

**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, a sole service provider operating under the trade name “Tréma Translations”, domiciliated 32 rue des Romains – 92270 Bois-Colombes (France) and holder of the SIREN number: 534 586 656 and hereinafter referred to as “the Service Provider”,

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

### 1. Purpose

The purpose of these general terms of business is the sale of translation services, including the translation, transcreation, proofreading and editing of texts and content from English into French, hereinafter referred to as “the Service”.

### 2. Application of the General Terms of Business — Enforceability

Any order placed implies the Client’s full and unreserved acceptance of these general terms and conditions for the provision of services to the exclusion of any other document.

No particular condition may unless a formal and written exception appears on the quotation that has become firm and definitive, prevail over the general conditions for the provision of services.

The performance of any service by the Service Provider implies the Client’s acceptance of these general terms and conditions, and the waiver of its own general terms and conditions of purchase. Any condition to the contrary will therefore, in the absence of express acceptance, be unenforceable against the Service Provider, regardless of when it may have been brought to its attention.

The fact that the Service Provider does not avail itself at any time of any of these general terms and conditions for the provision of services cannot be interpreted as a waiver of the right to avail itself of any of the said terms and conditions at a later date.

### 3. Orders and Quotations

Each order from the Client is preceded by a free quotation, drawn up by the Service Provider on the basis of the documents provided and the information communicated by the Client.

The quotation sent by the Service Provider to the Client, by e-mail or by post, specifies in particular:

- The source content or the number of words to be translated or proofread;
- The language combination;
- How the price of the Service is to be determined. The latter is invoiced either on a flat-rate basis, or on the basis of time spent (per hour), or on the basis of the Service Provider's current rate on the day the quotation is drawn up, in particular per source word (i.e. per word in the text to be translated) or per target word (i.e. per word in the translated text) according to the count provided by Microsoft Word (Tools > Statistics) or Computer Aided Translation (CAT) software, per line or per page;
- The deadline or delivery date of the Service;
- The format of the documents to be delivered in the event of a specific layout request;
- Any price increases applied, in particular due to urgent delivery, specific terminological research or any other request outside the usual services provided by the Service Provider.

In order to confirm the order in a firm and definitive manner, the Client must return the quotation to the Service Provider without any modification, either by letter signed with the mention "signed as agreed" when the quotation was sent by post, or by return e-mail with the expression of his or her consent when the quotation was sent by e-mail. If the Service Provider does not receive acceptance of the quotation, the Service Provider reserves the right not to commence work.

The delivery date will be confirmed by e-mail after receipt of the signed quotation. If the order is not confirmed in the manner set out above within the validity period indicated on the quotation or, failing this, within one (1) month from the date of the quotation, it will be deemed null and void.

The Service Provider reserves the right, after having informed the Client, to increase the price of the Service and not to deliver on the date mentioned in the order confirmation, in the following cases:

1. The Client modifies or adds texts to be translated, transcreated, proofread or revised after the Service Provider has sent the quotation, in which case the Service Provider reserves the right to adjust the rate according to the volume of text or additional work needed or requested.
2. The absence of all or part of the source text at the time the quotation is sent. If the quotation had to be drawn up based only on the approximate number of words and an extract of the content.
3. The absence of clear instructions (project specifications or brief) from the Client defining the scope of the transcreation or editing project and its objectives which are needed to prepare the quotation.

In case the Client does not agree to these new delivery and invoicing conditions, the Service Provider reserves the right not to commence work on the Service.

Unless otherwise agreed in the quotation, the costs incurred in performing the Service (travel, express mail, etc.) shall be borne by the Client.

Any decision to discount, reduce or apply degressive rates, as a percentage or a flat amount (per page, per line or per hour), remains at the sole discretion of the Service Provider, and only for the Service that is the purpose thereof. Any discounts or rebates granted to the Client shall in no case give rise to an acquired right for subsequent services.

In the event that no prior quotation has been sent to the Client by the Service Provider, orders are placed by simple exchange of e-mails and the Service is invoiced in accordance with the usual rate of the Service Provider or any other rate agreed between the Service Provider and the Client in the exchange of e-mails. Any validation by the Client of the deadline communicated by the Service Provider is deemed to be an order.

#### **4. 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, an e-mail or an electronic copy of the signed quotation.

#### **5. Deposit**

Any order which amount excluding taxes exceeds one thousand (1,000) euros may require a deposit, the percentage of which will be specified on the quotation. In this case, the work requested will only begin once the deposit has been received.

#### **6. Delivery**

Subject to receipt by the Service Provider of all the documents or the Client's brief required to perform the Service, the delivery period mentioned on the quotation is only applicable on condition that the Client confirms his or her order before expiry of the validity period, in accordance with the terms and conditions defined in Article 3.

After this period, the delivery date is confirmed by e-mail and may be subject to revision depending on the Service Provider's workload.

#### **7. Responsibility of the Service Provider**

The Service Provider shall endeavour to perform the Service in accordance with the instructions of the Client and the best practices of her profession. The Service Provider shall make every effort to take into account and integrate into the Service the information provided by the Client (glossaries, visuals, abbreviations, etc.). The Service Provider 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.

#### **8. Responsibility of the Client**

The Client undertakes to provide the Service Provider with all the texts to be translated, transcreated, proofread or edited and any information necessary for the understanding of the source content and the project. Where applicable, the Client will prepare a brief and give the Service Provider of all the documentation required. If the Client fails to properly brief the Service Provider, the Service Provider shall not be held liable for any non-compliance or failure to meet deadlines.

In the event of the Client not being entirely satisfied with the Service Provider's work, notification of the specific issues found in the Service must be received no later than ten (10) calendar days from the date of delivery and no claim shall be considered after this date. To this end, the Client agrees to consider as proof of delivery any acknowledgement of receipt by post or e-mail.

## 9. Confidentiality

The Service Provider undertakes to respect the confidentiality of any information brought to her attention before, during or after the performance of the Service. The original documents are returned to the Client upon written request.

The Service Provider cannot be held liable for any interception or misappropriation of information during the transfer of data, in particular via Internet. Consequently, it is the Client's responsibility to inform the Service Provider, prior to or at the time of the order, of the means of transfer that he or she wishes to see implemented in order to guarantee the confidentiality of any sensitive information.

## 10. Personal Data Protection

As part of the Service, the Service Provider collects personal data about the Client (title, name, company name, postal address, e-mail, telephone number). This data is used to send to the Client, on the one hand, quotations, invoices and information required for the Service and, on the other hand, promotional messages about the Service Provider's business.

The data collected is subject to computer processing carried out by the Service Provider and is kept securely for the purpose of providing the Service described in these general terms and conditions, and in accordance with legal and regulatory obligations.

The person responsible for data processing and protection is Mrs. Gaële GAGNÉ - postal address: 32 rue des Romains 92270 Bois-Colombes - e-mail: [info@trematranslations.com](mailto:info@trematranslations.com). Access to personal data will be strictly limited to her.

The information collected may possibly be communicated to a third party linked to the Service Provider by contract for the performance of subcontracted tasks (hereinafter, "the Subcontractor").

The Subcontractor is bound to comply with these general terms and conditions. It is the Service Provider'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.

In the event of a data breach, the Service Provider will 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 (CNIL), the French data protection authority.

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 has the right to access,

rectify, erase, and make available data concerning him or her, as well as the right to oppose the processing for legitimate reasons, which he or she may exercise by contacting the data controller at the postal or e-mail address mentioned above, enclosing valid proof of the Client's identity.

For further 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 personal data is kept for five years after the end of the current year. If at the end of this period no business relationship is maintained, the data will be automatically deleted from the Service Provider's servers.

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

#### 11. Format

The deliverables of the Service are sent by e-mail in the format specified in the quotation, or failing that, the source documents. On request, it can be delivered by post. Any other means of transfer or format must be expressly agreed between the parties and may be subject to additional invoicing.

#### 12. Liability

The liability of the Service Provider on any grounds whatsoever shall be limited to the total value of the Service.

The Service Provider shall not be held liable for any claims based on stylistic nuances or alterations made to the Service's deliverables by third parties without her written authorisation.

Delivery deadlines shall not be of the essence, unless specifically agreed in writing. Their non-observance cannot, in principle, lead to penalties for delay. In any event, the Service Provider cannot be held liable for any direct or indirect damage caused to the Client or to third parties due to a delay in delivery, specifically in case of force majeure or a possible delivery problem.

#### 13. Proofreading and Editing

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

If any of the Service's deliverables is to be edited, the Service Provider will receive the final document for proofreading.

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

#### 14. Payment

Unless otherwise specified, the entire invoice must be paid within thirty (30) days from the date of issue.

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

The Service's deliverables remain the property of the Service Provider until full payment has been received.

As these general terms and conditions for the provision of services are the subject of an agreement between the Service Provider and the Client, the payment of the Service Provider's fee cannot be subject to verification, approval or payment by any third party.

It should be specified, with regard to professional clients only, that in the event of late payment, work in progress will be automatically interrupted until full payment is made and the Client will be liable, without the need for prior formal notice, for late payment interest set at ten percent (10%) per month from the first day following the payment deadline and applied to the total amount excluding taxes of the invoice in question, to which will be added, in accordance with Article D.441-10 of the French Code of Commerce, a fixed collection fee of forty (40) euros.

The Service Provider shall not accept any new work from the Client before having received full payment for services rendered, in accordance with the quotation for the work and these general terms of business.

## 15. Intellectual Property

The Client warrants to the Service Provider that the Client has full right, power and authority to have the material translated, transcreated, proofread or edited and that the Service performed by the Service Provider will not result in the infringement of any existing copyright. The Client agrees to indemnify and save harmless the Service Provider against any claim, action, loss or damage incurred by the Service Provider 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 Service Provider's copyright. Consequently, in case of services considered of literary or artistic nature, and without prejudice to the Service Provider's economic rights over her work, the Service Provider reserves the right to require that her name be mentioned on any copy or publication of the deliverables of the Service, in accordance with the French Intellectual Property Code, paragraph L.132-11.

## 16. Cancellation

If, for any reason, the Client wish to cancel an order or a task, the Service Provider 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 one hundred per cent (100%) of the agreed rate to the Service Provider for the work already performed and fifty per cent (50%) for the remaining work to be carried out.

## 17. Amicable Settlement of Dispute

The parties undertake, in the event of a dispute of any nature whatsoever and before any legal action, to submit to an attempt at conciliation.

To this end, as of the occurrence of the disputed fact, the parties undertake to jointly refer the matter to the SFT arbitration committee by registered letter with an acknowledgement of receipt with a copy sent by registered mail to the other party.

The parties undertake to do their utmost to ensure that this conciliation has every chance of succeeding and to show all necessary good faith. They also undertake not to refer the matter to a judge during the four (4) months following the referral to the Committee and acknowledge that any referral made in contradiction with this obligation may be considered as an obstacle to any amicable settlement of the dispute or, failing this, as an obstacle to any amicable settlement of the dispute and justifies the payment of an indemnity of 1,500 (one thousand five hundred) euros to the other party.

**18. 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 in accordance with Article 17 above, the parties grant exclusive jurisdiction to the French courts to settle any dispute relating to the provision of the Service and these general terms of business.

*Latest version: October 22, 2020*