



General Terms of Sale

These Terms of Sale set out the conditions upon which Fideum Translations will accept work from clients. In the following,

the Translator means:

Olivier LAMBEY, 137, boulevard de Longchamp, 44300 NANTES (FRANCE),
SIRET # 390 784 239 00027,

The Client means:

[Name]
[Company/Agency/Customer]
[Postal address]
[COUNTRY].

1. Applicability and validity of Terms of Sale

All orders placed imply the client's full acceptance of these Terms of Sale (available on request or at www.fideum-translations.com), 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 Translator 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 Translator, 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 Translator unless expressly accepted by the Translator in writing, regardless of when the Translator becomes aware of the condition.

That the Translator does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of the Translator'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 Translator based on the documents to be translated or information provided by the Client.

The quote the Translator sends to the Client by regular mail, electronic mail, or fax shall include:



- The number of words or pages to be translated;
- 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 Translator'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 Microsoft Word Tools menu, Statistics option.
- 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 Translator.

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

If confirmation of the order is not received within one (1) month of the date the quote is sent by the means stipulated above, the quote shall be considered null and void.

The Translator 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:

- Modification of documents or the addition of documents by the Client after the initial quote was prepared by the Translator, in which case the Translator reserves the right to adjust the rate based on the additional volume of work estimated or requested;
- If the documents were not furnished during the quote preparation process and 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 Translator 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 Translator 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.



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 1,000.00 € excluding tax 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 Translator and the Client shall become binding only once the Translator 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 Translator's workload. Any order received after 17:00 PM (GMT+1) shall be considered as received the following day. If the following day is a non-working day, such order will be taken on the immediately following day which is not a non-working day.

6. The Translator's obligations

The Translator 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 Translator 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 Translator 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 Translator, the Translator 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 working days from the time the translated documents are received to inform the Translator 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 Translator agrees to preserve the confidentiality of information the Translator becomes aware of before, during, and after providing services. Original documents shall be returned to the Client upon simple request.



The Translator 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 Translator before the provision of services or at the time the order is placed of the means of transmission the Client would like the Translator to use to ensure the confidentiality of any sensitive information.

9. Format

Translations are delivered by electronic mail in Word format. On request, translations may be delivered by fax or by regular mail. 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 Translator on any grounds whatsoever shall be limited to the invoiced value of the work.

Under no circumstances shall the Translator 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 Translator 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 fax transmission, electronic mail, postal and other problems.

11. Corrections and proofreading

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

If the translation is to be published, the Translator 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

The present Terms of Sale are the subject of an agreement reached between the Translator and the Client. Payment of the amount agreed payable is not to be submitted to verification, approval or payment of any other party.

Unless otherwise mentioned on the quote, payment in full to the Translator shall be made no later than 30 (thirty) days from the date of invoice by wire transfer or via PayPal. Translations remain the property of the Translator until payment has been received in full.



In case of a payment by wire from abroad (outside SEPA area), 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 a minimum of 3 (three) times the prevailing base legal interest rate (= 3 x 0,99 %) applicable on the issue date of the invoice (CC, art. L.441-6), plus a € 40,00 fixed allowance for recovery costs (CC, art. D.441-5) applied to the entire sum in question, without any formal notice being required.

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 Translator 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 Translator. As a result, for literary or artistic translation, and without harm to the Translator's rights to the work, the Translator reserves the right to require that the Translator'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 Translator, the Client shall pay the Translator 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 Translator and the Client agree to attempt to settle the complaint or dispute amicably.

If a complaint or dispute cannot be resolved amicably between the parties, they shall be subject to the exclusive jurisdiction of the Courts of Nantes (Nantes Commercial Court), district in which Fideum Translations has its registered office. In any event this contract shall be construed in accordance with French law.



Done at : Nantes

Le : 13/10/2015 | 15:11

The Client

The Translator

[Name, title]

Olivier LAMBEY,
Fideum Translations.

Signed :

Signed :