

# BABELSCOPE : TERMS AND CONDITIONS OF SERVICE

## **I: General**

These general terms and conditions apply to all services provided by Babelscope, regardless of their nature, content, and the location in which they are performed. All orders placed by the Client imply the Client's complete agreement with these general terms and conditions, which supersede any other document.

## **II: Quotations, Orders**

A free quotation will be provided by Babelscope before any order is placed, based on the documents to be translated or other information provided by the Client. The quotation, signed by the Client, constitutes a contract. Babelscope reserves the right to delay the start of the translation process until the signed quotation has been received. Unless indicated otherwise in the quotation, expenses incurred due to the realization of services (including travel, overnight mail service, etc.) will be charged to the Client. Rates and deadlines may be revised if no confirmation has been received from the Client within 30 days after the quotation was sent.

## **III: Down Payment**

A down payment will be requested for any order over €800.00, excluding tax; the percentage of the total sum required will be specified in the quotation. In this case, the performance of services will begin only once Babelscope has received the down payment.

## **IV: Deadlines**

The deadline set out in the quotation is applicable only if Babelscope has received all the documents to be translated and the Client's confirmation of the order.

## **V: Babelscope's Responsibilities**

Babelscope will endeavour to provide a faithful rendering of the original document, in accordance with the practices of the translation profession; furthermore, it will, to every extent possible, take into consideration and incorporate into its translations the information provided by the Client (glossaries, outlines, diagrams, abbreviations, etc.). Babelscope will not be liable for any inconsistencies or ambiguities in the original document; the verification of the technical coherence of the original document is solely the Client's responsibility.

## **VI: Client's Responsibilities**

The Client will provide Babelscope with all the documents to be translated and all the technical information necessary to understand these documents, including any specific terminology required. In the event that the Client fails to provide such information to Babelscope, Babelscope cannot be held liable for any inconsistencies or delays in delivery of services. If the Client has any quality concerns about the services supplied by Babelscope, it will submit them in writing within 10 business days of receiving said services. If no quality concerns are raised within that 10-day period, the service will be deemed to have been fully accepted and no later challenges will be admitted. The Client thus agrees to consider as proof of delivery any acknowledgement of receipt sent by mail, fax or email.

## **VII: Confidentiality**

Babelscope will keep confidential any information provided by the Client before, during or after the services have been performed. Original documents will be returned to the Client on request. Babelscope will not be liable for the interception or misappropriation of information when it is transferred, for instance, by Internet. It is therefore the Client's responsibility to inform Babelscope, before or during the performance of services, of the preferred means of transferring such information to ensure the confidentiality of any sensitive material.

## **VIII: Liability**

Babelscope carries out services in accordance with an obligation of means. In no event will Babelscope be held liable for concerns raised in relation to stylistic nuances. Babelscope's liability will never exceed the invoiced amount for the service in question. Furthermore, proposed deadlines are only suggested; therefore, Babelscope cannot be required to pay late fees if these are not met. In no event will Babelscope be held liable for other forms of damage, whether direct or indirect, to the Client or third parties, resulting from delayed delivery of services due to force majeure, or any delays in receiving faxes, emails or other means of transmission.

## **IX: Corrections and Editing**

In the case of a disagreement with regards to the service provided, Babelscope will find the solution best suited to the Client's needs; however, this cannot be the basis for calling into question the services as a whole, as Babelscope will correct the problem in a timely manner.

## **X: Terms of Payment**

Unless otherwise specified in the quotation, invoices are considered net, without discounts, with payment to be submitted within 30 days after the invoice has been received. In the event that payment is delayed, Babelscope reserves the right to halt orders currently underway until full payment has been received by the Client. According to French Act No. 92-1442 of 31 December 1992, as amended, monthly late fees may be imposed on the Client; these fees are calculated based on an interest rate of 1.5 times the current legal interest rate, to be applied to the full amount due, and payable starting on the day following the date of payment set out in the invoice, without a reminder being necessary, in addition to the 5% of the invoiced amount required as the lump sum penalty clause.

The translation remains the property of Babelscope until full payment has been received.

## **XI: Intellectual Property**

Before requesting the translation of a document, the Client must ensure that he/she has the right to do so. The Client must be either the author of the document or have obtained written permission for a translation from the holder of the rights to the document.

Babelscope cannot in any way be held liable if part or all of the documents submitted by the Client infringe the intellectual property or any other rights of a third party or applicable regulations. In that event, the Client will be solely responsible for any damages resulting from his/her negligence.

Furthermore, the Client recognizes that the translation by Babelscope is a new document, the copyright (*droits d'auteur*) of which is shared by the author of the original document and by Babelscope. Consequently, with regard to literary or artistic works, and without prejudice to the proprietary rights (*droits patrimoniaux*) of the work, Babelscope reserves the right to require that its name or that of the translator be mentioned on all copies or all publications of the work, in accordance with the French Code of Intellectual Property, paragraph L. 132-11.

## **XII: Cancellation**

If an order is cancelled while the service is being performed, regardless of the reason, it will be done in writing to Babelscope, and the Client will be charged for 100% of the work performed to date and 50% for the work not yet performed.

## **XIII: Jurisdiction Clause**

In the event that the application of these general terms and conditions is challenged, or that a dispute arises with regard to services provided by Babelscope, the Commercial Court of Paris (*Tribunal de Commerce de Paris*) is the only competent jurisdiction.