FLORENCIA
RIBEIRO
Interpreter & Translator

+33 (0)7 68 09 34 61
info@florenciaribeiro.com
florenciaribeiro.com

This document has been translated from French. In the event of any discrepancies, the French version takes precedence.

General Terms and Conditions of Service

Translation Services

These General Terms and Conditions of Service are intended to govern the contractual relationship between:

Florencia Ribeiro E.I., domiciled at 21 rue Antigna, 45000 Orléans (France) and registered under SIRET (business registration) no.: 938 085 297 00019, hereinafter “the Service Provider”,

and, on the other hand, any company, organization or individual wishing to use their translation services, hereinafter referred to as “the Client”.

1. Scope

These General Terms and Conditions of Service are intended to govern the sale of translation services, including the translation, proofreading and editing of texts and content, hereinafter referred to as “the Translation Services”.

2. Enforceability

Any confirmed order of Translation Services implies the Client's full and unconditional acceptance of these General Terms and Conditions of Service. The terms of any other document do not apply.

No specific terms and conditions may prevail over these General Terms and Conditions of Service, unless the exception is written and approved by signature on the final, firm and definitive Translation Services Order Confirmation.

The performance of any Translation Services by the Service Provider implies the acceptance by the Client of these General Terms and Conditions of Service and the waiver of the Client's own General Terms and Conditions of Purchase. Any other terms and conditions are unenforceable on the Service Provider, unless the Service Provider has accepted the terms in writing. This applies regardless of when said terms and conditions may have been brought to the Service Provider's attention.

Not invoking any one of these General Terms and Conditions of Service at any point in time cannot be construed as a waiver of the right of the Service Provider to invoke said terms and conditions at a later time.

3. Orders and Quotes

In general, before a Translation Services order is accepted, the Client will receive a free quote provided by the Service Provider on the basis of the documents to be translated or on the information provided by the Client.

The quote sent to the Client by the Service Provider, by email or by post, will specify:

- The source content or the number of words submitted for translation.
- The language combination.
- How the price of the Translation Services is determined. The Translation Services are invoiced either on a flat-rate basis, on the basis of time spent (per hour), or on the basis of the Service Provider's rates applied on the day the quote is drawn up - per source word (i.e. per word contained in the text to be translated), per target word (i.e. per word contained in the translated text) as counted using the word count feature in Microsoft Word (Tools > Statistics) or using a Computer-Assisted Translation (CAT) program, or per line or per page.
- The time necessary for completion of the Translation Services or the delivery date of the Translation Services.
- The format of the documents to be delivered in the event of a specific layout request.
- Any price surcharges applied for emergency translations, specific terminology research or any other request outside the scope of the usual services provided by the Service Provider.

To receive a firm and definitive Translation Services Order Confirmation, the Client must send back the unmodified quote to the Service Provider - if the quote was sent by post, signed along with the written words “bon pour accord” (signed and approved), or if the quote was sent by email, with written confirmation of the Client's acceptance of the quote. The Service Provider reserves the right to not begin working on the translation until they have received an accepted quote from the Client.

If the quote has not been accepted by the Client in accordance with the terms defined above before the deadline specified the quote or failing this, within one (1) month from the date the quote was sent, the quote shall be considered to have expired.

The Service Provider reserves the right, after having informed the Client, to increase the rates for the Translation Services and/or to not meet the delivery deadline specified in the Translation Services Order Confirmation in the following situations:

1. Changes or additions made by the Client to the texts to be translated, proofread or edited after the quote was drawn up by the Service Provider, in which case the Service Provider reserves the right to adjust their rates according to the amount of content or the additional working hours estimated or requested.
2. If all or part of the source text was not yet provided when the quote was drawn up.
3. If the quote was drawn up based on an approximate number of words and an extract of the content provided by the Client.
4. The absence of clear instructions from the Client specifying the scope of the editing project and their desired results when drawing up the quote.

The Service Provider reserves the right to defer the Translation Services until they receive written acceptance from the Client of the new delivery deadline or the new pricing.

Unless otherwise agreed upon in the quote, any costs incurred for the completion of the Translation Services (travel, express or registered mail costs, etc.) are to be borne by the Client.

Any decision to grant a discount or a lower rate, or to apply a sliding scale rate based on a certain percentage or a flat rate (per page, per line or per hour), remains the sole discretion of the Service Provider, and solely for the Translation Services concerned. Under no circumstances do any discounts or rebates constitute an acquired right by the Client for the same on subsequent Translation Services.

If the Service Provider does not send the Client a quote, the Translation Services may be confirmed by email exchange and the Translation Services will be invoiced according to the customary rates applied by the Service Provider or according to any other rate agreed upon by both the Service Provider and the Client in writing by email. Any validation by the Client of the deadline sent by the Service Provider constitutes confirmation of the order.

4. Evidence

For the purposes of proving that the quote has been accepted, the Client agrees to consider as equivalent to the original and as clear evidence of the acceptance of the quote, emails, paper copies and digital copies.

5. Deposit

Any order exceeding one thousand (1,000) euros before tax may be subject to a deposit request, the percentage of which will be specified in the quote. In such cases, the Translation Services will only begin after the deposit has been received.

6. Delivery Deadline

Once the Service Provider has received all of the documents relating to the Translation Services, the delivery deadline specified in the quote is only applicable if the Client confirms their order before the quote acceptance deadline, in accordance with the terms and conditions set out in section 3 above.

The delivery deadline, confirmed by email after receiving the accepted quote from the Client, is set according to the Service Provider's current workload.

7. Obligations of the Service Provider

The Service Provider will endeavor to complete the Translation Services according to the Client's instructions and in compliance with the practices of the profession. They will make every effort to incorporate the information provided by the Client (glossaries, visual aids, acronyms, etc.) into their Translation Services. The Service Provider cannot be held liable in the event of an inconsistency or ambiguity present in the original text. It is the sole responsibility of the Client to check the technical consistency of the final translated text.

8. Obligations of the Client

The Client undertakes to make available to the Service Provider all of the texts to be translated, proofread or edited, as well as all information necessary for understanding the source text and the translation project and, where applicable, the specifications and all documents necessary for the completion of the Translation Services. Should the Client fail to provide this information to the Service Provider, the Service Provider cannot be held liable for any non-conformities or missed deadlines.

The Client has a period of ten (10) workdays from receipt of the deliverables to communicate in writing any disagreement as to the quality of the Translation Services. Once this period has elapsed, the Translation Services will be deemed to have been duly performed and no claims will be accepted.

As such, the Client agrees to consider as proof of delivery any acknowledgment of receipt by post or by email.

9. Confidentiality

The Service Provider undertakes to maintain the confidentiality of the private and proprietary information they learn before, during and/or after the Translation Services are provided. The originals will be returned to the Client upon written request.

The Service Provider cannot be held liable for the interception or misappropriation of information during the transfer of data, especially via the Internet. It is the responsibility of the Client to inform the Service Provider prior to or at the time of the order of the Translation Services, of the data transfer methods or protocols they want to be implemented in order to safeguard the confidentiality of any private or proprietary information.

10. Personal Data Protection

The Service Provider collects personal data concerning the Client (title, last name, first name, company name, mailing address, telephone number, email address) when providing the Translation Services. This data is used to send the Client quotes, invoices and the information required to provide the Translation Services, as well as promotional information about the Service Provider's services.

The data collected is subject to data processing carried out by the Service Provider and is kept securely for the purpose of carrying out the Translation Services, which are the subject of these General Terms and Conditions, and in compliance with legal and regulatory obligations.

The person responsible for data processing and protection is Florencia Ribeiro — 21 rue Antigna, 45000 Orléans — florencia.ribeiro@outlook.com. Any access to this personal data is strictly limited to this person.

The data collected may be communicated to a third party under contract with the Service Provider's company for the performance of subcontracted tasks (hereinafter, "the Subcontractor").

The Subcontractor is required to comply with these General Terms and Conditions. The Service Provider is responsible for making sure that the Subcontractor provides the same sufficient guarantees regarding the implementation of the appropriate technical and organizational measures so that the data processing meets the requirements of the European General Data Protection Regulation (GDPR).

In the event of a data breach, the Service Provider will inform the Client as soon as possible, and will inform the Commission Nationale de l'Informatique et des Libertés (CNIL - the French Data Protection Authority) within seventy-two (72) hours of becoming aware of the breach.

In accordance with the French Data Protection Act no. 78-17 of January 6, 1978, as amended by Act no. 2004-801 of August 6, 2004, and by European Regulation no. 2016/679/EU, the Client has the right to access, rectify, delete their personal data, as well as to the portability of data concerning them, along with the right to object to the data processing for a legitimate reason. These rights may be exercised by contacting the person responsible for data processing and protection at the mailing address or the email address mentioned above, along with an enclosed valid proof of identity.

For more information or to file a claim, the Client can contact the Commission Nationale de l'Informatique et des Libertés (www.cnil.fr).

Personal data is kept for five years after the end of the current year. If, at the end of this period no further commercial relationship has been established, the data will be deleted from the Service Provider's servers.

However, once the Client has placed an order, and even in the event of a request to delete an account, the Service Provider must keep the personal data appearing on their invoices and Order Confirmations for ten (10) years from their date of issue (section L-123-22 of the French Commercial Code).

11. Format

The deliverables of the Translation Services are sent to the Client by email and in the format specified in the quote, or failing this, in the same format as the original document. Upon request, delivery may be made by post. Any other means of data transfer or any other format must be specifically agreed upon in writing between the Parties and may be subject to additional fees.

12.Liability

The Service Provider's liability is limited solely to the amount of the invoice for the Translation Services.

Under no circumstances shall the Service Provider be held liable for claims arising from stylistic nuances or changes made to the deliverables without their written authorization.

Please note that the delivery deadlines provided are indicative only, and failure to meet the deadlines cannot in principle result in any penalties for late delivery. In any event, the Service Provider cannot be held liable for any direct or indirect damages caused to the Client or to third parties as a result of a late delivery, due in particular to force majeure or any issues in making the delivery.

13.Corrections and Proofreading

Unless otherwise agreed upon in writing, any corrections or proofreading will be invoiced at the current hourly rate.

However, in the event of a disagreement on certain points of the Translation Services provided, the Service Provider reserves the right to correct the translation in cooperation with the Client.

If the deliverables of the Translation Services are to be published, the Service Provider will be sent the Printer's Proof for proofreading.

14. Payment Terms

All Translation Services will be billed by an invoice in PDF format sent by email to the Client. The Client agrees to accept digital invoices in lieu of paper invoices. Unless otherwise specified, the full amount of the Translation Services must be paid within thirty (30) calendar days from the date the invoice was issued.

If payment is made by check or bank transfer from abroad, all fees pertaining to currency exchanges or bank charges are to be borne by the Client and will either be subject to a flat rate surcharge specified in the quote, or subsequently billed in full to the Client.

No discounts are granted for payment in advance.

The deliverables of the Translation Services will remain the property of the Service Provider until full payment for the Translation Services has been received.

As these General Terms and Conditions of Service are the subject of an agreement between the Service Provider and the Client, the payment of the Translation Services cannot be subject to the verification, approval or payment of any other party.

In the case of business clients alone, it should be noted that in the event of an overdue payment, all other orders in progress will be automatically suspended until full payment has been made, and the Client will be liable, without the need for prior formal notice, for overdue payment interest, set at ten percent (10%) per month from the first day following the payment deadline, applied to the total amount of the invoice before taxes, to which will be added a flat rate indemnity for collection fees to the amount of forty (40) euros, in accordance with article D.441-10 of the French Commercial Code.

The Service Provider will not accept any new orders from the Client until they have received full payment of the amounts due.

15. Intellectual Property

Before submitting a document to the Service Provider for translation, proofreading, or editing, the Client must ensure that they have the right to do so. The Client must therefore be the author of the original document or have obtained prior written agreement from the document's copyright holder.

Failing this, the Service Provider cannot be held liable in any way if all or part of the documents provided by the Client infringe on the intellectual property rights or any other rights of a third party or any applicable

regulations. If such is the case, the Client shall be solely liable for any damages and the financial consequences arising from their sole negligence.

Furthermore, the Client acknowledges that a translation constitutes a new document whose copyright is jointly held by the author of the original document and the Service Provider. Consequently, in the case of services of a literary or artistic nature, and without prejudice to their economic rights over their work, the Service Provider reserves the right to require that their name be mentioned on any copy or publication of the deliverables of the Translation Services, in accordance with section L.132-11 of the French Intellectual Property Code.

16. Cancellation

Any cancellation of an order that has already begun to be translated, for whatever reason, must be notified to the Service Provider in writing. The work already completed will be invoiced to the Client at one hundred percent (100%) of the original amount and the remaining work will be invoiced at fifty percent (50%) of the original amount.

17.Dispute Resolution

In the event of a dispute of any nature whatsoever, the Parties shall endeavor to settle out of court any dispute arising from the signature, interpretation or execution of these General Terms and Conditions of Service.

The Parties agree to make every effort to ensure the success of the settlement out of court. They undertake to act in good faith. They also agree not to take the dispute to court for a period of four (4) months following the sending by either Party of the first written notice concerning the dispute, and acknowledge that any proceedings that contradict this agreement may be grounds for a dismissal of the proceedings or failing this, as an obstacle to any settlement of the dispute out of court, and as grounds to require payment to the other Party of the sum of one thousand five hundred (1,500) euros.

Failing the dispute being settled out of court within a maximum period of four (4) months, the Commercial Court of Paris shall have sole jurisdiction in the event of any dispute of any nature whatsoever or relating to the establishment or execution of the Translation Services, unless the Service Provider prefers to bring the matter before any other court which has jurisdiction.

This clause applies even in the event of summary proceedings, incidental claims, multiple defendants or warranty claims, and regardless of the method and terms of payment, without any jurisdictional clauses in the Client's documents being an obstacle to the application of this clause.

Date of version: 28 August 2025