



DEFINITIONS

The "**Provider of the services**" is the Translator (*Sophie Baynac* or *Baynac Traductions*) which shall mean the party providing a translation, proofreading or editing in the normal course of business. The translator shall normally be the creator of a translation unless the Client has been explicitly informed that the act of translation, proofreading or editing will be subcontracted, or the translator customarily trades as an intermediary.

The "**Client**" shall mean the party commissioning a translation in the normal course of business.

hereinafter referred to as "**the Parties**". The parties may be natural or legal persons, including, as an example only, private individuals, associations, partnerships, economic interest groupings or corporate entities.

"**Translation task**" shall mean the preparation of a translation or any other translation-related task such as revising, editing, etc., which calls upon the translation skills of a translator, but not copywriting or adaptation.

A translator may act as an intermediary. A relationship involving an intermediary of any nature acting in the normal course of business shall comprise two (or more) direct and discrete translator/Client contracts.

"**Source material**" shall be understood to mean any text or medium containing a communication which has to be translated, and may comprise text, sound or images.

1. APPLICABILITY AND VALIDITY OF TERMS OF SALES

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

The execution of any service by the Service Provider implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any other disposition, in the absence of manifest consent, will be ineffective against the Service Provider, regardless of the time at which he/she may have been made aware of it.

Any condition to the contrary shall not be binding to the Service Provider unless expressly accepted by the Service Provider in writing, regardless of when the Service Provider becomes aware of the condition. That the Service Provider does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of the Service Provider's right to exercise any of the provisions in these Terms of Sale at a later date.

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 the Service Provider sends to the Client by regular mail, electronic mail, shall include:

- The number of words or pages to be translated, subject to proof-reading;
- The language pair;
- The way in which the translation was priced. A translation is billed either at a flat rate, at an hourly rate, or based on the Service Provider's rates at the time the quote is prepared, such as the number of words in the text to be translated or number of target words in the translated text, according the Statistics function in Microsoft Word (or any other mutually agreed tool), by line or page.
- In the event of a document revision, invoicing will be based on the time dedicated to the service (in hours).
- The date of delivery of the translation;
- The format of the translated documents in case a specific layout has been requested;
- Any special rates applied because of urgency, specific research, or any other service that goes beyond the services usually provided by the Service Provider.

To confirm firmly and definitively an order, the Client must return the unaltered quote with the Client's written approval and signature to the Service Provider by regular mail if the quote was sent to the Client by regular mail. If the Client received the quote by electronic mail, the Client may confirm the order by expressing this clear acceptance by return electronic mail. If the Service Provider does not receive the order confirmation, the Service Provider reserves the right not to commence work on the project concerned.



If confirmation of the order is not received within three (3) months of the date the quote is sent by the means stipulated above, the quote shall be considered null and void.

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:

1. Modification of documents or the addition of documents by the Client after the initial quote was prepared by the Service Provider, in which case the Service Provider reserves the right to adjust the rate based on the additional volume of work estimated or requested;
2. If the documents were not furnished during the quote preparation process; If the initial quote was based on the Client's estimation of the number of words and an excerpt of the text.

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

Unless otherwise stated on the quote, costs incurred during the provision of services (travel, courier or postal fees, etc.)

Any decisions to offer a discount, reduction, or sliding fee scale based on a percentage or flat fee (per page, line or hour) are at the sole discretion of the Service Provider and only for the service to which they apply. Any discounts or rebates offered to the Client shall not create a right vested in interest concerning future services.

In the event that a quote is not sent to the Client before the commencement of work, orders are carried out by a simple exchange of e-mails. Translation services shall be invoiced at the base rate usually billed by the Service Provider or at any other rate agreed between the Provider and the Client in the exchange of e-mails. Any validation by the Customer of the deadline communicated by the Service Provider is deemed to be an order.

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 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.

5. DELIVERY

Any delivery date or dates agreed between the Service Provider and the Client shall become binding only once the Service Provider has received all the documents to be translated and if the Client has confirmed his/her order as specified in Paragraph 2 above within 3 (three) 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.

6. THE SERVICE PROVIDER'S OBLIGATION

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

7. THE CLIENT'S OBLIGATIONS

The Client shall provide the Service Provider with all of the texts to be translated 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 Service Provider, the Service 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 10 (ten) 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. The client agrees to consider postal, or electronic mail receipts as proof of delivery.



8. CONFIDENTIALITY

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

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, especially on the Internet. Therefore, the Client must inform the Service Provider before the provision or at the time the order is placed of the means of transmission the Client would like the Service Provider to use to ensure the confidentiality of any sensitive information.

9. FORMAT

Translations are delivered by electronic mail in the format of the source document or any other mutually agreed format. On request, translations may be delivered by regular mail, on a PC floppy disk. 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 Service Provider on any grounds whatsoever shall be limited to the invoiced value of the work.

Under no circumstances shall the Service 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 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 a possible transmission failure.

11. CORRECTIONS AND PROOFREADING

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.

If the translation is to be published, the Service Provider shall receive the printer's proofs to proofread them before the document goes to print.

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 quote, payment in full to the Service Provider shall be made no later than 30 (thirty) days from the date of invoice.

In the case of payments by check or wire from abroad, all forex and banking fees will be specified on the quote 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 late payment penalties of one and a half times the prevailing base legal interest rate applied to the entire sum in question, without any formal notice being required.

Translations remain the property of the Service Provider until full payment is received.

For professional clients only, it should be specified that in the event of late payment, current orders are automatically interrupted until full payment. The client is liable, without prior formal notice being necessary, in accordance with Article L.441-6 of the French Commercial Code, for late payment interest calculated at a rate of 10%, applied to the amount of the invoice in question, as well as a flat-rate compensation for collection costs of 40 euros.

13. COPYRIGHT

Before undertaking to have a document translated, the Client must ensure that this does not infringe on any third-party rights.

Therefore, the Client must be the author of the original document or have obtained written permission to have the document translated from the party holding the copyrights to the document.



If these conditions have not been ensured by the Client, under no circumstances shall the Service Provider be held liable if all or a portion of the documents 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. Furthermore, the Client acknowledges that the translation is a new document, whose copyright is held jointly by the author of the original document and the Service Provider.

As a result, for literary or artistic translation, and without harm to the Service Provider's rights to the work, 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, for whatever reason and notified in writing by the Client to the Service Provider, the Client shall pay the Service 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 Service 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 occurs, either party may refer the matter to the Arbitration Commission of the Société Française des Traducteurs (SFT) by registered letter with return receipt.

The parties agree to allow the Commission to attempt to arbitrate using the means it deems appropriate. 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 four (4) 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.

16. APPLICABLE LAW - COMPETENT COURT

These general terms of services are subject to French law and must be interpreted in accordance with it.

In the absence of an amicable settlement in accordance with article 15 above, the parties agree that the French courts shall give jurisdiction to settle any dispute relating to the provision of services and these general terms of services.

17. PROTECTION OF PERSONAL DATA

In order to carry out the order, and in a general way during its various exchanges with the Client, the Service Provider is required to receive communication of personal data, hereinafter the Data. This Data may appear in the documents to be translated (such as diplomas, driving licences, birth certificates, etc.), or in any other document communicated by the Client. The Data may relate to the Client or to a person for whom the Client is the legal representative (minor child, protected adult) and may be of any kind (such as surname, first name, age, profession, telephone number, e-mail address, etc.). Among these Data, some may be particularly sensitive, in particular those relating to racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, sexual life or sexual orientation, health, offences or convictions of any type, in particular criminal.

This Data is collected and processed by the Service Provider in order to :

- translate the documents and/or content submitted to it by the Client ;
- process and ensure the follow-up of orders;
- inform the Client of the Service Provider's service offer in line with its needs;
- know the Client's opinion of the Service Provider's services.

The Client consents to the Service Provider processing the above-mentioned Sensitive Data entrusted to it by the Client in order to carry out the translation, revision or proofreading service requested pursuant to Article 9(2)(a) of the GDPR.



The Client consents to the Service Provider processing the Data entrusted to it in order to carry out the translation, revision or proofreading requested pursuant to Article 6(1)(a) of EU Regulation 2016/679 of 27 April 2016, hereinafter the GPDR.

The Client consents to his contact details (in particular email) being used to contact him for the purposes of carrying out the order and to find out his opinion on the services provided.

The Service Provider will not market the Data.

The Data will be processed by the Service Provider in accordance with the purposes described above. In this respect, the Client is informed and consents to the Data being subject to automated or partially automated processing.

For the duration of the execution of the order, and as long as the Service Provider remains in possession of the Data, the Service Provider undertakes to :

- implement all technical and organisational measures to guarantee a maximum level of security, taking into account the sensitivity of the Data, the risk involved and the state of technical knowledge;
- inform the Client immediately of any incident or security flaw likely to affect the security and/or confidentiality of the Data;
- inform the Client, where applicable, of the subsequent processing of the Data for a purpose other than that for which the Data was collected.

The Customer is informed that, by application of the GPDR and the law of 6 January 1978 relating to data processing, data files and liberties, he benefits from the following rights subject to the conditions of application laid down by the texts:

- the right to access, rectify, update and delete Data when they are inaccurate, incomplete, ambiguous, out of date, or whose collection, use, communication or conservation is prohibited;
- the right to limit processing;
- the right to object to the processing;
- the right to portability;
- the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés (CNIL);
- the right to withdraw consent;
- the right to define guidelines for the storage, deletion and communication of his Data after his death.

The Service Provider is the Data Controller. He can be contacted by e-mail at the following address: contact@baynactranslations.com.

The Service Provider's Data Protection Officer is: Sophie BAYNAC

The Service Provider undertakes to respond by e-mail within 14 (fourteen) days.

For any complaint relating to the processing of Data, the Client may contact the CNIL located at 3 Place de Fontenoy - TSA 80715 - 75334 PARIS CEDEX 07. Tel : 01 53 73 22 22

The Data being necessary for the proper execution of the order, it is possible that the Service Provider may not be (or no longer be) able to deliver its services, and/or to ensure the follow-up of the order in satisfactory conditions, in the following cases:

- the Client refuses to provide certain Data necessary for the execution of the order; or
- the Customer refuses to consent to the processing of the Data, or withdraws its consent to the processing of the Data.

In such a case, the Service Provider shall not be liable for any damage that may result.

The Data will be kept by the Service Provider for the time necessary to process the Data for the purposes described above. If necessary for administrative follow-up, due to legal or regulatory requirements, or for archiving purposes, the Data will be retained beyond the time necessary to achieve the above-mentioned purposes. In any event, the maximum period of retention of the Data is 5 (five) years from the end of the current year, after which the Data will be deleted.

Nevertheless, it is specified that once the client has placed an order, and even in the event of a request for account deletion, the Service Provider is required to retain the personal data appearing on invoices and order forms for 10 (ten) years from their date of issue in accordance with the provisions of Article L-123-22 of the French Commercial Code.

18. PRIMACY

The present General Terms of sales are written in French in their original version, which is the sole authentic version, taking precedence over any other version translated into a foreign language.

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