



Parker Translation Services

General Terms and Conditions of Sale

These Terms and Conditions apply in all contractual relationships between "PTS" ("Parker Translation Services") and its Clients and constitute the whole agreement between the parties, except where specifically noted and agreed in writing to the Client. All other terms and conditions, express or implied by statute or otherwise, are excluded to the fullest extent permitted by French law. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

In this document, numbers and section headings are provided for convenience of reading only and shall be ignored for the purposes of ascertaining meaning.

1. Intended use

Unless otherwise specifically agreed, it is understood that the translated work is for the exclusive use of the Client in the ordinary course of its business and may be published, or otherwise distributed for profit without obtaining prior agreement from PTS. Furthermore, it is understood that the translated work will not form the substance of any legal agreement without prior review by a competent professional in the country of intended use.

2. Copyright in source material and translation rights

PTS accepts orders from Clients on the understanding that performance of the translation will not infringe any third party rights. The Client undertakes to protect PTS from any claim for infringement of copyright and/or other intellectual property rights in all cases. The Client likewise undertakes to protect PTS from any legal action including defamation which may arise as a result of the content of the original source material or its translation.

In the absence of a specific written agreement to the contrary, copyright of the translation remains the property of PTS until full payment is made for the translation work performed. On this occasion ownership of the translations is transferred to the Client. We shall however retain the right to use all translation memories and other documentation created and used during the translation process (such as glossaries), whether they are provided to the Client or not. .

Where PTS retains the copyright, unless otherwise agreed in writing, any published text of the translation shall carry the following statement: "© PTS Parker Translation Services (Year)" as appropriate to the particular case.

Where PTS assigns the copyright and the translation is subsequently printed for distribution, the Client shall acknowledge the work of PTS in the same weight and style of type as used for acknowledgement of the printer and/or others involved in production of the finished document, by the following statement: "English Translation by PTS", as appropriate to the particular case.

Where a translation is to be incorporated into a translation memory system or any other corpus, PTS shall agree to the use of the translation for this purpose in writing and after any agreed fees have been paid in full. It shall be the duty of the Client to notify PTS that such use will be made of the translation.

All translations are subject to our right of integrity. If a translation is in any way amended or altered without our written permission, PTS shall not be in any way liable for amendments made or their consequences. If we retain the copyright in a translation, no amendment or alteration may be made to a translation without our written permission. The right of integrity may be specifically waived in advance in writing.

3. Confidentiality and safe-keeping of Client documents

No documents for translation shall be deemed to be confidential unless this is expressly stated by the Client. However PTS shall at all times exercise due discretion in respect of disclosure to any third party of any information contained in the Client's original documents or translations thereof without the express authorisation of the Client. Nevertheless a third party may be consulted regarding specific translation terminology queries, provided that there is no disclosure of confidential material.

PTS shall be responsible for the safe-keeping of the Client's documents and copies of the translations, and shall ensure their secure disposal. Regular backups shall be made during the translation process to ensure no data is lost., but all documents or any other property supplied to PTS will be held or worked on at the Client's risk and PTS will not be responsible for any subsequent loss or damage thereto. It is the responsibility of the Client to conserve reasonable copies of the original text. All original documents, translation memories and translations will be conserved for a period of two (2) years then archived securely on suitable media.

4. Fees: (binding) Quotations and (non-binding) Estimates

In the absence of any specific agreement, the fee to be charged shall be determined by PTS on the basis of the Client's description of the source material, the purpose of the translation and any instructions given by the Client.

No fixed quotation shall be provided by PTS until all the source material has been seen and firm instructions have been received from the Client. The cost of a translation is determined either on the basis of standard prices negotiated with the client or on the basis of quotations prepared by PTS. Translation fees are based upon the number of words in the source or target text. Additional costs may result depending upon the technical nature of the text. Where VAT is applicable it will be charged in addition to the quoted fee.

Any fee quoted, estimated or agreed by PTS on the basis of the Client's description of the task, may be subject to amendment by agreement between the parties if, in our opinion on having seen the source material, that description is materially inadequate or inaccurate.

Any fee agreed for a translation which is found to present latent special difficulties of which neither party could be reasonably aware at the time of offer and acceptance shall be renegotiated, provided that the circumstances are made known to the other party as soon as reasonably practical after they become apparent. An estimate shall not be considered contractually binding, but given for guidance or information only.

Subject to the second paragraph of this same clause, a binding quotation once given after all the source material has been received by PTS shall remain valid for a period of thirty (30) days from the date on which it was given, after which time it may be subject to revision.

Costs of delivery of the translation shall normally be borne by PTS. Where delivery requested by the Client involves expenditure greater than the cost normally incurred for delivery the additional cost shall be chargeable to the Client. If the additional cost is incurred as a result of action or inaction by PTS it shall not be borne by the Client, unless otherwise agreed.

Other supplementary charges, for example those arising from:

- discontinuous text, complicated layout or other forms of layout or presentation requiring additional time or resources, and/or
- poorly legible copy or poorly audible sound media, and/or
- lengthy terminological research, and/or
- priority work or work outside normal office hours in order to meet the Client's deadline or other requirements, may also be charged.

The nature of such charges shall be agreed in advance.

If any changes are made in the text or the Client's requirements at any time while the task is in progress, our fees, any applicable supplementary charges and the terms of delivery shall be adjusted in respect of the additional work.

5. Delivery

A delivery date or dates agreed between PTS and the Client shall become binding only after PTS has received all of the source material to be translated, received complete instructions from the Client and a finalised quotation has been drawn up and agreed on. As the date of delivery and where applicable, the time of delivery is often of the essence, this shall be specifically agreed in writing.

Unless otherwise agreed, PTS shall dispatch the translation in such a way that the Client can reasonably expect to receive it not later than the normal close of business at the Client's premises on the date of delivery.

Delivery is deemed to have taken place on posting or delivery to a carrier, or transmission by fax, modem or internet, as the case may be, and the risk shall pass

to the Client. However, PTS will retain a copy of the translation and in event of there being any loss or damage will forward a further copy free of charge. Concerning delivery by e-mail, delivery shall be deemed to have taken place on reception by PTS of an electronic receipt concerning the e-mail in question. Clients shall always send this notification of receipt via their mail server.

Whilst PTS shall strive to meet all deadlines set by both client and ourselves, we shall not be held liable for the consequences of any delay that is beyond our control for any reason whatsoever. In particular, the Client should be aware that PTS cannot be held responsible for delays or corruption of data associated with any breakdown whatsoever caused by failures on servers or telecommunications systems under the Client's responsibility. To ensure an on-time delivery, both parties agree to make every effort to work around circumstances that are outside of their control and which are known to occur from time to time.

6. Payment

Unless otherwise agreed, payment in full to PTS shall take place not later than 60 days from the date of invoice (end of month during which work is completed) by the method of payment specified. For long assignments or texts, we may request an initial payment and periodic partial payments on terms to be agreed.

Settlement of any invoice, part-invoice or other payment shall be made by the due date agreed between the parties, or in the absence of such agreement within the period stipulated in the previous paragraph. In application of article L. 441-6 of the French Commercial Code, legal penalties for late payment are applicable, even without notification by mail, and are calculated expected date of settlement until full payment is received. The rate used to calculate such penalties is five (5) times the legal interest rate in force on the date of invoicing.

Where delivery is in instalments and notice has been given that an interim payment is overdue, PTS shall have the right to stop work on the task in hand until the outstanding payment is made or other terms agreed. This action shall be without prejudice to any sums due and without any liability whatsoever to the Client or any third party.

7. Liability

Translations shall be completed by PTS using due skill and care and in accordance with the provisions and spirit of the Translator's Charter published by the International Federation of Translators.

Time and expense permitting, we shall complete the work to the best of our ability, knowledge and belief, and consulting such authorities as are reasonably available at the time. A translation shall be fit for its stated purpose and target readership, and the level of quality specified.

On any grounds whatsoever, our liability shall be limited to the invoiced value of the work, except in connection with any consequences which are reasonably foreseeable:

- 1) the potential for such liability is expressly notified in writing, and
- 2) such liability is restricted to an agreed limit of cover under the professional indemnity insurance available to Translators..

PTS shall not be liable to the Client or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit) resulting from the use of translated material which exceeds the contract price for the work supplied, and the Client shall indemnify PTS against all claims and demands upon it for any such consequential loss or damage.

A complaint by the Client in respect of any work completed shall be notified to PTS in writing within five (5) business days of the receipt of the aforementioned work by the Client. As a result of any error or omission in the work undertaken by PTS, we shall either re-type the work or compensate the Client for any additional typing or printing up to the amount of our fee, provided that such a fee has been invoiced in accordance with our terms of business and provided the work has been used by the Client for the purpose indicated on the order.

Whilst we undertake to endeavour to produce an accurate and idiomatic translation of the Client's original text, the Client must accept that a translation may read differently from the original and no liability is accepted for any alleged lack of advertising or sales impact. A translation reflects the quality of the original written material. If concepts are poorly expressed in the original material, or the wrong choice of language has been made, or where typographical mistakes are present, or where the text is incomplete or factually incorrect, we shall endeavour to remove the same inadequacies from the translation. However, PTS shall be in no way liable for loss of sales impact, loss of face or other problems arising from the Client's original mistakes. Nor shall we be responsible for any problems arising if the Client decides to use the final translated text in another capacity, without first consulting PTS for any required amendments.

Our entire liability to the Client under any Contract or purchase order including but not limited to the completed translations shall not exceed the price payable to PTS by the Client under any Contract or purchase order to which any claim relates.

8. Cancellation and suspension

Should the Client decide to suspend, delay or cancel translation work which has already been commissioned, then charges will be payable for all completed work up to the cancellation date and for all other costs and expenses which may occur as a result of such cancellation.

In case of Force Majeure (Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War and any other situation which can be shown to have materially affected our ability to deal with the commission as agreed), PTS shall notify the Client without delay, indicating the circumstances. Force Majeure shall entitle both PTS and the Client to withdraw from the commission, but in any event, the Client undertakes to pay PTS work already completed and delivered to the Client.

PTS shall in this case work with the Client in finding a suitable vendor of equal quality to continue the commission to its completion.

If a Client goes into liquidation (other than voluntary liquidation for the purposes of reconstruction) or has a Receiver appointed or becomes insolvent, bankrupt or enters into any arrangement with creditors, PTS shall have the right to terminate a contract or order in progress.

9. Right of refusal

PTS shall not be required to translate any matter which in its opinion is or may be of an illegal or libellous nature. Where copyright exists in texts to be translated, the Client warrants that it has obtained all permissions necessary for the translation to be carried out.

PTS reserves the right to refuse certain texts without explanation.

10. Representation

No oral representation or statement shall be binding upon PTS, whether as a warranty or otherwise, nor shall anything be implied from any such representation or statement unless otherwise confirmed in writing.

11. Definitions

“PTS”: Parker Translation Services

“Client” or “Clients”: any translation agency, fellow translator, or private customer requiring and ordering our translation services.

“Translation”: unless otherwise specified, our translation services imply French to British English (GB) translation. We can also provide US English translations upon request.

12. Jurisdiction

All contractual relationships between PTS and the Client are governed by French law. In the event of dispute, both parties agree to make their best efforts to ensure a fair outcome for all concerned. If an amicable solution cannot be found, the dispute will be referred to the commercial court of Caen.