

# GENERAL TERMS OF SALE

## DEFINITION

The hereafter designed business is Danielle LEBRAT MALET/ALTITRAD (natural person), located at the following address : Chemin des Arcis 4 Lot. Les Terrasses de l'Ermitage 43000 ESPALY SAINT MARCEL. SIRET: 442 943 528 00020 – APE: 7430 Z

## 1. TERMS OF SALE APPLICATION – OPPOSABILITY

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 Danielle LEBRAT MALET/ALTITRAD implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any other disposition, in the absence of manifest consent, will be ineffective against Danielle LEBRAT MALET/ALTITRAD, regardless of the time at which she may have been made aware of it. Any condition to the contrary shall not be binding Danielle LEBRAT MALET/ALTITRAD, unless expressly accepted by Danielle EBRAT MALET/ALTITRAD in writing, regardless of when Danielle LEBRAT MALET/ALTITRAD becomes aware of the condition. That Danielle LEBRAT MALET/ALTITRAD does not exercise one or more of the provisions in these Terms of Sales shall not be interpreted as a waiver of Danielle LEBRAT MALET/ALTITRAD's right to exercise any of the provisions in these Terms of Sale at a later date.

## 2. QUOTE AND ORDERS

The quote Danielle LEBRAT MALET/ALTITRAD 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. A translation is billed either at a flat rate, at an hourly rate, or based on the Danielle LEBRAT MALET/ALTITRAD's rate at the time the quote is prepared, such as the number of words in the text to be translated. Unless otherwise stated on the quote, costs incurred during the provision of services (travel, courier or postal fees, etc) are supported by the client. In the event that a quote is not sent to the Client before the commencement of work, translation services shall be invoiced at the base rate usually billed by Danielle LEBRAT MALET/ALTITRAD.

## 4. FORMAT

translated or number of target words in the translated text, according the Statistics function in Microsoft Word, by line, page or by hour.

- The date of delivery of the translation
- The format of the translated documents in case a specific layout has been requested;
- The information to be searched and the research language

- Any special rates applied because of urgency, specific research or any other service that goes beyond the services usually provided by Danielle LEBRAT MALET/ALTITRAD

To confirm an order, the Client must return the unaltered quote with the Client's written approval and signature to Danielle LEBRAT MALET/ALTITRAD 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 by return electronic mail. If Danielle LEBRAT MALET/ALTITRAD does not receive the order confirmation, Danielle LEBRAT MALET/ALTITRAD reserves the right not to commence work on the project concerned. If confirmation of the order is not received within three (3) working days of the date the quote is sent by the means stipulated above, the quote shall be considered null and void.

Danielle LEBRAT MALET/ALTITRAD reserves the right, after informing the Client, to charge an additional fee and/or not to adhere to the delivery date on the Client's initial order in the following cases :

a. The modification of documents or the addition of documents by the Client after the initial quote was prepared by Danielle LEBRAT MALET/ALTITRAD, in which case Danielle LEBRAT MALET/ALTITRAD reserves the right to adjust the rate based on the additional volume of work estimated or requested;

b. 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 billing conditions, Danielle LEBRAT MALET/ALTITRAD reserves the right not to commence the work.

## 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.



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Translations are delivered by electronic mail in Word format. On request, translations may be delivered by fax, by regular mail, on a PC floppy disk. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

#### 5. DELIVERY

Any delivery date or dates agreed between Danielle LEBRAT MALET/ALTITRAD and the Client shall become binding only once Danielle LEBRAT MALET/ALTITRAD has received all the documents to be translated and if the Client has confirmed his/her order as specified in Paragraph 2 above within 3 (three)

working days from the date of reception of the quote. After that time, the delivery date may be revised if so required by Danielle LEBRAT MALET/ALTITRAD's workload.

#### 6. ALTITRAD'S OBLIGATION

ALTITRAD/Danielle LEBRAT MALET agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. She shall do everything possible to take into account and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations). Danielle LEBRAT MALET/ALTITRAD 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 OBLIGATION

The Client shall provide Danielle LEBRAT MALET/ALTITRAD 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. The technical documents will include background information furnished by the client and/or illustrations or plans to understand these technical documents. In case of difficulties that have arisen with the document comprehension, Danielle LEBRAT MALET/ALTITRAD is entitled to look for information by the author of the document; in that case shall the delivery time-limit be extended including the search time.

If the Client fails to inform Danielle LEBRAT MALET/ALTITRAD, Danielle LEBRAT MALET/ALTITRAD shall not be held liable if the translation does not conform to the Client's standards or if delivery is late.

The Client has five (5) working days from the time the translated documents are received to inform DANIELLE LEBRAT MALET/ALTITRAD in writing of any disagreement concerning the quality of the translation. 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 as proof of delivery. The Client assumes the

responsibility of checking the numbers and proper names usual spelling.

#### 8. CONFIDENTIALITY

Danielle LEBRAT MALET/ALTITRAD agrees to preserve the confidentiality of information Danielle LEBRAT MALET/ALTITRAD becomes aware or before, during, and after providing services. Original documents shall be returned to the Client upon simple request. Danielle LEBRAT MALET/ALTITRAD 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 Danielle LEBRAT MALET/ALTITRAD before the provision of services or at the time the order is placed of the means of transmission the Client would like Danielle LEBRAT MALET/ALTITRAD to use to ensure the confidentiality of any sensitive information.

#### 9. LATE PAYMENT

Unless otherwise mentioned on the quote, payment in full to Danielle LEBRAT MALET/ALTITRAD shall be made no later than 21 days from the date of invoice as usual by services. In the case of payments by check or wire from abroad, all foreign 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 a flat-rate allowance of 40 € (art. L441-3 and L441-6 of the Commercial Code) and late payment penalties of 5 % applied to the entire sum in question from the first day's delay, and 10 % penalty after one month's delay, without any formal notice being required.

Translations remain the property of Danielle LEBRAT MALET/ALTITRAD until payment has been received in full.

#### 9. TERMS OF PAYMENT

- **By order** : legal translations and orders billed for an amount under 300 € shall be paid in full by order placing.
- **Deposits** : Any order exceeding Euro 300 excluding 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.

#### 10. RESPONSIBILITY

Danielle LEBRAT MALET/ALTITRAD's liability shall be limited on any grounds whatsoever to the invoiced value of work. Under no circumstances shall Danielle LEBRAT MALET/ALTITRAD be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. DANIELLE LEBRAT MALET/ shall not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to force



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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, Danielle LEBRAT MALET/ALTITRAD reserves the right to correct these aspects in cooperation with the Client. In no circumstances can imperfections in the translation call full work into question.

Any complaint will be only taken in consideration if notified by registered letter with a form for acknowledgment of receipt at the latest five (5) calendar days after the translation delivery. The date shipped to the client is the date when it is sent by registered post; the document shall be deemed to have been received on the date shown on the postmark of the place of posting. Any complaint shall be accompanied by the original documents and the disputed translations. Upon expiration the translation will be considered as proper performed and any controversy cannot be accepted. Is the translation to be published, Danielle LEBRAT MALET/ALTITRAD shall receive the printer's proofs to proofread them before the document goes to print. Unless otherwise specified in writing, all corrections will result in additional charges to be billed at the prevailing hourly rate.

#### 12. COPYRIGHTS

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 ensured by the Client, under no circumstances shall Danielle LEBRAT MALET/ALTITRAD be held liable if all or 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 Danielle LEBRAT MALET/ALTITRAD.

As a result, for literary or artistic translation, and without harm to Danielle LEBRAT MALET/ALTITRAD's rights to the work, X reserves the right to require that Danielle LEBRAT MALET/ALTITRAD's name be mentioned on any copies or publications of the translation, in compliance with France's Intellectual Property Code (paragraph L.132-11).

The translation belongs rightfully to the translator until the full payment.

#### 13. LEGAL TRANSLATIONS

Danielle LEBRAT MALET/ALTITRAD reserves the right not to authorise the Client to revise the legal translations ; in any case shall the revision occur before the certification. Legal translations are delivered in a single original. Any added edition implicate additional costs.

#### 14. CANCELLING

By cancelling of an active command whatever the cause, notified in writing to Danielle LEBRAT MALET/ALTITRAD, the performed work will be billed to 100 % (hundred per cent )and the remaining work to 50 % (fifty per cent) to the Client.

#### 15. COMPLAINTS AND DISPUTES

In the event of a complaint or dispute of any nature whatsoever, DANIELLE LEBRAT MALET/ALTITRAD and the Client agree to attempt to settle the complaint or dispute amicably as follows. As soon as the event from which the complaint or dispute arises occurs, either party may refer the matter to the Arbitration Commission of the Société Française des Traducteurs (SFT) by registered letter with return receipt, sending a copy to the other party by registered letter with return receipt. The parties agree to allow the Commission to attempt to arbitrate using the means it deems appropriate. The parties agree to do everything within their power to ensure that arbitration is successful. They agree to operate in good faith. They also agree not to take legal action in the four months following the referral of the dispute to the Commission. The parties agree that any attempt to resolve the matter through channels other than the Commission during this period may result in the rejection of the case by the Commission or in the incapacity to resolve the matter amicably and shall justify the payment to the other party of Euro 1500.

#### 16. APPLICABLE LAW AND COMPETENT COURT

These General Terms of Sale and services provided by Danielle LEBRAT MALET /ALTITRAD are in all respects governed by the French Law and shall be construed according to it excluding any other. In the event of a dispute impossible to solve amicably, the only competent court is the Court of LE PUY EN VELAY - FRANCE.

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