

# General Terms of Business for Commissioned Translation Work



Terms of Business set out the conditions upon which Polybri Translations will accept work from clients.

## 1. Definitions

In the following terms of business, **the Translator means:**

Manuel Huygen Polybri Translations

44, rue de Vern 35200 Rennes (France)

**The Client means** the person or the company to whom the Services are provided.

## 2. Copyright

The Client warrants to the Translator that the Client has full right, power and authority to have the material translated, and that the translation of the material by the Translator will not result in the infringement of any existing copyright. The Client agrees to indemnify and save harmless the Translator against any claim, action, loss or damage incurred by the Translator as a result of any breach of this warranty.

Translations are protected works under the Berne Convention and may not be reproduced or otherwise used in breach of the Translator's copyright. The Translator hereby assigns his copyright in the work contemplated herein to the Client, but such assignment is conditional upon the Translator having received full payment for services rendered, in accordance with the fee quotation for the work and these terms of business.

Polybri Translations - 44, rue de Vern 35200 Rennes (France)

<https://www.polybri.com>

[manuel.huygen@polybri.com](mailto:manuel.huygen@polybri.com) - (+33) (0)671496216 - VAT : FR43838963551

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## 3. Confidentiality

The Translator undertakes to treat any information acquired in the course of the work as a professional secret and shall never disclose such information to any third party.

## 4. Client's amendments

Any modifications or additions to the text to be translated or any revision by the Client to the text to be translated once the work of translation has begun shall be counted as additional work and invoiced at the agreed rate.

## 5. Cancellation of the work

If the request for translation is cancelled while the contract is being performed, the Client will pay a cancellation fee of 40€ plus compensation at the agreed rate to the Translator for the work already performed, up to a maximum amount equivalent to the total contract value.

## 6. Liability of the Translator

In the event of the Client not being entirely satisfied with the Translator's work, **Translator** notification of the specific issues found in the translation must be received no later than 10 calendar days from the date of delivery and no claim shall be considered after this date.

The liability of the Translator shall not exceed the total value of the contract.

The Translator shall not be liable for alterations made to his work by other persons.

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## 7. Payment

Payment, minus any amount already paid on deposit, shall be made within 30 calendar days of the invoice date, by wire transfer, cheque or money order. Interest at the rate of 10% per month, effective from the first calendar day following the payment deadline indicated on the invoice, will be charged on all overdue balances.

All wire transfer fees and other charges incurred in remitting payment (including intermediary and correspondent bank charges) are payable by the Client. The Translator reserves the right to invoice the Client for any bank charges deducted from the payment.

The contract for the work is established between the Translator and the Client, and payment of the Translator's fee is not contingent on the review, approval or payment of any third party.

## 8. Credit

The Translator shall not accept any new work from the Client before having received full payment of previous contracts.

## 9. Acceptance

All translations commissioned by the Client imply the Client's full acceptance of these terms of business. No other terms of service are in effect until approved in writing by the Translator.

## 10. Governing law

This Agreement shall be governed, construed, and enforced in accordance with the laws of France. The parties submit to the exclusive jurisdiction of the French courts to resolve any contractual dispute.