

Note: This is a free translation of the original French General Terms recommended by the SFT (Société française des traducteurs; www.sft.fr), and is provided for the convenience of English-speaking readers. In the event of litigation, the French original alone shall be considered binding.

GENERAL TERMS OF SALE

1. APPLICATION AND SCOPE OF THE TERMS OF SALE

All orders placed imply the Client's full acceptance of these Terms of Sale to the exclusion of any other document, without any reservation.

No special terms may take precedence over these Terms of Sale unless they are stated in writing on the purchase order in its final and binding form.

The performance of any service by the Service Provider implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any provision to the contrary will, in the absence of manifest consent, be without effect against the Service Provider, regardless of the time at which such provision is brought to the notice of the same Service Provider.

Should the Service Provider not make use of any or several of the provisions in these Terms of Sale, this is not to be interpreted as a waiver of the Service Provider's right to make use of any of such provisions at a later date.

2. QUOTATIONS AND ORDERS

Before the Client places any order, the Service Provider will issue a price quotation, free of charge, on the basis of the documents to be translated or information provided by the Client. The quotation the Service Provider sends to the Client by regular mail, electronic mail, or fax will specify:

- The number of words or pages to be translated;
- The language they are in and the language they are to be translated into;
- The way in which price for the translation was calculated. A translation fee may be a single, inclusive amount or calculated at an hourly rate or at the Service Provider's rate at the time the quotation is drawn up, which may be based on criteria such as the number of words in the text to be translated or the number of words in the translated text, as established by the Statistics function in Microsoft Word, or the number of lines, or pages, or the number of hours taken.
- The date the translation is to be delivered;
- The format of the translated documents where a specific layout has been requested;
- Any special rates applied because of urgency or special research or other service that goes beyond those usually provided by the Service Provider.

To confirm an order, the Client is to signify acceptance in writing on the quotation received by regular mail or fax, sign the same and return it otherwise un-amended to the Service Provider by regular mail or fax. If the Client receives the quotation by electronic mail, the Client may confirm the order by return electronic mail clearly expressing acceptance. If the Service Provider does not receive confirmation of the order, the Service Provider reserves the right not to commence work on the translation concerned.

If confirmation of the order is not received within three (3) months of the date the quotation is sent by the means referred to above, the quotation will lapse.

The Service Provider reserves the right, after informing the Client, to charge an additional fee and/or not to comply with the delivery date on the Client's initial order in any of the following cases:

- Modification of documents or the addition of documents by the Client after the initial quotation was drawn up by the Service Provider, in which case the Service Provider reserves the right to adjust the amount charged in proportion to the additional volume of work observed or requested;
- The absence of documents at the time the quotation was drawn up;
- An initial quotation based solely on the Client's estimation of the number of words and an excerpt of the text.

In the absence of the Client's express acceptance of the new delivery date and/or charges, the Service Provider reserves the right not to commence work.

Unless otherwise provided in the quotation, expenses incurred in connection with the provision of services (travel, courier or postal charges, etc.) are to borne by the Client. Any decision to offer a discount, reduction or declining rate, whether expressed as a percentage or an amount (per page, line or hour) is at the sole discretion of the Service Provider and only for the service to which they immediately apply. Any such discounts or rebates do not give rise to any rights that the Client might assert in respect of any future services.

If no quotation has been sent to the Client before the commencement of work, charges for translation services will be calculated at the rate habitually applied by the Service Provider.

3. EVIDENCE OF ACCEPTANCE

The Client agrees to consider faxes, e-mails, copies, and computer files as equivalent to the original and conclusive evidence of the confirmation of orders.

4. ADVANCES

An advance may be required for any order exceeding € 1,000.00 excluding VAT, in which case the amount of the advance will be stipulated in the quotation. Work will not begin until payment has been received.

5. DELIVERY

Any delivery date or dates agreed between the Service Provider and the Client are not binding until the Service Provider has received all the documents to be translated and subject to the condition that the Client confirms his/her order as specified in paragraph 2 above within three business days from the date the quotation is received. When the three days have elapsed, the Service Provider may change the delivery date to allow for workload constraints.

6. SERVICE PROVIDER'S OBLIGATIONS

The Service Provider undertakes to provide a translation that is as faithful as possible to the original and that complies with professional standards. He/she will do what is necessary to take into account and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations, etc). The Service Provider may not be held responsible for any inconsistencies or ambiguities in the source text, the verification of the final text's technical adequacy being the Client's sole responsibility.

7. CLIENT'S OBLIGATIONS

The Client is to provide the Service Provider with all the texts to be translated, together with all of the technical information required for their understanding and, where applicable, the specific terminology required. If the Client fails to properly inform the Service Provider, the Service Provider may not be held responsible if the translation does not comply with to the Client's standards or if delivery is late.

The Client is to inform the Service Provider in writing of any disagreement concerning the quality of the translation within 10 business days from the time the translated documents are received. Once this period has elapsed, the service will be considered duly completed and no further contestation or claims will be allowable. The client agrees to consider postal, fax, or electronic mail receipts as evidence of delivery.

8. CONFIDENTIALITY

The Service Provider undertakes to preserve the confidentiality of information of which he/she is apprized before, during, and after the provision of services. Original documents will be returned to the Client on request.

The Service Provider may not be held liable in the event that information is intercepted or used by a third party during transfer, in particularly in the case of transmission by internet. Before the provision of services or at the time the order is placed, the Client is thus to inform the Service Provider of the means of transmission to be used to ensure the confidentiality of sensitive information.

9. DELIVERY FORMAT

Translations are generally delivered by electronic mail in Word format. On request, they may be delivered by fax or regular mail, and/or on a floppy disk. Any other means of delivery or formats must be agreed between the parties and may result in additional charges.

10. LIABILITY

The liability of the Service Provider may in no case exceed the invoiced value of the work. The Service Provider may in no case incur any liability in respect of claims related to nuances of style.

It is expressly agreed that delivery deadlines are only of an indicative nature and that late delivery will not be give rise to penalties. The Service Provider may not be held liable for any loss or damage suffered by the Client or a third party as a direct or indirect consequence of late delivery, as may occur in particular in cases of force majeure or disruption of fax transmission, electronic mail connections or postal services.

11. PROOFREADING AND CORRECTIONS

In the event of disagreement over certain aspects of the translation, the Service Provider reserves the right to make related corrections in cooperation with the Client.

If the translation is to be published, the Service Provider is to receive the printer's proofs to proofread before publication.

Unless otherwise specified in writing, all corrections will result in additional charges calculated at the usual hourly rate.

12. PAYMENT

Unless otherwise stipulated in the quotation, full payment is to be made to the Service Provider within 30 days from the date of invoice.

In the case of payment by check or money transfer from a foreign country, all foreign exchange and banking charges will be either covered by an additional charge specified on the quotation or be separately billed to the Client.

In the event of late payment, work on orders in progress may be unilaterally interrupted as a matter of right until full payment is received and the Client will be liable, without formal demand, for penalties in the form of interest on the full amount outstanding, this being charged at one and a half times the prevailing interest rate applied to court-ordered payments in France.

Translations remain the property of the Service Provider until payment has been received in full.

13. COPYRIGHT

Before undertaking to have a document translated, the Client must have obtained an assurance that this does not infringe the rights of any third parties. The Client must thus be the author of the original document or have obtained prior written permission to have the document translated from any person holding copyright.

If the Client fails to comply with this requirement, the Service Provider may under no circumstances be held responsible or in any way liable if all or a portion of the documents to be translated infringe the intellectual property rights or any other rights of a third party, or violate any applicable law or regulation. In such case, the Client alone will be liable for any compensation due and the financial consequences of his own negligence.

The Client further acknowledges that the translation is a new document and that the related rights of authorship are held jointly by the author of the original document and the Service Provider. Where a translation is of a literary or artistic nature, the Service Provider thus has the right to require, as provided under France's Intellectual Property Code (paragraph L.132-11), that his/her name be shown on any copies or publications of the translation, this being without prejudice to the Service Provider's economic rights.

14. CANCELLATION

In the event that the Client gives the Service Provider written notice of the cancellation, for whatever reason, of an order on which work has already begun, the Client is to pay the Service Provider the full contractual amount for the portion completed and 50% (fifty percent) for that not completed.

15. DISPUTES

In the event of a dispute of any nature, the Service Provider and the Client undertake to seek and agreed settlement as follows. As soon as the event giving rise to the dispute occurs, either party may refer the matter to the *Arbitration Commission of the Societe Française des Traducteurs* (SFT) by registered letter with return receipt. The parties will allow the Commission to seek an agreement as it deems appropriate. The parties will do everything within their power to ensure the success of this arbitration. They undertake to act in good faith. They further undertake not to take the matter to court in the four months following referral to the Commission and acknowledge that any resort to the courts contrary to this undertaking may be considered a denial of competence or, failing this, obviation of agreed settlement, warranting payment to the other party of a penalty amounting to €1,500.