

# General Terms and Conditions

## Translation services

### Scope of application

These general terms and conditions apply to all translating services provided by L&T, of whatever type or content, and irrespective of the place where they are provided.

By purchasing one of these services, the customer is considered to have accepted these general terms and conditions.

### Quotations and orders

Any order must be confirmed by the customer in writing.

For **UIC customers** (staff of UIC Headquarters), the order must be made on the electronic translation request form. The quotation will be considered as accepted once the request has been electronically validated.

In the event of a significant difference between the number of words in the source document indicated by the customer on the request form and the actual number of source words, an amended quotation will be sent to the customer.

For **non-UIC customers**, orders must be made in writing (e-mail, fax, letter, etc.). A quotation is prepared for every order. Once accepted by the customer, the quotation is considered a firm and final order.

L&T reserves the right to withhold provision of the service until the approved quotation is received.

### Transfer of documents

The documents shall be transferred by the customer, if possible as computer files. If the documents are supplied on paper, CAD costs will be invoiced in addition. The documents should be accompanied by any information deemed of relevance by the customer to help L&T place the documents in their proper context.

If the customer requires special or specific terminology, he should include lexicons, glossaries or any other information deemed of importance in this respect. Failing this, the service will be provided by L&T based on good practice.

### Invoicing

Quotations are made using the current rates on the day of the order and include any special rates for specific services, in particular those relative to special terminology and negotiated deadlines.

Quoted translation rates apply to the source word as the basis for the word count.

Services are invoiced on the terms and conditions specified in agreed quotes.

Invoices are drawn up and issued upon completion of the service.

### Delivery

L&T shall take all possible steps to ensure the deadlines as specified in accepted quotations are met. Barring any formal agreement with the customer on a specific date, delivery deadlines are only given as a rough guide. The delivery date shall mean the date on which the job leaves L&T.

The customer may choose how the translation should be sent. The sending options proposed by L&T include, mail, fax, e-mail or courier service.

Any additional costs for express or courier deliveries are payable by the customer.

### Method of payment

Unless otherwise agreed, invoices are net and without discount and are payable cash on receipt.

If sums that are due to L&T remain unpaid by the contractual deadline and a payment reminder remains without effect, default interest will be applied, based on the Bank of France (*Banque de France*) discount rate in force on the date when the said payment was due. This clause in no way exempts the customer from the requirement to pay the totality of the amounts due with immediate effect.

For any late payment, followed by a payment reminder remaining unheeded, the customer will be charged, in addition to the principal sum, a non-reducible penalty as understood by Article 1229 of the French civil code, amounting to 10% of the amounts remaining due. This is independent of the application of default interest.

In the case of late payment, L&T reserves the right to suspend any orders in progress.

Payment may be made by:

Bank cheque, made out to Langues et Technique.

Bank transfer to Langues et Technique:  
BNP Paribas – Agence Paris Maine Montparnasse – 20 boulevard de Vaugirard -75015 PARIS  
IBAN : FR76 3000 4002 7400 0106  
6080 458 / RIB : 58 / Code BIC : BNPFRPPXV

### Cancellation

In the event of cancellation by the customer regarding an order for translation or proofreading, all work carried out by L&T by the day of cancellation will be charged in full, with

50% charged for all remaining work to be done.

### Claims

No claim will be considered unless notified in writing to the L&T secretariat within one week of the end of the service.

Once the above time period has elapsed, any additional service will be subject to additional invoicing.

If the claim is justified, L&T may, following agreement with the customer or at its own discretion, take the following measures by way of compensation: discount off invoice, or credit against a future service.

### Confidentiality

L&T undertakes, under all circumstances, to respect the confidential nature of the information of which its translators may have knowledge during the exercise of their duties.

### Liability

The services shall be provided by L&T under a duty to exercise due care.

In the event of a disagreement regarding the terminology employed in any section of the translation, but disregarding stylistic nuances, L&T undertakes, using all reasonable diligence, to provide the solution that best matches the customer's requirements, it being understood that this cannot be put forward as grounds for reassessing the whole piece of work, since L&T will endeavour to make the required corrections as soon as possible.

Should L&T be held liable by the customer for non-execution or unsatisfactory execution of the contract and proof to this effect is provided by the customer, any compensation will be limited to the direct prejudice sustained by the customer. In no cases can this compensation exceed the amount charged for the service in question.

### Insurance

The customer has a duty to take out insurance on any original copies of documents and media sent and entrusted to L&T

Competent jurisdiction

Any disputes relating to the application of these general terms and conditions or concerning a service provided by L&T shall be exclusively referred to the Paris Commercial Tribunal (*Tribunal de Commerce de Paris*).