



## SERVICE AGREEMENT TERMS AND CONDITIONS

Applicable for all services supplied by **Boutique Translation s.à.r.l.** with registered offices in 26, rue Antoine Meyer, L-2153 Luxembourg and VAT ID: LU13933146, **Martine Weitzel**, with residence in 26, rue Antoine Meyer, L-2153 Luxembourg and **Boutique Branding & Translation Ltd**, Wisteria Grange Barn, Pikes End, Pinner, London, HA5 2EX United Kingdom, hereinafter called **Boutique Translation**.

By approving and/or providing instructions to proceed with the given project, the Client enters into a Service Agreement ('Agreement') with Boutique Translation. By providing Approval, the Client represents and warrants that he has read, understood, and expressly agreed to be bound by the terms and conditions contained in this document (these 'Conditions') which shall apply to this Agreement.

### 1. Definitions

- 1.1 '**Additional Fee**' shall have the meaning set forth in Section 3.2 of these Conditions.
- 1.2 '**Client**' means the individual person or entity described in the Quote.
- 1.3 '**Approval**' shall have the meaning set forth in the introductory paragraph of these Conditions.
- 1.4 '**Delivery Date**' means the date Boutique Translation expects to provide the Deliverables to the Client as described in the Quote.
- 1.5 '**Errors**' shall have the meaning set forth in Section 3.4 of these Conditions.
- 1.6 '**Modifications**' means any revisions, alterations, amendments, changes, modifications, or other requests made by the Client to modify the Source Materials or the Deliverables, except for the correction of Errors.
- 1.7 '**Price**' means the price Boutique Translation charges the Client for the performance of Services, as described in the Quote: such a price shall be increased by any Additional Fees as become payable, and by any applicable taxes (in particular VAT) and charges (in particular bank charges) associated with the Agreement. The Price includes all services as described in the Quote and the account management.
- 1.8 '**Quote**' means the Boutique Translation services quote or proposal (or the last version thereof) which has been provided to the Client and to which the Client has given Approval.
- 1.9 '**Deliverables**' means the final, translated, formatted and/or localised version of the Source Materials or other work provided by Boutique Translation to the Client pursuant to the Services.
- 1.10 '**Services**' means the translation, formatting, typesetting, swearing or other related services the Client assigns to Boutique Translation as described in the Quote.
- 1.11 '**Source Materials**' means the documents, materials, and other items provided by the Client to Boutique Translation for Services under the Agreement.

### 2. Payment and Delivery Dates

2.1 **Delivery Date.** Boutique Translation shall make its best effort to perform the Services and provide the Client with the Deliverables by the Delivery Date. In the event Boutique Translation does not provide Client with the Deliverables on or before the Delivery Date, Boutique Translation shall notify the Client of the reason for such delay and provide the Client with a revised Delivery Date.

2.2 **Price.** Should the Client cancel the Services after providing Approval, Boutique Translation shall be entitled to payment of that part of the Price proportionate to the part of the Deliverables completed as well as any costs caused by cancellation. Should the cancellation be communicated after normal business hours, cancellation shall take effect the following business day.

**2.3 Payment of Price/Additional Fees.** Unless otherwise specified in the Quote the Price and any Additional Fees exclusive of VAT are:

- (a) payable within 30 days of the issue date of invoice;
- (b) payable in Euros;
- (c) payable by wire or bank transfer without deduction of transfer costs or bank charges;
- (d) will be invoiced within 7 days of delivery of the Deliverables unless the duration of the work exceeds one month where Boutique Translation shall be entitled to invoice for a due proportion of work completed in that month period.

Notwithstanding anything herein to the contrary, Boutique Translation shall be entitled to require that the Client pays a deposit up to the total Price prior to its commencement of the Services.

**2.4 Overdue Amounts.** In the event of the Client's failure to pay any invoice by the due date for payment, then (without prejudice to any other rights of Boutique Translation):

- (a) Boutique Translation shall be entitled to suspend further work on the same or any other order; and
- (b) interest shall be applied at the rate of 2% per month on any outstanding amount from the due date until payment in full.

**2.5 Collection Costs.** Should Boutique Translation need to engage the services of a law firm, solicitor, or debt collection agency to enforce, collect and secure any overdue amounts from the Client (collectively 'Collection Services'), the Client shall pay to Boutique Translation all costs of such Collection Services incurred by Boutique Translation.

**2.6 Copyright** in any translation shall be the property of the Company but will automatically pass to the Client on payment in full of all amounts outstanding under the Agreement.

### **3. Services**

**3.1 Quality.** Boutique Translation shall perform the Services using a qualified translator and/or resource and shall have the Deliverables checked by an experienced resource. Unless otherwise notified and approved by Boutique Translation (which approval shall be given or withheld at Boutique Translation reasonable discretion), Boutique Translation shall provide the Services according to Boutique Translation's usual and customary practice of basing the Deliverables on the usual and conventional meanings of the information and/or structure contained in the Source Materials. The Client acknowledges that where the Source Materials contain errors or have been submitted incorrectly, this may adversely affect the quality of the Services and of the Deliverables as well as the timing of the Delivery Date. The Client shall notify Boutique Translation of the purpose for which the Services are to be used and shall provide Boutique Translation with additional information upon Boutique Translation's request to assist with the Services. If the purpose is not disclosed, any translation will be for information purposes only.

**3.2 Modifications.** The Client may request Modifications after the Source Materials are submitted and/or after Boutique Translation has delivered the Deliverables to Client; however, Boutique Translation's performance of any such Modifications shall be subject to an additional fee (the 'Additional Fee') and a revised Delivery Date that Boutique Translation shall communicate to the Client. Boutique Translation shall be entitled to require that the Client pays the Additional Fee prior to making any such Modifications.

**3.3 Boutique Translation Warranty.** Boutique Translation warrants that the Services provided will in all material respects be a true and complete translation of the original information and a true representation of the original information; provided, however, that (i) translation services are subjective, (ii) the original information may be ambiguous, and (iii) any such translated information will reflect ambiguities contained in the original information.

**3.4 Errors.** Boutique Translation shall correct the following errors in the Deliverables free of charge: (a) clearly incorrect translation of words or information, (b) omissions of words or information, (c) typos, (d) failure to create the Deliverables according to this Agreement, and (e) grammatical errors (collectively, 'Errors'); provided, however, that the Client provides detailed written notification of the Errors to Boutique

Translation within 7 calendar days (or such other period of time as stated in the Quote) following delivery of the Deliverables (the 'Error Notice'). Personal stylistic preferences can only be classified as 'Errors' if the Client defines the styles and preferences clearly, and incorporates them in the description of work, before the Services are started.

**3.5 Limits on Liability.** Boutique Translation's sole obligation with respect to Errors shall be to correct the Deliverables and deliver the corrected Deliverables at no cost to Client. Notwithstanding the foregoing, Boutique Translation shall have no obligation to make corrections to the Deliverables if the Client has amended or in any other way altered the Deliverables since its delivery. Boutique Translation shall have no further liability for any Errors in the Deliverables or for breach of the warranty in Section 3.3 other than that expressly stated in this Section 3.4 and Boutique Translation is not responsible for any printing or production costs which the Client may incur as a result of Errors or a breach of the foregoing warranty. In no event shall either party be liable hereunder for any consequential, special, incidental, punitive or indirect damages of any kind, or for lost profits, data or business, even if the other party has been advised of the possibility of such loss or damages. With the exception of breach of Confidentiality (as described in Section 5. of these Conditions), intellectual property violations and infringement claims, the liability of Boutique Translation hereunder shall be limited to direct damages and shall not exceed in the aggregate, the fees actually paid for Services pursuant to the Deliverables which is the subject of the claim.

#### **4. Boutique Translation Disclaimers**

4.1 Except as specified in Section 3.3 of these Conditions Boutique Translation provides the services and the Deliverables without warranty of any kind including but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and without making any warranties that the Deliverables shall be accurate, correct, usable, reliable, meet client's expectations, be free of defects and secure. The parties agree that Boutique Translation shall not be liable under any other warranties.

4.2 Boutique Translation shall have no liability to the Client for any oral representation or statement (whether made innocently or negligently) made prior to the Client giving Approval. Information provided by Boutique Translation in its brochures or other published material, or on its website, are a general description only and do not form part of the Agreement.

4.3 Boutique Translation shall not be liable in respect of any obligations to the Client which it cannot fulfil for reasons beyond its reasonable control.

4.4 Boutique Translation shall not be responsible for any loss, corruption or interception of materials transmitted or sent to the Client whether over the internet or otherwise, but in such event shall forward a further copy to the Client.

4.5 The exclusion of liability in these Conditions does not apply to losses caused by fraud.

#### **5. Confidentiality**

Boutique Translation shall treat the Source Materials as sensitive and confidential. As such, Boutique Translation shall not use said confidential information for commercial purposes or distribute it among third parties not directly involved with the Services or not covered by non-disclosure agreements signed with Boutique Translation. Boutique Translation shall use reasonable care in maintaining the confidentiality of the Source Materials and will use said confidential information for the sole purpose of providing the Services requested by the Client. The Source Materials shall remain the sole property of the Client, but Boutique Translation shall be entitled to retain copies of the Source Materials and of the Deliverables for its records.

#### **6. Client's Representations and Warranties**

The Client represents and warrants to Boutique Translation that all information (including any VAT number(s)) provided by the Client to Boutique Translation for purposes of invoicing is accurate. The Client represents and warrants to Boutique Translation that the requested Services (as well as the

Source Materials and the Deliverables) are lawful and do not infringe on any third-party rights and in particular they do not constitute: (a) defamatory, blasphemous, obscene, stolen, or other unlawful material; or (b) confidential, proprietary, trademarks or copyrighted information belonging to a third party and are for lawful purposes only. Client represents and warrants to Boutique Translation that the Client (nor its legal successors, including under a singular title) shall not use the Services or the Deliverables for any materials (and purposes) that constitute: (a) defamatory, blasphemous, obscene, stolen, or other unlawful material; or (b) confidential, proprietary, trademarks or copyrighted information belonging to a third party (collectively 'Proprietary Information'), without first having provided to Boutique Translation a copy of the express written authorization of the person authorized to manage the Proprietary Information (the rightful owner of the Proprietary Information). These representations and warranties shall survive for the termination of the Agreement.

## 7. Indemnification

Client hereby agrees to indemnify, defend, and hold harmless Boutique Translation, its owners, directors, officers, members, employees, representatives, agents, successors, and assigns from and against any and all claims, damages, costs, and expenses, including legal fees, expert fees, and costs that may arise out of or incident to the Deliverables, Services, Source Materials, the Agreement, the Client's representations and warranties, infringement of copyright, trademark, patent, intellectual property, or proprietary rights of any nature whatsoever, in each case to the extent they are not directly caused by an intentional fault of Boutique Translation (or by an intentional fault of the above-mentioned persons, as appropriate). The Client further acknowledges, agrees, and waives any claims concerning Boutique Translation and the abovementioned persons for damages Client may suffer, including any claims against the Client made by any third party, arising from or relating to the Deliverables, Services, Source Materials, the Agreement, the Client's representations and warranties, infringement of copyright, trademark, patent, intellectual property, or proprietary rights of any nature whatsoever regardless of the nature of the claim or the cause of action or the theory of liability, except for any claims directly caused an intentional fault of Boutique Translation (or by an intentional fault of the above-mentioned persons, as appropriate).

## 8. Termination

Boutique Translation reserves the right to cancel the Agreement at any time prior to the Delivery Date (cancellation deadline) by way of written notice to Client (the 'Cancellation Notice') which will result in (a) returning any portion of the Deliverables that is completed at the time of the Cancellation Notice; and (b) refunding of any unexpended amount of the Price after deducting for the Services provided to Client.

## 9. Miscellaneous

**9.1 Transfer Prohibited.** The Client's rights and obligations under the Agreement may not be sold, assigned, or otherwise transferred.

**9.2 Enforceability.** In the event that any provision of the Agreement is found void or unenforceable, the provision shall nevertheless be construed so as to remain binding to the fullest extent possible and the remaining provisions of this Agreement shall be binding with the same effect as if the void or unenforceable provision or portion of a provision were deleted.

**9.3 Waiver.** The failure of either party to insist, in one or more instances, on performance by the other party in strict conformity with the terms and conditions of the Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any term or condition of the Agreement. The remedies in the Agreement are cumulative and are not exclusive of any other remedies provided by law or in equity.

**9.4 Law and Venue.** The Agreement shall be governed by the laws of Luxembourg. All financial disputes that arise or may arise out of the Agreement shall be submitted to the Luxembourg courts; a competent ordinary court in Luxembourg shall resolve all matters related to the Agreement.

9.5 **Entire Agreement.** The Agreement constitutes the entire agreement between the parties relating to the subject matter thereof. No change, amendment, or modification of the Agreement shall be valid unless the same shall be in writing and signed by the parties hereto.

These Terms & Conditions are valid as from 01/01/2017