

MARION BAZZOLI

THE FRENCH VEGAN TRANSLATOR

General Terms for the Provision of Services

The terms for the provision of services herein are made by and between:

Marion Bazzoli, freelance translator with registered office in 6 rue Saint-Pantaléon appartement 18 60000 France, holder of the SIREN number 797 722 741 and of the VAT registration number FR46 797 722 741, hereinafter referred to as "the Provider",

and, on the other hand, the client wishing to appeal to her services, hereinafter referred to as "the Client".

1. APPLICABILITY AND VALIDITY OF TERMS FOR THE PROVISION OF SERVICES

All orders placed imply the client's full acceptance of these Terms for the Provision of Services, without any reservation whatsoever and the exclusion of any other document. No special terms will take precedence over these Terms for the Provision of Services unless expressly stated in writing on the final and binding quotation.

The execution of any service by the Provider implies the Client accepts these Terms for the Provision of Services and waives his own general terms and conditions.

Any other condition shall not be binding to the Provider unless expressly accepted by the Provider in writing, regardless of when the Provider becomes aware of the condition.

That the Provider does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of the Provider's right to exercise any of the provisions in these Terms for the Provision of Services at a later date.

2. QUOTES AND ORDERS

Each order placed by the Client shall be preceded by a free quotation issued by the Provider and based on the documents to process or information provided by the Client.

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The quotation the Provider sends to the Client by email shall include:

- The number of words to be translated;
- The language pair;
- The delivery time (the delivery date will depend on the date of confirmation by the Client);
- The format of the processed document;
- Any surcharges (cf. hereunder).

Surcharges may be applied in the following cases:

- desktop publishing (DTP);
- non editable original files (such as PDF files or handwritten files);
- urgent service (less than 24 hours) or service that needs to be done during the weekend or a public holiday.

In case of short documents (300 words or less), a minimum rate of 60€ (potential surcharges not included) will apply.

To confirm an order, the Client must return the unaltered quotation with his written approval and signature to the Provider or express his clear acceptance by electronic mail. If the Provider does not receive the order confirmation, she reserves the right not to start working on the concerned project.

If confirmation of the order is not received within one (1) month as from the date when the Provider sent the quote, the quotation shall be considered null and void.

The Provider reserves the right, after informing the Client, to charge an additional fee and/or not to adhere to the delivery date in the following cases:

- Modification or addition of documents by the Client after the initial quotation was prepared by the Provider;

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- Modification or addition of services by the Client after the initial quotation was prepared by the Provider;
- Absence of the document or documents when the Provider prepares the quotation.

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

Unless otherwise stated on the quotation, costs incurred during the provision of services (travel, courier or postal fees, etc.) shall be borne by the Client.

Any decision to offer a discount is at the sole discretion of the Provider and only for the service to which they apply. Any discount offered to the Client shall not create a vested right concerning a future service.

3. PROOF

The Client agrees to consider e-mails, copies, and computer files as equivalent to the original and valid proof that the order was confirmed.

4. DEPOSITS

Any order exceeding Euro 1,000.00 excluding tax may be subject to a deposit, the amount of which shall be clearly stipulated in the quotation. In such a case, work shall begin only once the payment has been cleared.

5. DELIVERY

The Provider gives a delivery time in the quotation. The delivery date is the delivery time as from the date the Provider receives the Client's agreement of the quotation (for instance: the delivery time is estimated to be 4 days, the Client sends its agreement on January 7th, thus the document will be delivered on Friday 11th). This date will be confirmed by the Provider after reception of this agreement.

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6. THE PROVIDER'S OBLIGATIONS

The Provider agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. She shall do everything possible to take information provided by the Client (glossaries, drawings, diagrams, abbreviations, etc.) into account, and to include them in the translation. The 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.

The same goes with revision, proofreading, creation of a glossary or creation of guidelines.

7. THE CLIENT'S OBLIGATIONS

The Client shall provide the Provider with all of the texts to be processed and all of the technical information required to understand the text and, if necessary, the specific terminology required. If the Client fails to inform the Provider, the 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 7 (seven) working days from the time the documents are received to inform the 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. The Client agrees to consider electronic mail receipts as proof of delivery.

8. CONFIDENTIALITY

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

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

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9. FORMAT

The documents are delivered by electronic mail in the original format. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

10. RESPONSIBILITY

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

Under no circumstances shall the Provider be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. The 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 and other means of delivery.

11. CORRECTIONS AND PROOFREADING

In the event of disagreements about certain aspects of the service, the Provider reserves the right to correct these aspects in cooperation with the Client.

Unless otherwise specified in writing, all corrections will result in additional charges to be billed at the prevailing hourly rate.

12. PAYMENT

Unless otherwise mentioned on the quotation, payment in full to the Provider shall be made no later than 15 (fifteen) days from the date of invoice.

In the case of payments by Paypal or wire from abroad, all forex and banking fees will be specified on the quotation or be billed to the Client.

In the event of late payments, orders in progress can be unilaterally interrupted until full payment is received and the Client will be liable for a ten-percentage-point according to the prevailing base legal interest rate applied to the entire sum in question and a standard payment rate of Euro 40 for collection charges, without any formal notice being required, in accordance with article L.441-6 of the Code de commerce (French commercial code).

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13. COPYRIGHT

Before submitting a document to the Provider, the Client must ensure that he has the right to do so. Therefore, the Client must be the author of the original document or have obtained written permission to have the document processed from the party holding the copyrights to the document.

If these conditions have not been ensured by the Client, under no circumstances shall the Provider be held liable if all or a portion of the documents 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 his negligence.

Furthermore, the Client acknowledges that the processed (translated, revised, proofread) document is a new document, whose copyright is jointly held by the author of the original document and the Provider.

Thus, the Client acknowledges the right to the Provider to reuse all or part of the translated content for commercial use (on her website, portfolio, etc.). The Provider commits not to disclose sensitive information and to always indicate the content's source (Client's website).

14. CANCELLATION

If work that is commissioned is subsequently cancelled after its start, for whatever reason and notified in writing by the Client to the Provider, the Client shall pay the Provider the full contract sum for the work completed and half (fifty percent) for the uncompleted work.

15. COMPLAINTS AND DISPUTES

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

As soon as the event from which the complaint or dispute arises, either party may refer the matter to the Arbitration Commission of the Société Française des Traducteurs (SFT) by registered letter with return receipt, sending a copy to the other party by registered letter with return receipt.

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The parties agree to do everything within their power to ensure that arbitration is successful. They agree to operate in good faith. They also agree not to take legal action in the 4 (four) months following the referral of the dispute to the Commission. The parties agree that any attempt to resolve the matter through channels other than the Commission during this period may result in the rejection of the case by the Commission or in the incapacity to resolve the matter amicably and shall justify the payment to the other party of Euro 1,500 (one thousand five hundred).

16. DISPUTES

Any dispute in relation to the interpretation and to the execution of the general terms of sale herein is subject to French law.

For lack of amicable settlement, the dispute will be brought to the Tribunal de commerce of Beauvais (France), on which the Provider's registered office is dependent.