

1. Definitions

For the purposes of these Terms & Conditions, the following definitions apply:

"Aerolingua" refers to Aerolingua Translations, its employees, contractors, and authorized representatives.

"Client" refers to any individual or legal entity requesting or purchasing translation or related services from Aerolingua.

"Services" refers to translation, revision, terminology work, certification, or any other linguistic services provided by Aerolingua.

"Standard Translation" refers to a non-certified translation delivered for general, technical, regulatory, commercial, or operational use but not bearing a certification, seal, or sworn statement.

"Certified Translation" refers to a translation that includes a certification statement, seal, or signature recognized by an authorized certifying translator or governing body.

"Deliverables" refers to the translated files or documents provided to the Client upon completion of the Services.

"Quote" or **"Estimate"** refers to the pricing and conditions supplied by Aerolingua prior to commencing the Services.

"Order Confirmation" refers to the Client's acceptance—written or electronic—of the Quote, constituting a binding agreement.

2. Scope of Services

2.1 Aerolingua provides specialized translation services for the aerospace and aviation sector, including technical documentation, regulatory materials, commercial communications, training content, and related materials.

2.2 Aerolingua does not provide interpretation services, legal advice, engineering services, or consulting unless explicitly stated in writing.

2.3 The Client acknowledges that the Services are limited to linguistic work and do not include verification of the technical accuracy of source materials supplied by the Client.

2.4 Aerolingua reserves the right to refuse or discontinue Services if the content is unlawful, incomplete, illegible, of inadequate quality, or incompatible with the agreed scope.

3. Ordering Process & Acceptance of Quotes

3.1 All Services must be preceded by a Quote issued by Aerolingua. Quotes are valid for the period specified therein or, if unspecified, for 30 days.

3.2 The Client accepts the Quote by written or electronic confirmation. Once accepted, the Quote becomes an Order Confirmation and is legally binding.

3.3 By confirming the Quote—whether in writing, electronically, or through any explicit form of approval—the Client acknowledges having read, understood, and agreed to the entirety of these Terms & Conditions, without restriction.

3.4 Aerolingua will begin work only after receiving the Order Confirmation and, when applicable, payment in advance as required under Article 7.

3.5 The Client must provide final and complete source documents prior to the start of translation. Any modification to the source files after project initiation may result in additional charges and revised delivery timelines.

3.6 Aerolingua may, at its discretion, request clarification or additional reference materials when terminology or context is unclear.

4. Standard Translation vs. Certified Translation Requirements

4.1 It is the Client's sole responsibility to determine whether a Standard Translation or a Certified Translation is required for the intended use of the document.

4.2 The Client must inform Aerolingua before the project begins if a Certified Translation is required. Aerolingua shall not be held liable if the Client fails to request certification at the outset.

4.3 Aerolingua strongly recommends that the Client confirm with the receiving authority (e.g., Transport Canada, a court, a regulator, an academic institution, or any administrative body) which form of translation is required, including certification format, signature requirements, seals, or jurisdiction-specific rules.

4.4 A Standard Translation cannot be converted into a Certified Translation after delivery. Certification requires a new translation process performed by a certified translator.

4.5 As a result, no refund, credit, or compensation will be granted when the Client requested a Standard Translation but later discovers a Certified Translation was required.

4.6 Certified Translations are priced separately and typically start at \$0.30 per word, subject to document type, length, and certification requirements.

5. Client Responsibilities

5.1 The Client agrees to provide Aerolingua with clear, legible, and complete source documents, along with any relevant reference materials, terminology lists, or contextual information necessary for accurate translation.

5.2 The Client is solely responsible for determining the intended use of the translation and for ensuring that all regulatory, administrative, or legal requirements applicable to that use are verified in advance.

5.3 The Client must respond promptly to any clarification requests from Aerolingua. Delays in providing information may impact turnaround times and shall not be considered a breach of agreement by Aerolingua.

5.4 The Client affirms that they hold all rights and permissions necessary to provide the source documents for translation and that the content does not infringe upon the rights of third parties.

5.5 The Client shall review Deliverables upon receipt and notify Aerolingua of any concerns or revision requests within the time frame specified in Article 9.

6. Confidentiality & Non-Disclosure Agreements (NDA)

6.1 Aerolingua treats all Client documents and communications as strictly confidential.

6.2 Aerolingua may sign a Non-Disclosure Agreement (NDA) upon simple request by the Client, provided it is signed before any files are transmitted.

6.3 In the absence of a signed NDA, Aerolingua remains committed to maintaining confidentiality in accordance with standard professional practices in the translation industry.

6.4 Aerolingua may use secure subcontractors or specialized technical translators to complete the Services. All subcontractors are bound by equivalent confidentiality obligations.

6.5 Aerolingua shall not be held responsible for breaches resulting from transmission errors, hacking, or any event beyond its reasonable control.

7. Pricing & Payment Terms

7.1 Pricing is based on the rates provided in the Quote and may vary depending on language combination, technical complexity, formatting requirements, and certification needs.

7.2 New Clients are required to pay in advance via bank transfer or secure payment link before work begins.

7.3 Regular Clients may be eligible for net 30 days payment terms, subject to credit approval by Aerolingua.

7.4 Late payments may incur interest charges at the maximum rate permitted by applicable law.

7.5 All banking or transfer fees are the responsibility of the Client.

7.6 Aerolingua reserves the right to suspend or delay ongoing work if invoices remain unpaid.

8. Delivery & Turnaround Times

8.1 Delivery times indicated in Quotes or communications are estimates and may vary depending on project complexity, source file quality, or the Client's response time to clarification requests.

8.2 Aerolingua will make reasonable efforts to meet mutually agreed deadlines. However, Aerolingua shall not be held liable for delays caused by: Incomplete or unclear source documents Late Client responses Technical issues outside Aerolingua's control Force majeure events as defined in Article 15

8.3 Deliverables are provided in electronic format unless otherwise agreed. 8.4 The Client acknowledges that urgent or AOG-related requests may require adjusted pricing or additional production resources.

9. Revisions & Quality Assurance

9.1 Aerolingua performs internal quality checks on all Deliverables before transmission to the Client.

9.2 The Client may request revisions within 7 business days of delivery, provided that the request concerns errors or inconsistencies in the translation relative to the source text.

9.3 Revision requests related to client preference, such as stylistic choices, terminology not previously supplied, or changes to the source material, may result in additional charges.

9.4 Aerolingua is not responsible for errors resulting from unclear, incomplete, or ambiguous source documents.

9.5 If no revision request is received within the specified period, the Deliverables shall be deemed accepted and free of defects.

10. Limitation of Liability

10.1 Aerolingua's liability arising from the provision of Services, whether contractual, tortious, or otherwise, is strictly limited to the amount paid by the Client for the specific project giving rise to the claim.

10.2 Under no circumstances shall Aerolingua be liable for indirect, consequential, or punitive damages, including but not limited to: (i) loss of profits, (ii) operational downtime, (iii) delays or penalties, (iv) reputational harm, (v) missed deadlines or certification issues caused by the Client's failure to request the correct type of translation.

10.3 Aerolingua shall not be responsible for errors or omissions in the Deliverables when such issues result from inaccuracies, ambiguities, or omissions in the Client's source materials.

10.4 No indemnification, damages, or compensation of any kind shall be payable to the Client beyond the value of the Services invoiced and paid.

11. Cancellation & Refund Policy

11.1 Orders may be cancelled only before translation work has begun. Once work is initiated, the full project amount becomes due, regardless of whether the Client ultimately uses the Deliverables.

11.2 No refunds shall be issued once any portion of the translation has been completed.

11.3 In the case of Certified Translations, no cancellation or refund is possible once the certified translator has begun reviewing or translating the document.

11.4 As stated in Article 4, if the Client mistakenly orders a Standard Translation instead of a Certified Translation, the Client must place a new order. No refund or discount shall be provided for the initial Standard Translation.

11.5 Aerolingua reserves the right to cancel a project in the event of non-payment, breach of these Terms, or content that is unlawful or incompatible with the Services. In such cases, the Client remains responsible for all work completed.

12. Intellectual Property

12.1 All intellectual property rights to the translated Deliverables are transferred to the Client only after full payment is received by Aerolingua.

12.2 Until payment is made in full, Aerolingua retains ownership of all translations, which may not be used, reproduced, distributed, published, or submitted to any authority.

12.3 The Client affirms that the source materials do not infringe third-party intellectual property rights. The Client shall indemnify Aerolingua against any claim arising from such infringement.

12.4 Aerolingua reserves the right to store translation memories and glossaries generated during the project for quality and consistency purposes, unless otherwise requested in writing by the Client.

13. Data Protection

13.1 Aerolingua implements reasonable technical and organizational measures to protect Client data, including secure storage, controlled access, and encrypted file transfers whenever feasible.

13.2 Despite these measures, Aerolingua cannot guarantee absolute security due to the inherent risks associated with electronic communications. The Client acknowledges that the transmission of files over the internet is done at their own risk.

13.3 Aerolingua retains project files, communications, and translation memories for operational, quality assurance, and legal purposes unless the Client specifically requests deletion in writing.

13.4 Aerolingua will not share Client data with third parties except: (a) subcontractors or specialized translators bound by confidentiality obligations; (b) when required by law, court order, or regulatory authority.

13.5 The Client remains responsible for ensuring that any personal or sensitive information contained in the source documents has been lawfully collected and may be lawfully processed by Aerolingua.

14. Governing Law & Jurisdiction

14.1 These Terms & Conditions shall be governed by and interpreted in accordance with the laws of France.

14.2 Any dispute arising from the Services or from these Terms shall fall under the exclusive jurisdiction of the Tribunal de commerce de Rennes (France), even when the Client is located outside France or when the Services are delivered internationally.

14.3 The parties expressly waive any right to object to jurisdiction or to claim that Rennes is an inconvenient forum.

15. Force Majeure

15.1 Aerolingua shall not be held liable for any delay, failure, or interruption in providing the Services when such circumstances result from events beyond its reasonable control, including but not limited to: natural disasters, floods, storms, fires, power outages or internet failures, strikes, lockouts, labour disputes, acts of war, terrorism, or civil unrest, government restrictions or regulatory changes, pandemics, epidemics, or public health emergencies. 15.2 In such cases, deadlines may be extended, or the project may be suspended without penalty to either party. 15.3 If the force majeure event persists for more than 30 days, either party may terminate the affected portion of the contract without liability, except for payment due for work already completed.

16. Miscellaneous Provisions

16.1 *Entire Agreement.* These Terms & Conditions, together with any accepted Quote, constitute the entire agreement between Aerolingua and the Client.

16.2 *Amendments.* No modification or amendment shall be valid unless made in writing and accepted by both parties.

16.3 *Severability.* If any provision of these Terms is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect.

16.4 *No Waiver.* A failure by Aerolingua to enforce any provision shall not constitute a waiver of rights.

16.5 *Electronic Communications.* Quotes, confirmations, notices, and communications exchanged electronically shall be deemed legally binding.

16.6 *Assignment.* The Client may not assign or transfer its rights or obligations without written consent from Aerolingua. Aerolingua may assign obligations to qualified subcontractors or translators as needed.