

Terms and Agreements of Service – Translation

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1. APPLICATION OF THE TERMS AND AGREEMENTS OF SERVICE – OPPOSABILITY

Any placed order implies full and unreserved adherence of the Customer to these general conditions of sale, disregarding of any other document.

No special conditions may prevail against these Terms and Conditions, except for formal and written mentions inserted in the subscribed and definitive purchase order.

The performance of any service by the Provider implies on the part of the Customer the acceptance of these general conditions, and the waiver of its own general purchase terms and conditions. Any contradictory condition will therefore, in case it was not expressly accepted, be unenforceable to the Provider, regardless of the moment it may have been brought to his attention.

The fact that the Provider does not avail himself at any time of any clause of these Terms and Conditions cannot be interpreted as a waiver to the same clause at a further moment of time.

2. PLACING ORDERS WITH QUOTATION

Each order of the Customer is preceded by a free quote, created by the Provider, on the basis of the provided documents to be translated or information communicated by the Customer.

The quote sent by the Provider to the Customer, by post, fax or e-mail, shall specify in particular:

- The number of pages or words submitted for translation;
- The language of translation;
- The method used to determine the price of the translation service. The latter is charged either through a flat rate, or through a count of the time spent, or on the basis of the Provider's tariff in force on the day of the estimate, in particular per source word or character (i.e. per word or character contained in the text to be translated) or per target word or character (i.e. per word or character contained in the translated text), or per line, per page, per hour;
- The delivery time of the translation service;
- The format of the documents to be translated in case of a request for a specific layout of the delivered document;
- Any price increase in particular due to urgency, specific terminology researches or any other request arising out of the usual services provided by the Provider.

In order to confirm the order in a firm and definitive manner, the Customer must return the quotation to the supplier without any modification, either by post, mail or fax, signed with the mention 'good for agreement' when the quotation was sent to him by fax, or alternatively by e-mail with the consent included in the body of the mail in case the quotation was sent to the Customer by e-mail. In case of not receiving back the quote accepted, the Provider reserves the right not to begin its service.

If the quote is not accepted through the above described procedure within one (1) month from its emission date, the quote will be deemed expired.

The Provider reserves the possibility, after informing the Customer, to increase the rates of services and/or not to respect the delivery date indicated on the Customer's initial order confirmation, in particular in the following cases:

1. The modification or addition of documents by the Customer after to the sign-off of the quotation by the Provider, in which case the Provider reserves the right to adjust the price according to the additional volume of text found or requested;
2. The absence of documents when calculating the quotation. If the quotation was calculated on the basis an approximate number of words and an extract of the content.

In the absence of the express agreement of the Customer on these new terms of delivery and/or billing, the Provider reserves the right not to begin its service.

Unless otherwise indicated in the quotation, the costs incurred for the performance of the service (travel, sending express mail, etc.) are at the expense of the Customer.

Any decision to discount, reduce or apply discounted rates, according to a percentage or a package (per page, line or hour), remains at the sole discretion of the Provider and only for the service in question. Any discounts or rebates granted to the Customer shall in no case give rise to a right acquired for subsequent services.

In the event that no prior quotation has been sent to the Customer by the Provider, the translation services will be invoiced in accordance with the basic rate normally applied by the Provider.

3. PROOF

For the purposes of proof of the existence of this acceptance of quotation, the Customer agrees to consider the fax, e-mail, copy and digital support as equivalent to the original and as perfect proof.

4. DEPOSIT

Any order with a tax-free amount exceeding 1,000 euros may be subject to a deposit request, the percentage of which will be specified on the quote. In this case, the execution of the service will begin only after receiving the deposit.

5. DELIVERY TIME

Subject to the receipt by the Provider of all the documents submitted to the translation service, the delivery time mentioned on the quotation is applicable only at the condition that the Customer confirms their order as per article 2 above within 1 (one) working day from them receiving the quotation. After this period, the delivery date may be revised according to the workload of the Provider.

6. PROVIDER OBLIGATIONS

The Provider shall strive to carry out the translation with the greatest fidelity to the original and in accordance with the best practice of the profession. He shall make every effort to take into account and integrate the information provided by the Client (glossaries, plans, drawings, abbreviations...) in the translation. The Provider disclaims any responsibility in the event of inconsistency or ambiguity of the original text; checking the technical consistency of the final text is the sole responsibility of the Customer.

7. CUSTOMER OBLIGATIONS

The Client undertakes to make available to the Provider all the texts to be translated and any technical information necessary for the understanding of the text and, if necessary, the specific terminology required. If the Customer fails to comply with his obligation to inform the Provider, the latter cannot be held responsible for any non-compliance or exceeding the deadlines.

The Customer has a period of 10 working days from receiving his translated or proofread documents to express in writing any disagreement regarding the quality of the service. After this period, the service will be deemed to have been properly performed and no dispute can be admitted. For this purpose, the Customer agrees to consider as proof of delivery any acknowledgement of receipt by post, fax or e-mail.

8. NON-DISCLOSURE

The Provider is committed to respect the privacy of the information brought to his knowledge before, during or after the performance of his service. Any original document is returned to the Customer upon request.

The liability of the Provider cannot be incurred due to interception or misappropriation of information during the transfer of data, in particular via the Internet. Therefore, prior to or during the order, it is up to the Customer to inform the Provider concerning the means of transfer they wish to see implemented in order to guarantee the confidentiality of any sensitive information.

9. FORMAT

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

10. RESPONSIBILITY

In any event, the liability of the Provider is limited only to the amount of the invoice concerned.

In no event shall the Provider be liable for claims based on style subtleties.

It is specified that delivery times are given only as an indication, their non-observance cannot lead to penalties for delay. In any event, the liability of the Provider cannot be incurred due to direct or indirect

damages caused to the Customer or to third parties due to a delay in delivery, caused in particular by force majeure situations or by possible delays in delivery by fax, modem, e-mail and other postal means.

11. CORRECTIONS AND PROOFREADING

In case of disagreement on certain points of the service, the Provider reserves the right to bring corrections in cooperation with the Client.

When the translation is to be edited, the service Provider will receive the printer's proof for proofreading.

Unless otherwise provided in writing, any correction or proofreading is subject to an additional charge based on the current hourly rate.

12. PAYMENT TERMS

Except as specified in the quotation, invoices are understood to be net, without discount and payable within 30 days from the date of issue of the invoice.

In case of payment by bank check or bank transfer from abroad, the entire exchange or bank charges will be at the expense of the Customer.

In the event of late payment, orders in progress may be automatically interrupted until full payment is made and the Customer will be liable, without prior notice being required, for late interest calculated at the rate of one and a half times the legal interest rate in force, applied to the amount of the invoice in question.

The translation remains the property of the translator until full payment is made.

Payment made through the site <http://mvtrad.com> thanks to the third-party payment platform Stripe (<https://stripe.com>) includes all associated taxes, including VAT where applicable, and does not require any additional payment.

13. INTELLECTUAL PROPERTY

Before submitting a document for translation to the Provider, the Customer must ensure that he is entitled to it. He must therefore be the author of the original document or obtain prior written permission for translation from the copyright holder of the document.

Failing to do so, the Provider cannot be held liable in any way if all or part of the documents entrusted by the Client would infringe the intellectual property or other rights of a third party or any applicable regulations. In this case, the Customer would bear possible damages and financial consequences arising from his sole negligence.

Furthermore, the Customer acknowledges that the translation obtained by the Provider constitutes a new document whose copyright is co-owned by the author of the original document and the Provider. Accordingly, in the case of services of a literary or artistic nature, and without prejudice to his economic rights in his work, the Provider reserves the right to require that his name be mentioned on any copy or publication of his service, in accordance with the Intellectual Property Code, paragraph L. 132-11.

14. CANCELLATION

In the event of cancellation by the Customer of an order in progress, whatever the cause, noticed in writing to the Provider, the work already performed will be charged to the Customer at 100% (one hundred percent) and the remaining work to be performed at 50% (fifty percent).

15. AMICABLE SETTLEMENT

The parties undertake, in the event of any dispute of any kind, to attempt an amicable settlement of such dispute in the following manner. As of the occurrence of the disputed event, the most diligent party will refer the matter to the SFT Arbitration Committee by letter with recorded delivery, and send a copy to the other party, also by letter with recorded delivery. The parties entrust the committee with the task of

attempting a conciliation in a manner decided by the committee, which is to result in a settlement. The parties are committed to make every effort to ensure that such conciliation has the best chances to succeed. They are committed to demonstrate all necessary goodwill. They also undertake not to bring a case before a judge for four months following the referral to the committee and accept that any referral made in opposition to this obligation may be regarded as a peremptory plea or, failing that, as an obstacle to any amicable settlement of the dispute and will justify the payment to the other party of a sum of 1,500 euro.