

Terms and Conditions

The Terms and Conditions below are for information only, as they are a free translation of the legally binding French « Conditions Générales de Vente » which form part of any contract and are available to download from <http://www.vazzotti-traduction.com> or on request.

Between Jane Vazzotti, 714, Chemin Rural n°3, La Plaine Fréjus, 83370 Saint Aygulf, France, registered as a Microentrepreneur with the URSSAF of Toulon with number 821 461 191, who can be contacted by email using the contact form accessible from the website <http://www.vazzotti-traduction.com>, hereafter referred to as the « Service Provider », and any natural or legal person purchasing services from the Service Provider, hereafter referred to as the « Client ».

The Service Provider provides translation services from French to English and from English to French, as well as editing and copywriting services in French and English, these services are commercialised via the website <http://www.vazzotti-traduction.com> .

1. APPLICABILITY AND VALIDITY OF TERMS AND CONDITIONS

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

The execution of any service by the Service Provider implies that the Client accepts these Terms and Conditions and waives his/her own general terms and conditions. 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 and Conditions shall not be interpreted as a waiver of the Service Provider's right to exercise any of the provisions in these Terms and Conditions 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 that the Service Provider sends to the Client by post, email, or fax shall specify:

- The number of words or pages to be translated;
- The language pair;
- The method used for calculating the price of the translation. 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, notably the number of source words (i.e. the number of words in the text to be translated) or the number of target words

(i.e. the number of words in the translated text) as counted by the Statistics function in Microsoft Word, by line, page, or by hour; all prices are given in Euros.

- The date of delivery of the translation;
- The format of the translated documents should a specific layout have been requested;
- Any surcharges applied due to urgency, specific research, or any other service that goes beyond the services usually provided by the Service Provider.

To confirm an order, the Client must return the unaltered quote with the Client's written approval and signature to the Service Provider by post or fax if the quote was sent to the Client by post or fax. If the Client received the quote by email, they may confirm the order by expressing clear acceptance by return email. 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 by the means stipulated above within three (3) months of the date the quote was sent, 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 provided 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.) will be charged to the Client.

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

In the event that a quote is not sent to the Client before the commencement of work, translation services shall be invoiced at the base rate usually billed by the Service Provider.

3. PROOF

The Client agrees to consider faxes, 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 request, the amount of which shall be clearly stipulated in the quote. In such cases 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 OBLIGATIONS

The Service 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 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, and verification of the final text's technical coherence remains the sole responsibility of the Client.

7. THE CLIENT'S OBLIGATIONS

The Client shall provide the Service Provider with all of the texts to be translated and any technical information needed to understand the text and, if necessary, specific terminology as required. Should the Client fail to duly 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 delayed.

The client has 10 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, fax, or electronic mail receipts as proof of delivery.

8. CONFIDENTIALITY

The Service Provider commits 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 of services 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 email in Word format. On request, translations may be delivered by fax or by post. 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 in respect of 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 delays in fax transmission, email, postal delivery, or other problems.

11. CORRECTIONS and PROOFREADING

In the event of disagreement concerning 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 ; all prices given are without taxes and are not subject to VAT (article 293B of the French CGI).

Payment is to be made by bank transfer, cheque (written on a euro account and drawn on a bank in France, made out to Jane Vazzotti), or by PayPal. The postal address can be

found on the invoice and the order and details of the bank account (IBAN etc.) are available on request.

In the case of payment by cheque or bank transfer from abroad, all exchange and banking fees will be specified on the quote or be billed to the Client.

In the event of late payment, 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 payment has been received in full.

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 per cent) for the uncompleted work.

15. COMPETENT COURT

Any dispute concerning the interpretation and execution of these general conditions of sale is subject to French law.

In the absence of amicable resolution, the dispute will be brought before the Commercial Court of Fréjus (Var, France).