



## TERMS AND CONDITIONS OF SERVICE

These general terms and conditions of service present the rights and obligations of Barbara Johnson-Ferguson, owner and representative of the company BJB Services Linguistiques, with registered head office at 36 rue de la Muette in F-78600 Maisons-Laffitte ([www.bjflingua.com](http://www.bjflingua.com) | [barbara@bjflingua.com](mailto:barbara@bjflingua.com) | + 33 6 62 59 80 9), holder of the number SIREN: 851 011 288, APE Code: 7430 Z, and hereinafter referred to as "the Service Provider" on the one hand,

and any individual or legal entity wishing to benefit from her services (the "Client"), on the other hand.

### 1. APPLICATION OF THE GENERAL CONDITIONS - ENFORCEABILITY

Any order placed implies the Client's full and unreserved acceptance of these general conditions of service provision, excluding any other document. No specific condition can, unless a formal and written exception appears on the order form that has become firm and definitive, prevail over the present 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 his own general terms and conditions of purchase. In the absence of explicit acceptance, any condition to the contrary will therefore be unenforceable against the Service Provider, regardless of when it may have been brought to his attention.

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

### 2. PLACING ORDERS / QUOTES

Each order from the Client is generally preceded by a free quote, drawn up by the Service Provider on the basis of the documents to be translated or information provided by the Client.

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

- The number of pages or words submitted for translation;
- The language of translation;
- The terms and conditions for determining the price of the translation service. This will be invoiced either on a flat rate basis, on a time-spent basis, or on the basis of the Service Provider's price list in force on the day the quote is drawn up, either 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) as calculated by SDL Trados software (unless otherwise stated in the quote), per line or per page;
- The delivery time frame of the translation service;
- The format of the documents to be translated in case of a specific layout request of the delivered document;
- Any price increases that may be applied, in particular due to urgency, specific terminology



research or any other request that goes beyond the usual services provided by the Service Provider.

In the absence of a purchase order issued by the Client, the quote accepted by the Client shall serve as a firm and definitive order. The Service Provider is not required to commence the service before receipt of the duly signed quote or order form issued by the Client.

Failing confirmation of the order in accordance with the terms and conditions defined above within the period indicated on the quote, or failing this within 3 (three) month from the date of dispatch, the quote shall be deemed null and void.

The Service Provider reserves the right, after having informed the Client, to increase the prices of the services and/or not to respect the delivery date appearing on the Client's initial order confirmation, in particular in the following cases:

- The modification or addition of supplementary documents by the Client after the Service Provider has drawn up the quote. In this case, the Service Provider reserves the right to adjust the rate according to the additional volume of text to be processed;
- The absence of documents when the estimate was drawn up (if the estimate had to be made simply on the basis of the approximate number of words and an extract of the content to be translated).

In the absence of the Client's express agreement to these new delivery and/or invoicing conditions, the Service Provider reserves the right not to commence the service.

Unless otherwise agreed in the quote, the costs incurred for the performance of the service (travel, sending of express mail, etc.) shall be borne by the Client.

Any decision to discount, reduce or apply degressive rates, based on a percentage or a flat rate (per page, per line or per hour), remains at the sole discretion of the Service Provider, and only for the service that is the subject of the discount, reduction or degressive rates. 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 the Service Provider has not sent the Client a prior quote, orders are placed by simple exchange of e-mails and translation services are invoiced in accordance with the basic rate usually applied by 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 equivalent to an order.

The Client is solely responsible for the accuracy and lawfulness of the documents and information communicated to the Service Provider for the performance of the services. He must ensure that he owns all rights, including intellectual property rights, to such documents and information or, failing this, that he is free to use them in the context of the Service Provider's services. The Client must also ensure that these documents and information are free of viruses, scripts or programs of any kind. Any reasonable costs incurred by the Service Provider to remove from his PC and other devices viruses, scripts and or programs from infected documents provided by the Client shall be borne in full by the client and paid



promptly upon invoicing. Finally, the Client must ensure the protection he deems necessary of the media and information entrusted to the Service Provider.

### **3. PROOF**

For the purpose of proving the existence of such acceptance of quote, the Client agrees to consider as equivalent to the original and as perfect proof, electronic mail, copy and computer files.

### **4. DEPOSIT**

Any order amounting to more than 1000 (one thousand) € excluding taxes may be subject to a request for a prepayment, the percentage of which is specified in the quote. In this case, the performance of the services shall not commence until the prepayment has been received.

### **5. DELIVERY TIME FRAME**

Subject to receipt by the Service Provider of all the documents to be translated, the delivery time frame given as an indication and mentioned on the quote is applicable only if the Client confirms his order as defined in Article 2 above within 7 (seven) working days of receipt of the quote or within the time indicated in the quote, if different. After this period, the delivery date may be subject to revision depending on the workload of the Service Provider.

### **6. SERVICE PROVIDER OBLIGATIONS**

The Service Provider shall endeavour to produce the translation with the greatest fidelity to the original and in accordance with the practices of the profession. She shall make every effort to take into account and integrate into the translation the information provided by the Client (glossaries, plans, drawings, abbreviations, etc.). The Service Provider declines any responsibility in the event of an inconsistency or ambiguity in the original text, the verification of the technical consistency of the final text being the sole responsibility of the Client.

### **7. CLIENT OBLIGATIONS**

The Client undertakes to make available to the Service Provider all the texts to be translated and any technical information necessary for their understanding and, where applicable, the specific terminology required. If the Client fails to inform the Service Provider, the Service Provider cannot be held liable for any non-compliance or failure to meet deadlines.

The Client has a period of 10 (ten) working days from receipt of the translated or proofread documents to express in writing any disagreement concerning the quality of the service. After this period, the service shall be deemed to have been duly performed and no disputes shall be accepted. To this end, the Client agrees to consider as proof of delivery any acknowledgement of receipt by post or e-mail.



## 8. CONFIDENTIALITY

The Service Provider undertakes to respect the confidentiality of information brought to her attention before, during or after the performance of her service. The originals will be returned to the Client upon written request.

The Service Provider cannot be held liable for any interception or misappropriation of information during data transfer, in particular via the 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 wishes to see implemented in order to guarantee the confidentiality of any sensitive information.

For the proper functioning of the contract and for the follow-up of the files, the Service Provider will make physical and dematerialised backups of the documents and data transmitted, which she will treat with the same rigour and care as her own confidential data. Without an express request to the contrary confirmed in the quote, she shall not be liable to the Client for additional data security measures.

## 9. FORMAT

The translation is delivered by e-mail in the format of the source document (unless otherwise stated on the quote). On request, it can be delivered in hard copy by post. Any other means of transfer or format must be expressly agreed between the parties and may be subject to additional charges.

## 10. LIABILITY

The Service Provider's liability is limited solely to the amount of the invoice concerned. Under no circumstances shall the Service Provider be held liable for claims based on nuances of style. It is specified that the delivery time frame is given only as an indication, the non-compliance cannot, in principle, lead to penalties for delay. In any event, the Service Provider shall not be liable for any direct or indirect damage caused to the Client or to third parties due to a delay in delivery caused by force majeure, or by any problem with delivery by modem, e-mail or other postal means.

## 11. PROOFREADING AND EDITING

In the event of disagreement on certain points of the service, the Service Provider reserves the right to rectify this in cooperation with the Client.

If the translation is to be edited, the Service Provider must receive the printing proof for proofreading. Unless otherwise provided for in writing, any correction or proofreading will be subject to an additional charge based on the applicable hourly rate.

## 12. PAYMENT TERMS

Unless otherwise specified in the quote, invoices are net, without discount and are payable 14 (fourteen) days from the date of issue of the invoice.



In the event of payment by cheque or bank transfer from abroad, the totality of the exchange and bank charges give rise either to a flat-rate surcharge specified on the quote or to a full re-invoicing to the Client.

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

For professional customers only, it should be specified that in the event of late payment, pending orders are automatically suspended until full payment is made and the Client is liable, without prior formal notice being required, in accordance with Article L.441-6 of the French Commercial Code, for late payment interest calculated at the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, applied to the amount of the invoice in question, as well as a flat-rate indemnity for collection costs of 40 €.

### **13. CANCELLATION**

In the event of cancellation of an order in progress, for whatever reason, notified in writing to the Service Provider, the Client shall be invoiced for 100% (one hundred percent) of the work already carried out and 50% (fifty percent) of the work remaining to be carried out.

### **14. APPLICABLE LAW - COMPETENT JURISDICTION**

The present general conditions are subject to French law and must be interpreted in accordance with French law. Failing amicable settlement, the dispute will be brought before the Commercial Court of Versailles, the Service Provider's registered office falling under the jurisdiction of this court.