

# DECIPHERIT

## General Terms of Sale

### 1. APPLICABILITY AND VALIDITY OF TERMS OF SALE

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

The execution of any service by the Service Provider implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any other provision, in the absence of manifest consent, will be ineffective against the Service Provider, regardless of the time at which he/she may have been made aware of it.

Any condition to the contrary shall not be binding to the Service Provider unless expressly accepted by the Service Provider in writing. That the Service Provider does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of the Service Provider's right to exercise any of the provisions in these Terms of Sale at a later date.

### 2. QUOTES AND ORDERS

Each order placed by the Client shall be preceded by a quote issued by the Service Provider based on the documents to be translated or information provided by the Client.

The quote 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, an hourly rate, or based on the number of words in the text to be translated or the translated text using Microsoft Word's Statistics function.
- A proposed date for delivery of the translation;
- The format of the translated documents if a specific layout has been requested;
- Any special rates applied due to urgency, specific research, or any other service that goes beyond the services usually provided by the Service Provider.

The Client may confirm the order by expressing their clear acceptance by return electronic mail. Delivery dates are subject to the Service Provider's availability when the order is confirmed. The Service Provider shall only commence work on the project in question upon receipt of written confirmation.

If confirmation of the order is not received within thirty (30) days of the date the quote is sent, the quote shall be considered null and void.

The Service Provider 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:

- Modification of documents or the addition of documents by the Client after the initial quote was prepared by the Service Provider;
- Late delivery of the source documents for translation or review;
- If the documents were not supplied during the quote preparation process;
- If the initial quote was based on the Client's estimate of the number of words and an excerpt of the text. Any fee agreed for a translation which is found to present latent special difficulties of which neither party could reasonably be aware at the time of offer shall be subject to renegotiation, always provided that the circumstances are made known to the other party as soon as reasonably practical after they become apparent.

In the absence of the Client's express acceptance of the new delivery and/or pricing conditions, the Service Provider reserves the right not to commence work.

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 the Service Provider.

### 3. DEPOSITS

Any order exceeding Euros 500.00 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.

### 4. DELIVERY

Any delivery date(s) or time(s) agreed between the Service Provider and the Client shall become binding only once the Service Provider has received all the documents to be translated.

### 5. THE SERVICE PROVIDER'S OBLIGATIONS

The Service Provider shall carry out their task using reasonable skill and care.

Time and expense permitting, the Service Provider shall endeavour to do the work to the best of her ability, knowledge and belief, and consulting such authorities as are reasonably available to her at the time.

Unless specified otherwise, translations shall be deemed to be of "for information" quality.

The Service Provider 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.

### 6. THE CLIENT'S OBLIGATIONS

The Client shall provide the Service Provider with all of the texts to be translated and all the technical information required to understand the text and, if necessary, the specific terminology required. If the Client fails to inform the Service Provider, the Service Provider shall not be held liable if the translation does not conform to the Client's standards or if delivery is late.

The Client has 10 working days from the time the translated documents are received to inform the Service Provider 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.

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## **7. CONFIDENTIALITY**

The Service Provider agrees to preserve the confidentiality of information the Service Provider becomes aware of before, during and after providing services. Original documents shall be returned to the Client upon simple request.

The Service Provider 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. The Client must therefore inform the Service Provider before the provision of services or at the time the order is placed of the means of transmission the Client would like the Service Provider to use to ensure the confidentiality of any sensitive information.

The Service Provider shall at all times exercise due discretion in respect of disclosure to any third party of any information contained in the Client's original documents or translations thereof without the express authorisation of the Client. Nevertheless, a third party may be consulted over specific translation terminology queries, provided that there is no disclosure of confidential information.

## **8. FORMAT**

Translations are delivered by electronic mail in Word, Excel or PowerPoint format. On request, they may be delivered by normal post or on a CD. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

## **9. LIABILITY**

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

It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. The Service Provider shall not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to force majeure or fax transmission, electronic mail, postal and other problems.

If a translation is in any way amended or altered without the written permission of the Service Provider, the latter shall not in any way be liable for amendments made or their consequences.

## **10. CORRECTIONS and PROOFREADING**

If an error or omission is found and notified, the Service Provider will correct this at no extra charge. Unless otherwise specified in writing, amendments of a preferential or stylistic nature will result in additional charges to be billed at the prevailing hourly rate.

## **11. PAYMENT**

Unless otherwise mentioned on the quote, payment in full to the Service Provider shall be made upon receipt of the invoice.

In the case of payments by cheque or bank transfer from abroad, all Forex and banking fees will be paid for by the Client.

In the event of late payments, orders in progress may be unilaterally interrupted until full payment is received and the Client will be liable for late payment penalties of 8.5% above the European Central Bank's reference rate, without any formal notice being required.

## **12. COPYRIGHT**

Before undertaking to have a document translated, the Client must ensure that this does not infringe any third party rights. The Client must therefore be the author of the original document or have obtained written permission to have the document translated from the party holding copyright to the document. If these conditions have not been ensured by the Client, the Service Provider shall not be held liable if all or a portion of the documents to be translated were to infringe the rights of a third party or violate any applicable regulations.

Furthermore, the Client acknowledges that the translation is a new document whose copyright, in the absence of a specific written agreement to the contrary, remains the property of the Service Provider. The Service Provider reserves the right to require that the Service Provider's name be mentioned on any copies or publications of the translation.

Where it is agreed that copyright is to be assigned to the Client after translation, such copyright shall only be assigned when full payment for the work has been received. Until such time, the copyright shall be owned by the Service Provider.

## **13. CANCELLATION**

If work that is commissioned is subsequently cancelled or reduced in scope for whatever reason and notified in writing by the Client to the Service Provider, the Client shall pay the Service Provider the full contract sum for the work completed and half (fifty percent) for the uncompleted work. The completed work shall be made available to the Client.

## **14. UNFAIR COMPETITION**

Where the Service Provider's Client is an intermediary and introduces the Service Provider to a third party work-provider, the Service Provider shall not knowingly, for a period of six months from return of the last project arising from the introduction, approach the said third party for the purpose of soliciting work, nor work for the third party in any capacity, without the Client's written consent.

However, this shall not apply where:

- the third party work-provider has had previous dealings with the Service Provider, or the Service Provider acts on the basis of information in the public domain, or
- the approach from the third party is independent of the relationship with the intermediary, or
- the third party is seeking suppliers on the open market, or
- the intermediary only makes isolated use of the translator's services.

## **15. FORCE MAJEURE**

If the Service Provider is unable to complete the work within the agreed time as a result of Force Majeure (fire, storm, flood or any other natural disaster, industrial dispute, civil commotion, acts of war, terrorism or

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any other situation beyond the Service Provider's control), the Service Provider shall notify the Client of the circumstances which entitle the Client and the Service Provider to withdraw from the contract for the work. The Client shall pay the Service Provider for any work completed and the Service Provider shall use their best endeavours to assist the Client to place the work elsewhere or take some other remedial action.

## **16. COMPLAINTS and DISPUTES**

In the event of a complaint or dispute of any nature whatsoever, the Service Provider and the Client agree to attempt to settle the complaint or dispute amicably.

If a dispute cannot be resolved amicably between the parties, or if either party refuses to accept arbitration, the parties shall be subject to the jurisdiction of the Courts of England and Wales.