

## General Terms and Conditions for non literary translation and related services – joellebouille.com

(Last update: September 2022)

The following Terms and Conditions bind any physical or moral person (hereinafter referred to as the “Client”) returning a quote, duly signed and dated, to Ms Joëlle Bouille, freelance translator practising under the French *micro-entrepreneur* status and registered with the *Répertoire des entreprises et établissements* under SIREN number 842849861 (hereinafter referred to as the “Service Provider”) (both collectively referred to as the “Parties”).

### 1. Price estimate and final quote

A price estimate for a given service may be provided to the Client as long as general characteristics of said service are made known to the Service Provider. Such an estimate shall not be construed as a final quote and is entirely dependent on the accuracy of information provided by the Client about the required service.

A final quote shall be given only once all documents to be translated have been duly provided to the Service Provider for analysis.

Should description of the services made by the Client differ significantly from actual characteristics of the required work, as observed after due reception and analysis of documents to be translated, so too shall price per final quote differ from the price estimate.

A final quote remains valid for a period of three (3) business days from the date on which it is drawn up. Beyond that period, a final quote shall become void and of no legal effect. Work shall not start as long as the Client did not return a final quote, duly signed and dated, within three (3) business days.

### 2. Turnaround

Turnaround stated in a final quote is for information only and dependent on availability of the Service Provider at the time when the final quote is drawn up. Should the client be slow to return a signed and dated final quote and other final quotes be accepted by other clients in the meantime, turnaround shall naturally be reviewed accordingly. First-accepted final quote is first to be honoured.

Turnaround as per a final quote shall not be reduced after reception of said final quote duly signed and dated. Turnaround only starts after due reception of all documents to be translated, in their final version, format and layout.

A reduction of initially agreed turnaround may be negotiated between the Parties, based on practical feasibility for the Service Provider, as well as payment of an additional charge for urgent work.

Under no circumstances shall Service Provider be held liable for any delayed delivery caused by tardy or faulty provision of any originals by the Client, or the poor quality – linguistic or otherwise – of documents to be translated.

### 3. Quality of service and quality of originals

Service Provider performs the required work to the highest quality standards in the translation industry and commits to deliver native translations which are devoid of any terminology, spelling, grammar, syntax, typography or translation error.

However, any factual error, awkward reasoning, flawed logic or other faux pas contained in originals shall not, under any circumstances, be construed as an error on the part of the Service Provider, whose sole and unique task is to translate originals accurately, in all their nuances.

For this purpose, all originals shall be clearly legible and provided in format(s) agreed per final quote as duly signed and dated by the Client.

A period of ten (10) business days from delivery is allowed for the Client to raise any issues with the quality of the Service Provider's work. Each element giving issue shall be clearly indicated in the delivered documents, and each issue shall be reasonably justified. In any given text, one may of course always find words or phrases which may be replaced by others, according to one's own personal preferences.

Such exclusively preferential changes cannot be construed as reasonable justifications.

Beyond that period of ten (10) business days, Service Provider's work shall be deemed satisfactory and no further disagreement shall be admissible. For that purpose, Client admits any email confirmation of receipt as a valid proof of delivery.

### 4. Changes to originals

The Client shall immediately inform the Service Provider of any and all changes, additions and/or deletions to originals, clearly indicating where each change was made. The Service Provider shall then assess the additional cost and time required in order to take such changes into consideration in the ongoing translation, based on their quantity and nature as well as on the percentage of the initially commissioned work which has already been completed at that time. An amendment to the final quote shall be drawn up to clarify the additional cost and time required, and shall be sent to the Client for approval. The Service Provider shall only start modifying the ongoing translation accordingly after reception of said amendment, duly signed and dated by the Client.

### 5. Service Provider liability limitation

The Service Provider shall incur no liability in relation to the preservation of originals. Should originals be of a unique nature or value, it shall fall to the client to make appropriate copies and to send such copies to the Service Provider, rather than originals themselves, and under no circumstances shall the Service Provider incur any liability for the loss or alteration of originals by the Client.

The Client confirms being freely in the possession of originals and being legally entitled to use them as is contemplated, and gives every assurance that translation of originals, as well as, as the case may be, publication, distribution, sale or any other contemplated use of said translation, does not in any way infringe international intellectual property laws and regulations.

### 6. Final quote cancellation

Should Client breach Terms & Conditions as herein outlined, Service Provider reserves the right to stop any ongoing translation and related services, to decline any further collaboration and to demand payment for all work already completed by the time Client's breach becomes known.

Under no circumstances shall Parties be held liable for any breach to Terms and Conditions resulting from force majeure (natural disasters, disease, terrorism, war, etc.), i.e. any event beyond their control.

### 7. Confidentiality

The nature of the work to be performed as well as any and all information provided to the Service Provider by the Client shall be kept confidential and the Service Provider shall refrain from disclosing any of it to third parties, unless previously agreed by the Client in writing.

Above assurance shall not apply should Service Provider be enjoined to disclose such information to authorities or when said information is already in the public domain, irrespective of any disclosure made by the Service Provider.

### 8. Payment

For moral persons (B2B services), payment is effected through bank transfer within thirty (30) days at most from reception of the corresponding invoice, raised at the end of each month for all services provided during that month.

### 9. Governing law and jurisdiction

Terms and Conditions herein outlined are governed by French law and Parties agree that any dispute shall be subject to the exclusive jurisdiction of the *Tribunal de Commerce* (Companies Court) in Valenciennes, France.