

General Terms and Conditions of Translation Services.

1. **Application of General Terms and Conditions / Enforceability.**
2. **Orders, quotations and estimates.**
3. **Contract proof.**
4. **Advance.**
5. **Delivery.**
6. **Service provider's obligations.**
7. **Client's obligations.**
8. **Confidentiality.**
9. **Translation Document Formatting.**
10. **Liability.**
11. **Proofreading.**
12. **Payment.**
13. **Copyright and trademark.**
14. **Cancellation.**
15. **Settlement.**

1. Application of General Terms and Conditions / Enforceability.

Any order that has been approved implies full and unreserved acceptance by the customer of these of General Terms and Conditions. It can not be accepted any other support certifying a particular condition that it is not indicated on this document, except if it is presented formally in writing in the order that has been definitely accepted.

Any services provided by Malinche-IngLing, hereinafter called the Translator, engage the Client to accept these terms and waive his own general conditions for the order. In consequence, the Translator can not be charged with an offence for other conditions, unless an acceptance has been expressly stipulated.

If the Translator does not appeal anytime these terms, it can not be construed to have waived to appeal these conditions later.

These terms are valid for three years, from September 2013 to September 2016. The translator can modify them freely at anytime in order to adapt changes in the services and / or in the activity. Therefore, it is recommended to consult these conditions permanently at each visit made to the site Web to examine the latest version.

2. Orders, quotations and estimates.

The Translator enclosed for free an estimate in every order asked by the Client, according to the documents to be translated or the information the Client has provided.

The quotation that the Translator sends to the Client, either by mail or email or by fax, specifies:

- The number of pages or words to be translated.
- The translation language.

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- The description of what is considered to determine the price of the translation service, which it may be invoiced either a flat fee or by the time it takes to translate, or by taking into account the current base rate stipulated by the Translator when the estimate is made. The quotation is calculated according to the number of words containing in the original document, or according to the number of words in the final translation. Counting is done from the Microsoft Word program (visible with the statistics function from tools menu: number of lines, number of pages.)
- Delivery time of translation.
- The format of translated documents, if required a special formatting of the final document.
- The additional fee that the translator may request for an urgent translation, searching specialized terminology or whatever the justification that has not been established on the final order receipt.

To confirm the order, the Client must return to the Translator the estimate without any changes, either by mail or by fax signed with the annotation "approved" by the time the estimate was sent by fax or mail, or in response to the email that endorses the final accepted estimate. If the Translator does not receive the acceptance of the quotation and he reserves the right not to start the work.

Without the order confirmation as provided above, within three (3) months from the date of issue of the offer, this one is not applicable.

Once the Client is informed, the Translator reserves the right to charge an additional fee for not respecting the date specified in the initial order confirmation, in particular in the following cases:

1. If the Client modifies or adds other documents outside the estimate that the Translator has done, he is entitled to invoice the difference in terms of content that has been added and can be justified.
2. If documents are needed when setting the estimate. Since it was calculated only for the approximate number of words and extract content.

In the absence of express agreement of the client in the new release and / or on the invoice, the Translator reserves the right not to commence the work. Besides, if it was not stated in the offer, the costs incurred in providing the service (travel, courier or postal service, etc..) are charged to the client.

The Rebates, reductions or discounts, based on a percentage or adjustment (by the number of pages, lines or time) done by the Translator, shall apply only to the service in question and he reserves the right at discretion. Therefore, the adjustments and reductions can not grant the Client any right to demand the same tariff in other services later.

In case the Translator has not transmitted any estimate to the Client, the translation services will be invoiced according to the minimum update rate that the Translator applies.

3. Contract proof.

As evidence of the acceptance of the quotation, the Client agrees and accepts as proof, the fact he has sent the document to be translated. The sending is carried out by email, fax or otherwise.

4. Advance.

The orders over 1 000 EUR (excluding all taxes) may be subject to an advance which is mentioned in the estimate. In this case, the work will begin upon receipt of the deposit.

5. Delivery.

The delivery time will be respected only if the translator receives all documents to be translated within three (3) days worked following the acceptance of the estimate. Expired this time, the date of delivery will be discussed again depending on the Translator's workload.

6. Service provider's obligations.

The Translator will seek to do the translation as faithful as possible to the original document and in accordance with the professional practice requirements. He will use all elements provided by Client (glossaries, drawings, diagrams, abbreviations.) to perform the translation. Nevertheless the Translator is not liable for any inconsistencies or ambiguities from the original text or for the verification of a technical consistency of the final text. Therefore, the Client will have to verify the translated documents.

7. Client's obligations.

The Client agrees to provide to the Translator all texts to be translated and the technical information necessary to understand the text and, where appropriate, specific terminology required. If the Client does not fulfil his obligation to inform the Translator, He is not liable for any breach, non-compliance or delivery time.

The Client has a period of 10 days worked once he has received the translated documents to inform in writing any disagreement concerning the quality of the service. Expired this time, the service is duly completed and no claims. Therefore, the client accepts as proof the receipt acknowledgment sent by mail, fax or email.

The Client also agrees to answer any question related to the text to be translated within 24 (twenty four) hours. Expired this time, the Translator reserves the right to extend the deadline.

8. Confidentiality.

The Translator is committed to respect the confidentiality of information that he access through the original documents before, during or after the service. It applies the same warranty, in the case if the translator is working in team with other translators colleagues. The original documents will be returned to the Client if requested.

The Translator can not be liable if any interception or misuse of information comes due of the transfer of data through Internet, Therefore, the Client must indicate on the same estimate, the most appropriate transfer to ensure the confidentiality of information.

9. Translation Document Formatting.

The translation is delivered by email in its original format or Word format. If another way to transfer or special format is required, the parties should agree additional charges.

10. Liability.

In any case, the responsibility of the translator is limited to the amount on the invoice.

In any case, the translator will not be liable for any claims related to the style.

The delivery time is only respected if it is indicated on the estimate; if it is omitted, liability does not exist for delay. In any case, the Translator can not be liable for a direct or indirect damage caused to Client or any third party due to a delay in the delivery of translated documents, particularly in cases of force majeure, like damage in the internet service, fax, modem, e-mail or mail services.

11. Proofreading.

In case of disagreement on certain aspects of the service, the Translator reserves the right to correct in collaboration with the Client. If the translation is published, the translator could proofread the text edited.

Unless otherwise agreed in writing, all corrections are subject to additional fees based on the hourly rate.

12. Payment.

Unless otherwise agreed in writing, invoices are issued in net fees, no discount and they will be remunerated within 30 days from the date of issue of the invoice.

The Clients residing in France must pay by bank transfer. The Clients residing outside France must pay by credit card using the translator's secured deposit account PayPal.com or by international bank transfer. For this option, the IBAN and SWIFT information must be indicated. The fees of international bank transfer must be paid by Client.



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In accordance with Article L.441-6 of the French Commercial Code, if payment is delayed, the orders may be suspended, without notice, with all rights until the Client will have deposited the full payment. And the interests are calculated at rate applied by the European Central Bank for its most recent refinancing operations plus 10 points. This penalty is charged on the invoice in question, plus a compensation of 40 euros.

The translator will not provide the translation until the client will do the payment. If the Client requests a certified translation, an extra commission will be charged.

13. Copyright and trademark.

Before submitting to the Translator a document to translate, Client must ensure that he has the right. Therefore, he must be the author of the original document or he shall ask a permission prior from the author or from whom owns the copyright of these documents.

Otherwise, the translator will not be in any way liable if all or part of the documents provided by the Client may infringe intellectual property rights or may harm others according to the law. In that case if it were, only the Client is liable for the damage and the financial consequences resulting from his negligence.

In addition, the Client acknowledges that the translation made by the Translator is considered as a new document and that the copyright of the original document will be shared between the author and the translator. Therefore, if it is a matter of literary or artistic translation, and without prejudicing to their rights of ownership for their work, the Translator reserves the right to demand that his name be mentioned in any copy or publication according to the Code of the French Intellectual Property, Article L.132-11.

14. Cancellation.

In case of cancellation of an order in force, regardless of the cause, and that it has been notified in writing to the Translator, the work already done will be invoiced to the Client 100 % (one hundred percent) and the work remaining 50% (fifty percent).

15. Settlement.

The Parties engage, in case of conflict of any nature whatsoever, to agree an amicable settlement as follows: At the moment the conflict is produced, the plaintiff turns to the Arbitration Committee from which the translator is inscribed at the time, by registered letter with an acknowledgement of receipt; and with a copy to the other party, also by registered letter with acknowledgment of receipt.

The parties agree that the committee in charge of the case reaches an agreement on the better terms. With this intervention, there should be accordance. The Parties shall do an effort to ensure that the conflict normalizes successfully and seek to act in good faith. Each one also undertakes to not request a Judge before, during four months after having turned to the Committee and agrees that any resolution from the Judge without considering this procedure, may be considered as a cause of inadmissibility or an obstacle to settle the dispute amicably, and it will be the justification to ask the payment of 1,500 euros to the other party.