

## **GENERAL TERMS OF SALE – LIDIA MORALES OLIVARES**

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

All orders placed imply the Client's full acceptance of these Terms of Sale, without any reservation whatsoever. The execution of any services by the Service Provider implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any condition to the contrary shall not be binding to the Service Provider unless expressly accepted by the Service Provider in writing.

### **2. QUOTES AND ORDERS**

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

- The language pair.
- The specialization of the text.
- The number of words or subtitles to be translated.
- The provision of a scripted or an unscripted video.
- The running time of the video (in minutes).
- The way in which the translation is priced (the billing is based on the Service Provider's rates at the time the quote is prepared, such as the number of words or subtitles in the text to be translated, the number of minutes of the video to be translated, the time spent on the translation, the treatment of images, the type of document or audio-visual product)
- The format of the documents or videos to be translated.
- The format of the translated documents or videos in case a specific layout has been requested.
- Any special rates applied because of urgency or any other service that goes beyond the services usually provided by the Service Provider.
- The workload (large documents, several documents grouped in a single order).
- Any repetition of full text snippets.
- The date of delivery of the translation.
- The nature of the assignment (regular orders of the same client).

To confirm an order, the Client must return the unaltered quote with the Client's written approval and signature to the Service Provider. If the Service Provider does not receive the order confirmation, the Service Provider reserves the right not to commence work on the project concerned.

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:

- a. Modifications of documents or videos or the addition of them by the Client after the initial quote was prepared by the Service Provider.
- b. If the documents or videos were not furnished during the quote preparation process.
- c. Non-payment of agreed milestones.

Any decisions to offer a discount, reduction or sliding fee scale based on a percentage or flat fee are at the sole discretion of the Service Provider.

### **3. THE SERVICE PROVIDER'S OBLIGATIONS**

The Service Provider agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. The Service Provider shall do everything possible to consider and include in the translation the information provided by the Client (abbreviations, style, etc.). 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.

### **4. WORK ETHIC**

The Service Provider aims to create a high-quality translation and is committed to:

- Translating only into his/her mother tongue.
- Having the necessary knowledge on the required fields of competence.
- Researching in order to acquire a better understanding of the documents (or videos) to be translated and to succeed in his/her work.
- Training constantly and improving his/her professional skills.
- Rejecting delivery deadlines that are incompatible with the task entrusted.

### **5. THE CLIENT'S OBLIGATIONS**

The Client shall provide the Service Provider with all the texts and/or videos to be translated, subtitled, etc. and all the technical information required to understand the text and/or the video. If the Client fails to do so the Service Provider, the Service Provider shall not be held liable if delivery is late. The Client agrees to consider postal, fax or electronic mail receipts as proof of delivery.

The Client has 7 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.

### **6. ADVANCE PAYMENTS**

Any order exceeding Euro 500 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.

### **7. DELIVERY**

Any delivery date agreed between the Service Provider and the Client shall become binding only once the Service Provider has received all the documents and/or videos to be translated and if the Client has confirmed his/her order within 7 working days from the date of reception of the quote. After that time, the delivery date may be revised if so required by the Service Provider's workload. Besides that, the delivery date is intended as a guide only and its non-compliance due to force majeure cannot be sanctioned.

### **8. FORMAT**

Translations are delivered by electronic mail in Word format. On request, translations may be delivered differently but any other means of delivery must be expressly agreed to by the parties and may result in additional fees.

### **9. CONFIDENTIALITY**

The Client must inform the Service Provider of the means of transmission the Client would like the Service Provider to use to ensure the confidentiality of any sensitive information, since 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. Furthermore, the Service Provider agrees to preserve the confidentiality of information the Service Provider becomes aware of before, during and after providing services.

### **10. RESPONSIBILITY**

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 electronic mail, postal, fax transmissions and other problems. Under no circumstances shall the Service Provider be held liable for claims related to nuances of style. The liability of the Service Provider on any grounds whatsoever shall be limited to the invoice value of the work.

### **11. CORRECTIONS**

In the event of disagreements about certain aspects of the translation, the Service Provider reserves the right to correct these aspects in cooperation with the Client. Any correction involving more than 200 words will result in additional charges to be billed at the prevailing rate.

### **12. PAYMENT**

All invoices are issued with the net amount and payment in full to the Service Provider shall be made no later than 30 days from the date of invoice. In the case of payment by wire from abroad, all banking fees will be billed to the Client.

In the event of late payments, translations remain the property of the Service Provider until payment has been received in full and any orders in progress can be unilaterally interrupted. The Client will be then liable for late payment penalties calculated with the prevailing base legal interest rate of the European Central Bank applied to the entire sum in question, without any formal notice being required.

### **13. COPYRIGHT**

Under no circumstances shall the Service Provider be held liable if all or a portion of the documents or videos 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. The Client must be the author of the original document (or video) or have obtained written permission to have the document (or video) translated from the party holding the copyrights to the document (or video). Furthermore, the Client acknowledges that the translation is a new document (or video), whose copyright is held jointly by the author of the original document (or video) and the Service Provider. As a result, the Service Provider reserves the right to require that the Service Provider's name be mentioned on any copies or publications of the translation, in compliance with France's Intellectual Property Code (paragraph L.132-11).

### **14. CANCELLATION**

If work that is commissioned is subsequently cancelled after work has commenced, the Client shall pay the Service Provider the full contract sum for the work completed.

### **15. 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 and to operate in good faith