

# L'atelier de traduction

(hereafter "the Service Provider")

\*\*\*

## General Terms of Sale

### 1. APPLICATION AND SCOPE OF THE TERMS OF SALE

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

### 2. QUOTATIONS AND ORDERS

Before the Client places any order, the Service Provider will issue a price quotation, free of charge, on the basis of the documents to be translated or information provided by the Client. The quotation the Service provider sends to the Client by regular mail, electronic mail, or fax will specify:

- The number of pages, words or lines to be translated;
- The language they are in and the language they are to be translated into;
- The way in which price for the translation was calculated;
- The date the translation is to be delivered;
- The format of the translated documents where a specific layout has been requested;
- Any special rates applied because of urgency or special research or other service that goes beyond those usually provided by the Service Provider.

To confirm an order, the Client is to signify acceptance in writing on the quotation received by regular mail or fax, sign the same and return it otherwise un-amended to the Service Provider by regular mail or fax.

### 3. DELIVERY

Any delivery date or dates agreed between the Service Provider and the Client are not binding until the Service Provider has received all the documents to be translated and subject to the condition that the Client confirms his/her order as specified in paragraph 2 above within three business days from the date the quotation is received. When the three days have elapsed, the Service Provider may change the delivery date to allow for workload constraints.

### 4. SERVICE PROVIDER'S OBLIGATIONS

The Service Provider undertakes to provide a translation that is as faithful as possible to the original and that complies with professional standards. He/she will do what is necessary to take into account and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations, etc.). The Service Provider undertakes to preserve the confidentiality of information (see paragraph 6)

### 5. CLIENT'S OBLIGATIONS

The Client is to provide the Service Provider with all the texts to be translated, together with all of the technical information required for their understanding and, where applicable, the specific terminology required. If the Client fails to properly inform the Service Provider, the Service Provider may not be held responsible if the translation does not comply with the Client's standards or if delivery is late.

### 6. CONFIDENTIALITY

The Service Provider undertakes to preserve the confidentiality of information of which he/she is apprized before, during, and after the provision of services. Original documents will be returned to the Client on request.

7. DELIVERY FORMAT

Translations are generally delivered by electronic mail in the original format. On request, they may be delivered by fax or regular mail, and/or on a USB key, and may result in additional charges.

8. LIABILITY

The liability of the Service Provider may in no case exceed the invoiced value of the work.

9. PROOFREADING AND CORRECTIONS

In the event of disagreement over certain aspects of the translation, the Service Provider reserves the right to make related corrections in cooperation with the Client.

If the translation is to be published, the Service Provider is to receive the printer's proofs to proofread before publication.

Unless otherwise specified in writing, all corrections will result in additional charges calculated at the usual hourly rate.

10. PAYMENT

Unless otherwise stipulated in the quotation or specific agreement, full payment is to be made to the Service Provider within 30 days from the date of invoice.

Beyond that deadline, penalties of 8,60% per month (the bank base rate in force increased by two points) are applicable.

11. CANCELLATION

In the event that the Client gives the Service Provider written notice of the cancellation, for whatever reason, of an order on which work has already begun, the Client is to pay the Service Provider the full contractual amount for the portion completed et 50% (fifty percent) for that not completed.

12. AMICABLE SETTLEMENT

In the event of a dispute of any nature, the Service Provider and the Client undertake to seek and agreed amicable settlement.

January 2009  
L'atelier de traduction

*(General Terms of Sale, adapted of the original French provided by the Société Française des Traducteurs, SFT)*