



TERMS AND CONDITIONS OF SALE

(TCS 9h05 BFR)

1. Preamble

These Terms and Conditions of Sale apply to all 9h05 sales and to all work that is requested or commissioned by the client, hereinafter referred to as "the client." The TIN of 9h05, hereinafter referred to as "9h05 Inc.," is 1785516221461C, and its legal address is Chemin de la métropole, 33600 Pessac, France. With the exception of a written agreement between the client and 9h05 Inc., these Terms and Conditions of Sale apply to the business relationships between clients and 9h05 Inc. By signing these Terms and Conditions of Sale, both parties are considered to have acknowledged and accepted each of its clauses.

2. Prices and units of sale

Our fees are listed by word or by page and represent United States Dollars. One page may not exceed 300 words (three-hundred words). The fees mentioned in our advertising or in any external communications simply serve the purpose of providing information; 9h05 Inc. reserves the right to modify these fees without notice. Provided that the quote is current, only the fees indicated in 9h05's quotes may be considered a sales price as well as those fees specified in the final bill, also considered a final sales price. If the client so chooses, the proposed fees will be issued with a price quote by 9h05 Inc. to the client for approval. Unless otherwise mentioned, these prices do not include taxes. The word count for which the work is billed is final, may not be subject to appeal and are not grounds for providing any type of compensation. The prices for the services of 9h05 Inc. may be found at http://www.9h05.com/wa_files/9h05-rates.pdf

3. Payment

The bills issued by 9h05 Inc. are to be paid in the European Union, unless an alternative is established through a written agreement approved by both parties. In order to proceed with the translation process, the client must pay at least 50% of the total amount, unless stated otherwise in writing. Bills issued by 9h05 Inc. are to be paid no later than thirty days (30 days) following its issuance. If this period has passed and if the payment is not made, 9h05 Inc. reserves the right to apply interest equivalent to the annual inflation rate for each day the payment is delayed in addition to a \$100 USD administrative fee. An unpaid bill of services is grounds for 9h05 Inc. to cancel any service that is in process, in which case the client may not make a claim for damages.

4. Effective date of quotes

The quotes issued by 9h05 Inc. are effective for five days (5 days) after they have been emitted, unless written notice is otherwise provided. The amounts indicated in the quotes are those that will be included in the contract within this period and 9h05 Inc. is required to uphold these amounts. After this five-day period has passed, a different quote is to be issued for the same project. Regardless of the work that has already been completed, an increase or modification to a project incurs for an adjustment to the final cost.

5. On-line sale of translation services

By accepting our fees, the client acknowledges that they have read, understood and agree to our conditions of sale and agrees to enter into a binding contract for business purposes. The client is therefore legally obligated to pay all indicated amounts in bills issued by 9h05 Inc., whether they have decided to receive 9h05's services or not. The client is also required to pay and/or provide compensation for any job that has been undertaken by 9h05 Inc. 9h05 Inc. reserves the right to take any legal action in the case of the client's failure to comply to this contract.

6. Word count

The word count is always based off of the original document unless the original document is on paper, is a pdf or has copy or image protection.

7. Delivery periods and execution

The delivery periods stated by 9h05 Inc. are speculative and may be modified according to 9h05's operational capacity at the time of signing the final contract. In no case may the client claim damages in the case of a delay in delivery. Documents will be issued to the e-mail provided by the client in a digital pdf format, which is the standard format issued for any request, exclusive to any other. A different format may be issued upon client specification. Sworn translation will be issued in paper form, which is the standard form issued for any such request, exclusive to any other.

8. Valid forms of communication

All written communication is considered to be valid and binding, whether in paper form delivered by a messenger service or in person in the office of 9h05. This also applies to communications in electronic formats, including all e-mails exchanged between both parties. Implicit or oral communications are not valid whatsoever and may not be considered as binding.

9. Recargos

Due to the fee system used by 9h05 Inc., no additional fees apply to rush translations. The different prices for technical translations (specifically excluding sworn translations) depend on only one factor: time, also called "work rhythm." The daily rhythm of work (PERF %) for 9h05 Inc., at a 100% equivalent, is 1000 words a day, 150% is equivalent to 1,500 words a day, 200% is equivalent to 2,000 words a day, and 300% is equivalent to 3,000 words a day. 9h05 Inc. reserves the right to change the daily operational capacity of its branches according to the amount of its current projects and actual operational capacity. When it is not possible to do a word count from its original version, a 10% surcharge will be added. A fixed surcharge of \$100 USD will be added for performing a word count for projects that contain more than 100,000 words or more than 20 documents; this fee will not be charged if a purchase order for the translation of these documents is issued and received.

10. Grievances

9h05 Inc.

Términos y condiciones de venta

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All grievances related to the billing terms issued by 9h05 Inc. or to the work performed by 9h05 Inc. must be issued in a letter in a sworn statement before a notary public or its equivalent within a maximum seven-day period (7 days) from the date the bill is issued. In the letter, the client is to indicate the reasons upon which their complaint is founded, and if applicable, the invoice date and number. Any possible errors in the translation does not question the validity of the text in its entirety. When complaints with regard to errors in the text are brought upon by the client and are found to be relevant by 9h05 Inc., 9h05 Inc. will commit to correcting them as quickly as possible. The client is responsible for providing proof of the error. No error justifies a request for financial compensation.

11. Cancellation

A service order for a translation may only be cancelled in written notice issued to 9h05. In the case of a written cancellation for a job requested by the client and accepted by 9h05 Inc., if 9h05 Inc. already began to work on the job, the client agrees to provide compensation to 9h05 Inc. in an amount no less than 50% of the total cost in addition to (if applicable and according to the progress made on the project) the amount of the work that has been completed. Any costs that 9h05 Inc. has assumed in order to perform this work, if applicable, may also be charged to the client. The minimum billing fee is \$20 USD, taxes included.

12. Marketing

Unless a written request is otherwise provided, the client agrees to allow 9h05 Inc. to use its business name in text or in picture format and in digital or physical mediums, if applicable, for marketing purposes.

13. Confidentiality

Original, translated documents and/or computer files are held in strict confidentiality and are considered confidential by 9h05 Inc. 9h05 Inc. therefore commits to not share them with third parties without the client's previous consent. Exceptions to this include those documents that are of public or of general interest.

14. Intellectual property rights

The client is under the obligation to share documents with 9h05 Inc. whose intellectual property rights are possessed by the client. The client hereby releases 9h05 Inc. from any liability regarding a legal claim made by a third party. 9h05 Inc. retains all copyrights at all times. 9h05 Inc. is the rightful owner of the translated document until the bill has been paid in full. If payment is not made, 9h05 Inc. may use the translated document for any means they deem necessary. Once the total amount of the translation has been paid, the client is the property owner of the translation, and the moral ownership of the translation remains in the hands of 9h05 Inc. In compliance with international intellectual property rights agreements, the client is required to mention 9h05 Inc. in the translations they publish.

15. Liability

9h05 Inc. is not liable for errors that 9h05 Inc. deems to be not clearly evident. 9h05 Inc. is not liable for the content, precision, adequacy, writing quality, authenticity or legality of the original texts issued by the client. 9h05 Inc. may only be held liable for its work if the translated text is used in its entirety (including translator's notes, comments and remarks, if applicable), without it being decontextualized and without any additions or modifications being made to it. The quality of the source document is the exclusive responsibility of the client, and no claim may be made by the client if the quality of the original is reflected in the translation. 9h05 Inc. implements the principles of international translation standards EN-15038:2006 and ASTM F2575, among others. 9h05 Inc. applies the methods, techniques and types of translation that best fit the original document and that best serve the end purpose of the translation, in accordance with international best practices for translation.

16. Registered trademark

9h05® is a registered trademark, is patented worldwide and is property of Benjamin Xavier Amaury Aguilar. The owner reserves the right to the unrestricted use of its business name. Any use of the business name that appears on its forms, whether it is textual, a logo, auditory or other, in any type of medium -whether in physical or digital format- is strictly prohibited.

17. Non-competition agreement

The client agrees to not enter into any direct agreement for collaboration with 9h05 Inc. staff or subcontractors.

18. Applicable laws and resolution of disputes

In the case of a dispute regarding the validity, interpretation or execution of any of the clauses in these Terms and Conditions of Sale, the parties are subject to the laws of the French Republic.