



## GENERAL TERMS OF SALE

### PREAMBLE

These General Terms of Sale govern all services provided by PASSWORD EUROPE, regardless of their content, form or where they are performed, including, but not limited to, translation, editing, desktop publishing, subtitling, transcription, and testing.

They constitute the entire agreement between PASSWORD EUROPE and the Customer with respect to its purpose. These terms are provided on PASSWORD EUROPE's website, and each Customer can read them before placing an order by following a link to the relevant page. These terms take precedence over all prior oral or written agreements and proposals between the parties.

Placing an order for services provided by PASSWORD EUROPE implies the Customer's full and unconditional acceptance of these General Terms of Sale. No special terms shall, unless formally agreed upon in writing by PASSWORD EUROPE, take precedence over the General Terms of Sale. Any other terms offered by the Customer shall, in the absence of an express agreement, not be considered binding for PASSWORD EUROPE, regardless of when they are brought to the latter's attention.

### 1. ORDER – QUOTE

1.1 Each order placed by the Customer shall be preceded by a quote.

1.2 Prices and delivery times indicated in the quote assume that the Customer shall provide all elements needed to provide the service in a timely manner.

1.3 The quote is based on the documents or other items provided by the Customer. It shall be emailed to the Customer and include the price and delivery time. Quotes

drawn up without having received the actual documents to be translated are provided for information purposes only. PASSWORD EUROPE shall not be bound by the quoted amount once it obtains said documents.

1.4 Orders shall be confirmed by email, with a written acceptance in the body of the email and the quote attached to it, or by returning the signed quote with mention of the word “approved,” or by sending a purchase order issued by the Customer.

All orders placed imply the Customer’s full acceptance of the General Terms of Sale.

## **2. MODIFICATION AND CANCELLATION**

2.1 Once the quote is accepted, any request for additional services, including any changes in the Customer source documents that need to be incorporated into the target documents, or any subsequent modification to the quote must be made in writing.

2.2 In all cases, if PASSWORD EUROPE considers the Customer request feasible, any service not included in the initial quote shall be billed as extra and the delivery time shall be rescheduled depending on the additional services requested.

2.3 Any modification or cancellation, even partial, of a service order shall only be considered if the Customer agrees to pay all costs already incurred by PASSWORD EUROPE for said service. All completed work, in whole or in part, shall be charged to the Customer in proportion to the costs incurred.

## **3. SERVICE RECEPTION AND EXECUTION**

The documents to be translated are normally sent by the Customer in digital form by email, via FTP or a file-sharing platform, or as paper copies. They shall be sent along with any document the Customer deems appropriate to assist PASSWORD EUROPE in its mission, including glossaries, dictionaries, terminology databases or translations previously completed and approved by the Customer.

PASSWORD EUROPE may contact the Customer for more details when source documents present a lack of clarity. However, if necessary, PASSWORD EUROPE reserves the right to translate to the best of its knowledge and in accordance with the overall meaning of the text.

PASSWORD EUROPE shall perform its services in accordance with best trade

practices and within the constraints imposed by the Customer.

PASSWORD EUROPE shall take every measure necessary to ensure delivery of ordered work by the scheduled delivery time as indicated on the quote accepted by the Customer.

If the Customer's assistance is required, or agreed upon in advance, for PASSWORD EUROPE to perform the service, the scheduled delivery time shall be extended until such time as the Customer has fulfilled this obligation.

In the event of a delay caused by a) Modifications made by the Customer b) Problems related to third-party products (software), the delivery time or date shall be postponed accordingly.

PASSWORD EUROPE shall not be held liable for failure to respect deadlines in the event of a labor dispute, acts of abuse, and other unavoidable circumstances.

PASSWORD EUROPE shall not be held liable for delays and errors that may arise due to an ambiguous, incorrect, or incomplete order from the Customer.

## **4. DELIVERY**

4.1 The time for delivery is stated in the quote, and the delivery date shall be determined once PASSWORD EUROPE receives the quote duly accepted by the Customer as stipulated in paragraph 1.4.

4.2 Documents are considered delivered to the Customer as soon as they are sent by PASSWORD EUROPE, either by email or by any other file transfer method that provides proof of delivery or a notification of transfer. PASSWORD EUROPE shall not be held liable for delays resulting from delivery by fax, email, postal mail, or any other means of delivery not directly controlled by PASSWORD EUROPE.

4.3 If the delivery deadline can not be met due to force majeure, as defined by French courts, PASSWORD EUROPE reserves the right to cancel the contract or request a reasonable extension of the delivery deadline.

4.4 PASSWORD EUROPE uses and regularly updates its anti-virus software to ensure the safety of its files. When sending files by email or by any other remote means of transfer, the Customer must check the transferred files and documents. In the event the Customer fails to check them, PASSWORD EUROPE shall not be held liable for damages due to the loss of data or other damages caused by any virus that may originate during the transfer.

4.5 Delivery by the agreed upon deadline shall be contingent on the Customer having met any and all of its obligations toward PASSWORD EUROPE.

## **5. PRICE – PAYMENT TERMS – PENALTIES**

5.1 The prices of PASSWORD EUROPE are expressed in euros or in a foreign currency, net of taxes, without discount for early payment.

5.2 Payment shall be made, unless otherwise agreed upon in writing, within 30 days of the date of the invoice to the bank account specified by PASSWORD EUROPE.

Payment at the time of ordering may be requested for new customers or individuals.

In the event of a large volume of orders, a deposit may be required or payment in installments corresponding to the project delivery timetable.

Pricing on rush orders that require overtime, night work or work on Sunday or holidays, shall be charged 25% to 100% more of the base price.

5.3 In the event of late payment, as a penalty clause and pursuant to the law 92-1442 of December 31, 1992 as amended, the Customer shall automatically be liable for late payment penalties of one and a half time the prevailing base legal interest rate applied to the entire sum due.

5.4 PASSWORD EUROPE reserves the right to suspend any orders in progress and/or interrupt delivery until the Customer has paid for the services and settled amounts in arrears, plus any interest and collection fees it may be owed.

5.5 In the event of non-payment, any publication or total or partial reproduction of the delivered documents is illegal. PASSWORD EUROPE reserves the right to prosecute infractions immediately, and demand compensation deriving from copyright protections.

## **6. CUSTOMER OBLIGATIONS**

6.1 The Customer shall send PASSWORD EUROPE documents to be translated that are legible and comprehensible. Failing such, PASSWORD EUROPE reserves the right to not undertake the translation, and shall therefore not be held liable for not performing the service.

6.2 During the translation process, the Customer must notify the PASSWORD EUROPE as soon as possible of any changes affecting the content or format of the

final document to be delivered. Any changes will be subject to a price adjustment by agreement between the two parties.

6.3 Documents to be translated must not contain defamatory, racist or offensive content, pro-Nazi propaganda, pornography or other content whose legality could be called into question. In such a case, PASSWORD EUROPE may decide not to perform the service.

## **7. PASSWORD EUROPE OBLIGATIONS**

7.1 PASSWORD EUROPE agrees to make every effort to provide a high, professional level of translation service quality.

7.2 PASSWORD EUROPE also agrees to make every effort to deliver the service to the Customer within the agreed upon time frame.

7.3 PASSWORD EUROPE agrees to have its translator resources work exclusively into their native language.

## **8. TRANSLATION ERRORS – DISPUTES**

8.1 The Customer is responsible for reviewing service deliverables after their reception. After a period of 15 days, the deliverables shall be deemed accepted by the Customer and any dispute shall be inadmissible.

8.2 With regard to translations, the dispute may only relate to an error signaled in the translation of the delivered text. Subjective assessments are therefore excluded from the scope of any dispute.

PASSWORD EUROPE shall not be held liable for translation errors due to information that is incorrect, incomplete or not provided on time by the Customer, or as a result of an incorrect or illegible source text.

8.3 Any disputes should be brought to the attention of PASSWORD EUROPE in writing, indicating the error detected and the corrective action desired by the Customer.

8.4 PASSWORD EUROPE agrees to make every effort to perform the corrective action requested as soon as possible.

8.5 Errors detected and corrected by PASSWORD EUROPE shall not justify non-payment of the entire invoice.

8.6 Even when errors render the document unacceptable by the Customer, the liability of PASSWORD EUROPE is limited to the amount of the corresponding invoice.

## **9. CONFIDENTIALITY**

9.1 All texts are kept confidential. PASSWORD EUROPE agrees never to disclose or use the information it is privy to, beyond what is required to perform its services. Likewise, PASSWORD EUROPE requires the same level of confidentiality from its suppliers.

9.2 With regard to the electronic transmission of text and data or other forms of electronic communication between the Customer, PASSWORD EUROPE, and any third parties responsible for performing services, we can not guarantee an absolute non disclosure of professional information and trade secrets, because of the impossibility of preventing unauthorized third parties from accessing texts transferred electronically.

9.3 The Customer hereby agrees that their name may be sent to prospective customers upon request for a list of PASSWORD EUROPE's references.

## **10. WARRANTIES AND RETENTION OF DOCUMENTS**

10.1 PASSWORD EUROPE agrees to keep records or files it has been sent to perform its services for a period of 90 days.

10.2 Beyond the period of 90 days, PASSWORD EUROPE shall not be held liable for the non-conservation of delivered documents.

10.3 PASSWORD EUROPE has taken out liability insurance that covers all damages, including to documents it has been entrusted with. However, PASSWORD EUROPE does not accept responsibility for any loss or damage to documents it has been entrusted with, as a result of force majeure or loss while being delivered by fax, email, postal mail, or other means of transmission.

## **11. JURISDICTION**

All disputes relating to the interpretation or enforcement of these General Terms of Sale shall be subject to the exclusive jurisdiction of the Commercial Court of Paris.