

**CDAM NETWORK**  
**GENERAL TERMS AND CONDITIONS FOR SALE OF SERVICES**

**1. Applicability and Enforceability of General Terms and Conditions for Sale of Services**

The acceptance of a fee quotation by a client of one or more translators from the CDAM Network (the “**Client**”) shall also constitute such Client’s full and unreserved acceptance of these CDAM Network Terms and Conditions for Sale of Services (hereinafter referred to as the “**Terms & Conditions**”). Any special terms or modifications to the Terms & Conditions must be expressly agreed in writing by the Client and the relevant CDAM Network translator (hereinafter referred to as the “**Translator**”).

All translation services performed by a Translator shall be exclusively governed by these Terms & Conditions. Any other terms and conditions (e.g., Client’s terms and conditions of purchase) shall not be enforceable against the Translator absent such Translator’s prior express and written agreement.

**2. Quotations and Orders**

Each order for services placed by the Client shall be preceded by a free fee quotation which may be issued by any written means (including by email) by the Translator on the basis of the documents and information furnished to such Translator by the Client.

The fee quotation prepared by the Translator will include the proposed fee for the translation service, the date of delivery of the translated document(s) and the date by which the fee quotation must be accepted by the Client.

The Client may confirm its order by accepting the fee quotation by any written means (including by email) prior to the expiration date set forth in the fee quotation, which acceptance shall be irrevocable. After such date, the fee quotation will automatically become null and void, and any services to be performed shall be agreed between the Client and the Translator pursuant to a new fee quotation.

**3. Delivery**

The delivery date stated in the fee quotation shall be binding only if: (i) the Client confirms its order before the fee quotation’s expiration date; and (ii) the Translator has received from the Client all documents that are necessary for the performance of the relevant translation services.

**4. Translator’s Obligations**

The Translator shall use its best efforts to provide the Client a translation that is as faithful as possible to the source document provided by the Client and that complies with professional standards. The Translator will make every effort to include in the translation the information provided to it by the Client (e.g., glossaries).

The Translator shall not be held liable for any inconsistencies or ambiguities in the source text, and the Client shall be solely responsible for verifying the final translation’s technical coherence.

## **5. Client's Obligations**

The Client shall provide the Translator with all of the texts to be translated, all technical information required for the purpose of comprehending the source document and, as the case may be, the specific terminology required to be used in the translation. If the Client does not provide the Translator with all such necessary documents and information, the Translator shall not be held liable should the translation not meet the Client's expectations or if it is delivered late.

## **6. Confidentiality**

The Translator agrees to keep confidential the information provided to such Translator by the Client prior to, during and after the performance of any translation services for such Client.

Any original documents furnished to the Translator shall be returned to the Client or destroyed upon the Client's request.

The Translator shall not be held liable in the event that any information transmitted between the Client and the Translator is intercepted or misappropriated by a third party during a data transfer, including via the Internet.

Therefore, before or when placing an order for services, the Client must notify the Translator of the specific data transmission method it requires to be implemented, if any, for the purpose of maintaining the confidentiality of the transferred information.

## **7. No Legal Advice**

Any translation services provided by the Translator do not constitute legal services and as such no client-lawyer relationship will be established or exist between the Translator, on the one hand, and the recipient and/or beneficiary of such services, on the other.

CDAM Traductions is not a law firm and the Translator will not render any legal advice.

Any communications between the Translator and the recipient and/or beneficiary of such translation services will not be protected as attorney-client privileged communications

## **8. Liability**

The Translator's liability based on any grounds whatsoever is hereby expressly limited to the amount actually paid by the Client to the Translator in respect of the furnished translation services and set forth in the relevant invoice.

Under no circumstances shall the Translator be liable for any claims based on or relating to stylistic nuance.

## **9. Payment**

Unless otherwise agreed and expressly indicated in the fee quotation, invoices are payable net, without discount, within 30 days of their issue date.

In the case of payments made by check or wire transfer from abroad, all forex and banking fees shall either give rise to a fixed surcharge to be specified in the fee quotation or will be billed back in full to the Client.

In the event of a late payment, any work in progress may be suspended as of right and until such time as full payment is received. In addition, the Client shall be liable to pay interest on the outstanding invoice amount at a rate of 1.5 times the statutory interest rate in effect, without any formal notice by the Translator being required.

A translation shall remain the property of the Translator until such time as payment in full for such translation has been received by the Translator.

#### **10. Intellectual Property**

The Translator shall in no way be held liable if all or part of a document or text provided by a Client infringes upon the intellectual property rights or other rights of third parties, or any other applicable laws or regulations.

#### **11. Cancellation**

In the event an order is cancelled for any reason while it is in the process of being performed by the Translator (which cancellation must be sent to the Translator in writing), the work that has already been performed by the Translator shall be invoiced to the Client at 100%, and the work that has yet to be completed shall be invoiced at 50%.

#### **12. Governing Law - Dispute Resolution**

These Terms & Conditions are governed by French law.

The Translator and the Client agree to attempt to resolve any dispute amicably and in good faith. Any dispute arising or resulting from these Terms & Conditions that has not been resolved amicably shall be subject to jurisdiction of the Paris *Tribunal de Commerce*.