

## Clause 1: Purpose

The general terms and conditions of sale described below detail the rights and obligations of the company Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, and of its client in connection with the sale of the following goods: Translation; Translation project management; Machine translation and post-editing; Revision, proofreading and correction; Management of linguistic databases; Consulting in linguistic solutions; Subtitling and transcription; Miscellaneous linguistic services; any other service resulting from an agreement between the seller and the client.

Any service provided by Hermès Traduction, a micro-company managed by Maximilien Dusautois, therefore implies the buyer's unreserved adherence to these general terms and conditions of sale.

## Clause 2: Price

The prices of the goods sold are those in force on the day the order is taken. They are denominated in euros and calculated net of tax. Consequently, they will be increased by the VAT rate and transport costs applicable on the day of the order.

The company Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, reserves the right to modify its prices at any time. However, it undertakes to invoice the goods ordered at the prices indicated when the order is registered.

## Clause n° 3 : Discounts

The proposed rates include the discounts that Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, may grant based on its results or the assumption of certain services by the buyer.

## Clause 4: Validation and cancellation of the order.

The validation of the quotation by signature is worth acceptance of the order and commits the customer to pay the said order.

The cancellation of the order remains possible at any time on the part of the customer and without reason.

However, if more than 50% of the service entrusted to the seller Hermès Traduction has been carried out by the seller, the full amount of the quotation shall be due. If the service has been performed at less than 50%, a sum equivalent to the percentage of completion of the service will be due. For example, if the progress of the translation is estimated at 25%, then 25% of the amount will be due.

## Clause No. 5: Terms of Payment

The payment of the orders is carried out :  
either by check ;  
or by bank transfer;

Except for an exception agreed between the customer and the salesman, no deposit will be asked at the time of the validation of the estimate. Payment shall be made upon delivery.

## Clause n° 6 : Late payment

In the event of total or partial non-payment of the goods delivered on the day of receipt, the purchaser must pay the company Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, a late payment penalty equal to three times the legal interest rate.

The legal interest rate used is that in force on the day of delivery of the goods.

As of January 1, 2015, the legal interest rate will be revised every 6 months (Ordinance n°2014-947 of August 20, 2014).

This penalty is calculated on the amount including all taxes of the amount remaining due, and runs from the due date of the price without any prior notice of default being necessary.

In addition to the late payment penalties, any sum, including the down payment, not paid on its due date will automatically give rise to the payment of a flat-rate penalty of 40 euros due for collection costs. Articles 441-6, I paragraph 12 and D. 441-5 of the French Commercial Code.

#### Clause no. 7: Resolutive clause

If, within fifteen days following the implementation of the "Late Payment" clause, the purchaser has not paid the outstanding sums, the sale shall be cancelled by operation of law and may give rise to an award of damages in favour of the company Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois.

#### Clause n° 8: Retention of title clause

Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, retains ownership of the goods sold until full payment of the price in principal and accessories. As such, if the buyer is subject to receivership or liquidation, Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, reserves the right to claim, within the framework of collective proceedings, the goods sold and remaining unpaid.

#### Clause n° 9 : Delivery

The delivery is made according to the terms set by the buyer (email, registered mail, delivery platform).

The delivery time indicated at the time of order registration is to be respected except in cases of force majeure or default on the part of the buyer.

Any delay in the delivery of the products may give rise to a penalty negotiation between the buyer and the seller.

## Clause n° 10 : Force majeure

The liability of the company Hermès Traduction, a micro-enterprise managed by Maximilien Dusautois, cannot be enforced if the non-execution or delay in the execution of one of its obligations described in these general terms and conditions of sale results from a case of force majeure. As such, force majeure means any external, unforeseeable and irresistible event within the meaning of Article 1148 of the Civil Code.

## Clause n° 11: Competent court

Any dispute relating to the interpretation and execution of these general conditions of sale is subject to French law.

Failing amicable resolution, the dispute will be brought before the Commercial Court of Dunkirk (Tribunal Commercial de Dunkerque).

Bailleul, January 13, 2021

A handwritten signature in black ink, appearing to read 'Dusautois', is written over a horizontal line. The signature is stylized and cursive.