



VOXAPPEAL.COM

TERMS AND CONDITIONS OF SALE OF MULTIMEDIA LOCALISATION SERVICES

Any order made to VoxAppeal implies acceptance of these Terms and Conditions of Sale by the Client and the precedence hereof over any conflicting clauses that may exist within the Client's own general conditions.

Definitions:

VoxAppeal: The Supplier, including any company or individual acting on its behalf.

Client: Any person or entity to which the Supplier has agreed to provide the specified Services under the present Conditions.

Conditions: The standard Terms and Conditions of Sale set out in this document.

Services: Translations, proofreading, text editing, transcriptions, writing, desk-top publishing, page layout, scripting, audio-visual recordings, post-production, audio editing and synchronisation and any other services that may be carried out by VoxAppeal in delivering a communication support or service in any language.

Order: The Client's purchase order to which these Conditions are annexed.

Us, we, our: Pertaining to VoxAppeal and/or any company or individual acting on its behalf.

GENERAL

1. VoxAppeal will be bound only by Orders made in writing.
2. VoxAppeal services consist of any service relating to means of communication in any language, through any media and any format, known or unknown at present (including text, image, icons, computer code, animation, audio, video, voices, recorded live or delayed, etc.). In particular, VoxAppeal is active in the fields of *translation*, *audio/video transcription*, *desktop publishing*, *page setting* and *image editing*, *voice talent casting*, *voice recording* in all categories (from institutional through advertising), simultaneous, consecutive or remote *interpreting*, *subtitling*, audio and video *post-production* and *localisation* and generally any service related to the above.
3. All services, media content and supports produced and/or delivered in respect of the Services ordered remain the exclusive property of VoxAppeal until their purchase has been paid for in full by the Client.
4. All amounts and turnaround periods detailed in estimates or quotes made by VoxAppeal are calculated in good faith on the basis of documents, information and specifications made available to us by the Client and as such, in the absence of any specific contract detailing such amounts, dates and periods, will not constitute grounds for refund or reduction in the case where they may differ from the amount on the invoice or the date of delivery, should the nature or volume of the service delivered differ from that stipulated in the documents and information provided for purposes of estimation.
5. In the case where supports, documents and source texts provided by the Client contain errors or defects requiring correction, modification or editing on the part of VoxAppeal, the Client accepts responsibility for the quality of such supports and their content as well as any costs incurred by VoxAppeal for any such correction, modification or editing, whether or not the errors or defects have been brought to light after the Order has been received.



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PAYMENT

6. VoxAppeal invoices are sent on delivery, whether acknowledged or estimated, of the services ordered. Unless provisions stipulating otherwise are accepted formally in advance by VoxAppeal, invoices are payable in full **on delivery**, in Euros. Any payment made later than 30 days after reception of goods or services ordered (*Article L441-6-I, 8^e alinéa, du Code de Commerce*, France) is subject to a late-payment charge equal to the biannual reference rate of the European Central Bank (ECB) applicable on 1st January or 1st July plus 10 percentage points (i.e. 10.05% (0.05+10) for charges due as of 1st January 2023). In addition, a compensation fee of €40 is applicable per re-invoice for recovery costs, without the necessity of a reminder and notwithstanding charges for further and outstanding recovery costs. Unless otherwise stipulated and formally agreed by VoxAppeal on its quote, sales contract or purchase order on which the order is based, this condition takes priority over any provision to the contrary contained in the Client's Terms & Conditions of Purchase. Should debt recovery require the involvement of a third party or legal action, a penalty of 10% will be applied as well as the costs of any such legal action.
7. Any product or service ordered by the Client and provided by VoxAppeal and used for professional or commercial purposes or exploited in any way by the Client will be considered to be accepted as is.
8. Any product or service that has not been contested within one week of its date of reception shall be considered to have been accepted as is.
9. In no circumstances, other than where expressly agreed by VoxAppeal, will corrections that may be necessary on translations or recordings delivered by VoxAppeal justify an exemption or discount with regard to payment. Any necessary corrections will be the responsibility of VoxAppeal who will carry them out. In no case will corrections carried out by the Client give grounds for any deduction in payment of the invoice.
10. Any author's alterations (AA's), as defined by the publishing industry, brought after delivery of the Order will be subject to supplementary charges.
11. VoxAppeal is bound by professional secrecy in all information concerning the Client and entrusted to us by the Client for the purposes of the Order or for estimation thereof. Unless otherwise stipulated expressly by the Client, hard- or soft-copy supports of Client media held in the archives of VoxAppeal will be kept available and at the disposal of the Client for a period of up to three (3) years after delivery. Supports will be destroyed immediately upon the express written instruction of the client.

AUDIO/VIDEO

12. The Client remains responsible for errors or anomalies and for the quality of supports and content of media, documents and/or texts provided and for any resulting charges resulting from corrections or modifications required after reception of the Purchase Order, be it for transcription, translation, subtitling, voice recording or any other audio or video work.

Commercial Use

13. These Terms and Conditions of Sale exclude any option for commercial use of any audio or video file produced by VoxAppeal, in total or in part, whether for the object of public sale, for distribution, for hire, or any other commercial object of the audio/video product including radio or television advertising or broadcast, whether at regional or national level or beyond, without the purchase of a specific licence for this purchase from VoxAppeal.



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14. Outside the national radio and television network, the *Licence for Use* of voice recordings ("voice-over", "narration" or "dubbing") in so-called "non-broadcast", by whatever means, on the rest of the web (other than national radio/TV media channel sites), in trade shows in-company broadcasting, for answering machines or voice servers, in one-off events or by other means is included in the basic rate of the recording, for a period of 1 year and limited to the defined point of Use (geographical location, URL, server, telephone number, dates of one-off events or tours, etc.) when the order is placed. Any usage outside this framework may require an extended licence (for more than one year or for multiple Use points).
15. Notwithstanding any performance rights assigned through the exploitation licence, the moral rights of the voice actor remain his non-transferable property. Any subsequent redesign, re-mixing, denaturalisation or reconstruction, not specified at the time of the order, is prohibited without specific clarification and the possible purchase of a specific additional licence.

Audio Recording

16. In the case where talents hired by VoxAppeal record in conditions and in studios prescribed by the Client and beyond the control and the supervision of VoxAppeal, VoxAppeal will not be held liable for any defects, compromise or shortcomings in the quality of the recorded product, whether in terms of technical specifications, style, expression or the aptitude of the recorded content for its intended use.
17. Unless provisions stipulating otherwise are accepted formally in advance by VoxAppeal, voiceover Orders are delivered to and accepted by the Client, either on the basis, in terms of identity, timbre and style, of samples provided in advance and accepted by the Client, or, in the absence of any reference sample, on the basis of the choice and initiative of VoxAppeal and in any case, according to relevant Best Practices and our criteria of quality. Any modification to the script or the specifications by the Client received after the date of the Order and requiring re-recording in full or in part will be invoiced in addition to the original Order.
18. Audio/video interpreting done in our studios is subject to the same conditions and constraints as "live" interpreting in terms of synchronisation, reaction time, audio quality and/or accents of voices as well as speaking rate on source files.

Video Editing

19. Video editing and compositing services are carried out in good faith according to the information provided by the Client. Any missing information resulting in delivery of a video file that does not conform with the expectations of the Client remains the responsibility of the Client. VoxAppeal will advise the Client in the case where any prescription on the part of the Client seems incomplete, but cannot assume responsibility for any specific requirement not detailed in the Purchase Order.
20. Notwithstanding §17 above, the quote for video compositing provided by VoxAppeal on the basis of source production files provided by the Client and including export of a target video file includes a maximum of two further exports to cover any detail (such as export format) not covered in the Purchase Order and may be supplemented by charges for work not specified in the Order. Where more than two (2) further exports are required, a minimum of €600 per export will be added to the invoice, excluding tax.





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Subtitling

21. In the absence of any specification on the part of the client with respect to the style, font family, font size, configuration (codecs, bandwidth, file container, etc.) of subtitling required, VoxAppeal will export these files according to its appreciation of compatibility in good faith. Any further adaptation required and re-export of a subtitled video will be invoiced as a supplementary charge according to the rate for the service, except where such modification constitutes correction of an error on the part of the supplier (with respect to the text, the format or the configuration defined in the Purchase Order or appended specifications).

INTERPRETING

22. In the case where an interpretation assignment is cancelled or a change of the due date causes the cancellation of the original engagement ordered from VoxAppeal:
 - within 30 days prior to the interpreting assignment, 30 % of the amount of the order will be invoiced to the Client;
 - within 20 days prior to the interpreting assignment, 50 % of the amount of the order will be invoiced to the Client;
 - within 10 days prior to the interpreting assignment, 80 % of the amount of the order will be invoiced to the Client;
 - within 72 hours prior to the interpreting assignment, the full amount of the order will be invoiced to the Client.

LEGAL

23. These *Terms and Conditions of Sale* are available at the following address:
<https://www.voxappeal.com/en/TermsAndConditions-VoxAppeal.pdf>
It is understood and accepted by both parties that the French version of these Conditions takes legal precedence over any other language version, which is given for information only. The French version is available at the following address:
<https://www.voxappeal.com/fr/CondGenDeVente-VoxAppeal.pdf>
These Conditions are subject to modification without notice; it is beholden upon the Client to record or print the Conditions applicable on the date that he makes his Order.
24. In the case of any dispute regarding the services of VoxAppeal or the application of these Conditions, the parties submit to the exclusive jurisdiction of the Rennes *Tribunal de Commerce*.
25. In accordance with common professional practices, the responsibility of VoxAppeal is limited to the amount of the corresponding invoices.

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