gaële GAGNÉ - postal address: - e-mail: @. Access to personal data will be strictly limited to her.

The information collected may possibly be communicated to a third party linked to the Translator's company by contract for the performance of sub-contracted tasks (hereafter, "the Subcontractor"). In this case, the Client will have been informed of said activities, as well as the identity and contact details of the Subcontractor.

The Subcontractor shall be bound by these general terms and conditions. It is the Translator's responsibility to ensure that the Subcontractor provides the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures to ensure that the processing meets the requirements of the European Data Protection Regulation. If the Subcontractor does not fulfil its data protection obligations, the Translator remains fully responsible to the Client for the other Subcontractor's performance of its obligations.

In the event of a data breach, the Translator shall inform the Client as soon as possible and, within 72 hours of becoming aware of it, shall notify the breach to the Commission Nationale de l'Informatique et des Libertés (French Data Protection Authority).

The Translator declares that she keeps a written record of all categories of processing activities carried out on behalf of the Client.

In accordance with Law No. 78-17 of 6 January 1978 on Data Processing, Data Files and Individual Liberties, as amended by Law No. 2004-801 of 6 August 2004, and by European Regulation No. 2016/679/EU, the Client shall have the right to access, rectify, erase, and make available data concerning him/her, as well as the right to object to the processing for legitimate reasons, which he/she may exercise by contacting the data controller at the postal or email address mentioned above, enclosing valid proof of his/her identity.

For more information and in the event of a complaint, the Client may contact the Commission Nationale de l'Informatique et des Libertés ([www.cnil.fr](http://www.cnil.fr)).

The Client's data is kept for five years plus the current year. If at the end of this period no business relationship is maintained, the data will be automatically deleted from the Translator's servers.

However, once the Client has placed an order, and even in the event of a request to delete an account, the Translator is required to keep the personal data on invoices and order forms for 10 years from their date of issue (Article L-123-22 of the French Commercial Code).

## 10. Format

The translation is delivered by e-mail in the format of the source text. On request, it can be delivered by fax or by mail. Any other means of transfer or format must be expressly agreed between the parties and may be subject to additional charges.

## 11. Liability

The liability of the Translator on any grounds whatsoever shall be limited to the total value of the contract.

The Translator shall not be held liable for any claims based on stylistic nuances or alterations made to her translation by third parties without her consent.

Delivery deadlines shall not be of the essence, unless specifically agreed in writing. Their non-observance cannot, in principle, lead to penalties for delay. Neither the Translator nor the Client shall be liable to the other or any third party for consequences which are the result of circumstances wholly beyond the control of either party.

## 12. Editing and Proofreading

In the event of the Client not being entirely satisfied with the Translator's work, notification of the specific issues found in the translation must be received no later than ten (10) calendar days from the date of delivery and no claim shall be considered after this date.

The Translator reserves the right to edit her own work in cooperation with the Client.

If the translation is to be edited, the Translator will receive the revised document for proofreading.

Unless otherwise agreed in writing, any correction or proofreading shall be charged to the Client based on the Translator's current rate.

## 13. Payment

Unless agreed otherwise, payment, minus any amount already paid on deposit, shall be made within 30 calendar days of the invoice date.

All wire transfer fees and other charges incurred in remitting payment (including intermediary and correspondent bank charges) are payable by the Client. The Translator reserves the right to invoice the Client for any bank charges deducted from the payment.

The translation remains the property of the Translator until full payment is received.

Interest at the rate of 10% per month, effective from the first calendar day following the payment deadline indicated on the invoice, will be charged on all overdue balances, to which shall be added, in accordance with Article D.441-10 of the French Commercial Code, a compensation fee for collection costs of 40

euros. The Translator shall not accept any new work from the Client before having received full payment of past due contracts.

The contract for the work is established between the Translator and the Client, and payment of the Translator's fee is not contingent on the review, approval or payment of any third party.

#### 14. Intellectual Property

The Client warrants to the Translator that the Client has full right, power and authority to have the material translated, and that the translation of the material by the Translator will not result in the infringement of any existing copyright. The Client agrees to indemnify and save harmless the Translator against any claim, action, loss or damage incurred by the Translator as a result of any breach of this warranty.

Translations are protected works under the Berne Convention and may not be reproduced or otherwise used in breach of the Translator's copyright. Consequently, in case of a translation work considered of literary or artistic nature, and without prejudice to the Translator's economic rights over her work, the Translator reserves the right to require that her name be mentioned on any copy or publication of her service, in accordance with the French Intellectual Property Code, paragraph L.132-11.

The Translator may freely assign her copyright to the Client, but such assignment is conditional upon the Translator having received full payment for services rendered, in accordance with the quotation for the work and these terms of business.

#### 15. Cancellation

If, for any reason, the Client wish to cancel an order or a task, the Translator should be notified in writing as soon as is reasonably practical. If the order is cancelled while the contract is being performed, the Client will pay 100% (one hundred per cent) of the agreed rate to the Translator for the work already performed and 50% (fifty per cent) for the remaining work to be carried out.

#### 16. Amicable Settlement of Dispute

The Translator and the Client agree to settle amicably any dispute that will arise from the interpretation or enforcement of these terms of business.

To this end, the matter of the dispute may be referred to the SFT Arbitration Committee, according to which procedure the parties agree to negotiate in good faith to settle promptly and amicably the dispute to mutual satisfaction, without resort to any legal process for four (4) months.

If the dispute is not resolved amicably, it shall be resolved as provided for below.

#### 17. Applicable Law and Jurisdiction

In any event these general terms of business shall be construed in accordance with French law. If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties grant exclusive jurisdiction to the French courts to settle any dispute relating to the provision of service and these general conditions.

*Latest version: (date)*