

GENERAL CONDITIONS OF SALE OF SERVICES

Preamble and general provisions:

The present document describes the general conditions governing the services CONCORDIA CONSEIL SARL (hereinafter referred to by its trading name CONCORDIA TRADUCTION) provides to its Clients. CONCORDIA TRADUCTION provides services in the fields of translation (transposition of written text from a source language to a target language) and interpretation (transposition of spoken text from a source language to a target language). All these services are governed by the principle of obligation of means. CONCORDIA TRADUCTION will do everything possible to provide high-quality work and will conduct its services according to accepted professional standards. Consequently, it will always ensure it has the field-specific knowledge and expertise the project requires, so its translations faithfully and accurately communicate the information contained in the original document(s). It will also refuse deadlines that are incompatible with the service requested. For CONCORDIA TRADUCTION, translation is the art of transposing a written document, whether technical, scientific, legal, financial, commercial or more general, from one language to another, in order to facilitate its understanding by readers conversant with the target language. CONCORDIA TRADUCTION can also provide sworn translations, which are produced by an expert legal translator certified by the French courts and bear a stamp attesting to the conformity of the translation. Sworn translations can then be legalised and apostilled. In the case of translations with proofreading, an initial version of the translation prepared by one translator will be re-read and, if necessary, corrected by a second translator. Interpretation involves producing a semantically, phonetically and syntactically correct oral translation of normal speech or a public presentation. Interpretation may be consecutive and provided by a single interpreter (e.g., for meetings, negotiations, site visits, audits, etc.), or simultaneous and provided by at least two interpreters (e.g., for conferences, seminars, training sessions, etc.). Simultaneous interpretation requires the use of specialist interpreting equipment (cabins, headphones, microphones, etc.).

Article 1: Enforceability and application of the present conditions

Any order placed with CONCORDIA TRADUCTION, however it is placed (fax, email, mail, etc.), implies the unconditional acceptance by the Client of the present conditions. No specific condition may supersede the present conditions without the express agreement of both parties. Should CONCORDIA TRADUCTION decide, at any time, not to enforce any of the provisions of the present general conditions, this decision cannot be taken to constitute a waiver of that provision or of these conditions of sale generally.

Article 2: Invoicing

Translation services are invoiced on the basis of the number of words to be translated. Proofreading/language-editing services are invoiced on the basis of an hourly rate, calculated according to the nature of the document in question. Ancillary services include page-layout and image-setting services and are invoiced at an hourly rate for desktop publishing or computer-assisted design (CAD) services, most notably if images are non-modifiable or a complex layout is required. In the case of sworn translations, in addition to taking into account the number of words or documents to be translated, the invoice may include fees for additional services (sworn translation fee, legalisation, apostille fee, postage costs). Interpretation services are invoiced at a daily rate, to which may be added various additional costs and expenses.

Article 3: Quoting and ordering

Any order placed by a Client will be preceded by a quotation, drawn up free of charge by CONCORDIA TRADUCTION on the basis of the documents to be translated and any additional information provided by the Client. The quotation will indicate the services included in the price, the number of words or pages to be translated, and the source and target languages. It will also show how the price for the translation was calculated, indicating either a flat rate, an hourly rate or CONCORDIA TRADUCTION's standard rate per word in effect on the day the quotation was drawn up and based on either the source word count or the target word count, as provided by computer-assisted translation software. Where applicable, the quotation will also indicate any additional costs (postage costs, administrative costs, etc.) or fees (sworn translation, legalisation, apostille, etc.). Depending on the nature and volume of the services provided, the quotation may also include a number of hours for proofreading and/or page layout. Any additional services requested by the client, such as a specific layout or a specific presentation (desktop publishing, CAD, etc.) will also be indicated. The format of the documents to be translated is agreed between the parties when the quotation is drawn up and respected when the order is filled. To confirm an order, the client must return the quotation, without modifying it in any way, either by post or by fax, in which case the quotation must be signed and agreed, or by email, indicating acceptance of the quotation. Should the accepted quotation not be returned, CONCORDIA TRADUCTION reserves the right to not begin the service. Any quotation not accepted within two months of the date it was issued will be considered null and void. If after accepting the quotation the Client modifies or adds to the documents on which the quotation was based or fails to supply the documents by the agreed date, CONCORDIA TRADUCTION reserves the right to modify the rate charged for the services and/or the delivery date. Depending on the modifications requested by the Client, CONCORDIA TRADUCTION may decide to draw up a new quotation taking into account these modifications and to suspend its service until the Client accepts the new quotation.

Article 4: Delivery and assignment of rights

Translations will be delivered by email in the format agreed when the order was placed. They may also be delivered by post, as a printed document or in any other form agreed by the two parties. For the agreed delivery date to be applicable, the Client must provide CONCORDIA TRADUCTION with all the documents and information needed to carry out the translation, as soon as possible after the order is confirmed.

Before sending CONCORDIA TRADUCTION a document to translate, the Client must ensure it has the rights to the document and that it is either the author of the document or has the rights owner's agreement to translate the document. CONCORDIA TRADUCTION cannot be held responsible if all or part of the document(s) the Client provides infringes intellectual property rights or any other third-party rights. Unless the parties explicitly agree otherwise, CONCORDIA TRADUCTION reserves the right to use both the source text and target text, as well as any other documents provided by the Client to assist with the work, in order to create glossaries or lexicons. CONCORDIA TRADUCTION remains the owner of the rights to the translation memories created during the translation process. Once the service has been completed, CONCORDIA TRADUCTION grants the Client the right to use the translation for the purpose indicated by the Client when entering into the contract. If the translation CONCORDIA TRADUCTION produces constitutes a new document, it will not claim any rights over this document and all intellectual property rights and copyrights pertaining to the document will belong to the Client. Translations are intended for the exclusive use of the Client and any reproduction for commercial, advertising or other purposes will be done under the Client's responsibility.

Article 5: Confidentiality

In providing its services, CONCORDIA TRADUCTION undertakes to protect the confidentiality of all the information provided by the Client before, during and after the project. Any documents provided by the Client will be returned on request. In order to facilitate CONCORDIA TRADUCTION's task, the Client agrees to provide all available information necessary or useful for the translation process (internal glossaries, parallel texts, illustrations, tables, etc.). These documents will be treated with the same confidentiality and will be returned on request.

Article 6: Terminology questions, corrections and proofreading

The Client will provide CONCORDIA TRADUCTION with all necessary information and documents (glossary of terms, existing translation memories, lists of abbreviations and acronyms, etc.). If CONCORDIA TRADUCTION has questions concerning terminology, they will be submitted to the Client. CONCORDIA TRADUCTION will indicate, in a written note, any questions not resolved.

After delivering the translation, CONCORDIA TRADUCTION will carry out, at no extra cost, any modifications and corrections relating to the meaning of the text, and, at extra cost and on the basis of a new quotation, modifications made by the Client to the source text or target text after it has been edited by the proofreader, or corrections requested by the Client relating to style.

In the case of disagreement over any points of the translation, CONCORDIA TRADUCTION reserves the right to correct such points in conjunction with the Client. For this purpose, the Client must precisely indicate any errors to CONCORDIA TRADUCTION. If the documents to be translated are particularly technical or relate to a very specific or narrow field, the Client undertakes to have the translation checked and validated by a competent person.

Article 7: Respective obligations

CONCORDIA TRADUCTION promises to follow usual practices and apply professional standards in order to ensure the translation is as faithful as possible to the original document(s). Everything possible will be done to take into account and integrate into the translation all the information provided by the Client, but CONCORDIA TRADUCTION cannot accept any responsibility if the source text is inconsistent or ambiguous. The Client alone will be responsible for checking the technical coherence of the final text(s). At the same time, the Client undertakes to provide CONCORDIA TRADUCTION with all the texts to be translated, all the technical information needed in order to understand the texts and, where necessary, any specific terminology requested. It will reply to all requests for additional information made by CONCORDIA TRADUCTION.

Article 8: Payment terms

Except under specific conditions stipulated in the quotation, invoices issued by CONCORDIA TRADUCTION must be paid within 30 days. In the case of late payment, any on-going orders may be suspended, ipso jure, until payment is made. The Client is liable, without a formal demand being necessary, for any interest and penalties allowed for under article 441-6 of French company law. Rights pertaining to the translated document(s) remain the property of CONCORDIA TRADUCTION until all sums due are paid in full.

Article 9: Cancellation

If for any reason the Client informs CONCORDIA TRADUCTION that it wishes to cancel an on-going project before the work is completed, work already completed will be invoiced and delivered to the Client. Any work outstanding will be invoiced at half the agreed rate.

Article 10: Interpreting services

Depending on the characteristics of the situation in which these services are provided, most notably the type of event (visit, conference, audit, etc.), interpretation may be either simultaneous or consecutive. CONCORDIA TRADUCTION will advise which of the two types is most appropriate to the Client's needs, according to the nature of the event. Interpretation services are exclusively intended for direct or immediate communication. Interpretation services are invoiced on the basis of a daily rate, a day being defined as 8 hours' service by an interpreter, including various breaks, most notably a break of at least one hour for lunch. A supplement will be added to the basic daily rate if a day's service exceeds 8 hours. The interpreter will not be obliged to attend events held outside the day's service (dinner, evening event, etc.), unless the Client specifically requests the interpreter's presence and agrees to the extra time provided by the interpreter being added to the invoice. In addition to the basic daily rate, the Client must cover the interpreter's expenses, including travel costs, accommodation and meals, etc. The Client may also be required to bear the cost of supplying and installing the equipment needed for interpreting (portable interpretation kit, simultaneous interpretation cabins, etc.). Provision of these services will be indicated in the quotation. Depending on where the interpreting will take place, the quotation may also include an additional cost to cover travelling time, notably if the interpreter has to travel the day before or the day after the mission. In order to help CONCORDIA TRADUCTION meet its undertakings, the Client will provide, as soon as the quotation is accepted, the timetable to be followed, preparatory documents and any available documentation (agenda, reports, technical documents, etc.). If the meeting, conference or event in question includes one or more texts to be read, the Client undertakes to provide the interpreter with a copy of the text(s) in advance, so he/she can prepare the document and adapt his/her presentation speed to that of the speaker. The interpretation may not be recorded or broadcast via the Internet or any other means without prior agreement from CONCORDIA TRADUCTION. Any such recordings and/or broadcasts will be invoiced at a rate indicated in the quotation. If an event is cancelled, for any reason whatsoever, the Client will pay CONCORDIA TRADUCTION 50% of the value of the order if the cancellation occurs within two weeks of the date of the event and 100% of the value of the order if the cancellation occurs within one week of the date of the event.

Article 11: Non-solicitation clause

The client is prohibited from recruiting or employing in any way any present or future associate (employee, sub-contractor, etc.) of CONCORDIA TRADUCTION. The present clause applies to all associates, whatever their speciality, even if it is the associate who solicits the Client. The present clause will remain in effect for the duration of the project awarded by the Client to CONCORDIA TRADUCTION and for a period of five years following completion of the project. In the case of non-compliance with this clause, the Client must compensate CONCORDIA TRADUCTION by paying a fixed penalty of €30,000.00 (thirty thousand euros) for each proven contract violation.

Article 12: Disputes

Unless otherwise agreed by the parties, any disputes concerning the interpretation or execution of any of the provisions set out in the present general conditions of sale will be heard by the courts within the jurisdictions covering CONCORDIA TRADUCTION's head office.

Drawn up at Le Percy on January 1st, 2018