

General Terms and Conditions of Sale

These general terms and conditions may only be amended or modified by a written document signed by both parties, and may not be modified or supplemented by the terms and conditions of the purchase orders issued by the Customer. These general terms and conditions constitute the entire agreement between Marie-Christine Cramay, hereinafter referred to as the "Service Provider", and the Customer in respect of the subject matter. They cancel and replace all agreements and proposals between the parties, whether or not they were made prior, verbally or in writing.

1. Order

1.1 Quotation

1.1.1 A preliminary estimate is drawn up for any request for service. The prices and deadlines indicated in this estimate are defined on the basis of the elements necessary to fulfil the Customer's order. The quotation is sent by e-mail to the Customer with the price, the deadline and the payment terms. Estimates drawn up without consulting the documents to be translated are provided solely as an indication and their amount may be re-evaluated on receipt of the documents to be translated.

1.1.2 The quotation is accepted by the Customer by e-mail, with the acceptance text in the body of the e-mail and the signed quotation attached. By accepting the quotation issued by the Service Provider, the Customer accepts without reservation the present general terms and conditions of sale.

1.2 Addition/change

Once the signed quotation has been returned, any additional service requests will be specified in writing, including any changes by the Customer to the source documents that should be reflected in the target documents. If this is considered feasible, an additional invoice will be issued for any services not covered by the quotation. The delivery time will then be extended according to the nature of the additional request.

1.3 Postponement/cancellation (translation and layout services)

Any request for cancellation or postponement of a service previously accepted in a quotation must be sent, dated and signed, to the Service Provider by e-mail. The result of the partial service performed prior to the cancellation will then be sent to the Customer along with an invoice based on the word count achieved prior to receipt of the Customer's cancellation email..

2. Delivery

2.1 The delivery time is indicated in the quotation. The delivery date is then calculated from the date of receipt by e-mail of the duly accepted quotation and the elements necessary for the performance of the service. Any accepted quotation returned to the Service Provider after 5 p.m. shall be deemed to have been received on the following day. If the next day is not a working day, the date will be the first following working day.

2.2 Documents are usually delivered by e-mail. Postal charges, if any, shall be borne by the Customer. The Service Provider shall not be liable for delays in delivery by e-mail, traditional mail and other postal or land-based means not directly controlled by the Service Provider.

2.3 If the delivery deadline cannot be met due to force majeure, network and server failures, other disruptions to the Service Provider's lines and data transmission or other obstacles beyond its control, the Service Provider reserves the right to request an appropriate extension of the deadline.

2.4 The Service Provider ensures the protection of its files by using a regularly updated professional antivirus software, and shall not be held liable for any damage caused by viruses when sending files by e-mail, modem or any other form of remote transfer.

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3. Rates/payment terms

3.1 The Service Provider's prices are expressed in Euros. The currencies accepted for payment other than the Euro (EUR) are the Swiss Franc (CHF), the British Pound (GBP) and the US Dollar (USD).

3.2 Discounts may be granted on a case-by-case basis depending on the type and purpose of the service when the quotation is drawn up.

3.3 Payment shall be made, unless otherwise agreed in writing, upon receipt of the invoice by bank transfer to the business account indicated by the Service Provider. For any service whose total amount is greater than €1000, the Customer may be asked to pay a deposit of 30% to 50% at the time of the order and the remainder of the invoice shall be paid upon receipt.

3.4 In the event of a request for payment on account, all services and/or deliveries may be suspended until the Customer has paid the fees.

3.5 If an amicable or judicial recovery is necessary to settle unpaid invoices, the Customer undertakes to pay, in addition to the principal, costs and accessories ordinarily and legally payable by the Customer, and all other costs incurred by the Service Provider to settle the dispute.

3.6 In the event of non-payment, the translations shall remain the property of the Service Provider and any representation or reproduction of the delivered documents in whole or in part shall be unlawful. The Service Provider reserves the right to take legal action without delay and to demand compensation for damages arising from the copyright.

4. Complaints

4.1 The result of the service must be checked by the customer after delivery.

4.2 Any complaints must be notified to the Service Provider in writing, stating the error and the correction required by the Customer, within five (5) working days of delivery of the services. In the case of translations, complaints may only be made if an error in the translation of the text submitted can be demonstrated. Differences in interpretation and style are therefore excluded from the scope of complaints.

4.3 After having taken cognizance of the complaints, the Service Provider undertakes to make every effort to carry out, at its own expense, the urgently required corrections.

4.4 Errors thus noted and corrected by the Service Provider shall not justify non-payment of the entire invoice.

4.5 After the deadline set out in 4.2, the service will be considered accepted by the Customer and any dispute will be inadmissible.

4.6 In the event of errors that render the document unusable, the Service Provider's liability is limited to the amount of the corresponding invoice.

5. Confidentiality clause

5.1 All texts are treated as confidential. The Service Provider undertakes never to disclose or use any information that it may have in its possession as a result of the services entrusted to it. The Service Provider is also willing to sign any confidentiality clause required by the Customer.

5.2 The studies, quotations and documents submitted or sent by the Service Provider remain its property and may not be communicated by the Customer to third parties for any reason whatsoever.

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6. Safekeeping documents

6.1 The Service Provider undertakes to keep the documents provided to it for the purposes of the service for a period of one (1) year from the delivery of the service. Beyond this period, the Service Provider shall not be held liable for the failure to keep the documents provided.

6.2 The Service Provider shall not be liable for any loss or damage to documents entrusted to it as a result of force majeure or loss during delivery by e-mail, traditional mail and other postal or land-based means.

7. Nullity of a clause

If any provision of these general terms and conditions is held by applicable law to be illegal, invalid or unenforceable, the parties agree that the validity and enforceability of the remaining provisions of these general terms and conditions shall not be affected and shall remain in full force and effect.

8. Jurisdiction

Any dispute arising from the interpretation or execution of these general terms and conditions shall be submitted to the exclusive jurisdiction of the Court of Arezzo (AR), Italy.