

## GENERAL TERMS OF SALE RECOMMENDED BY THE SFT

### 1. APPLICABILITY AND VALIDITY OF TERMS OF SALE

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

No special terms will take precedence over these Terms of Sale unless expressly stated in writing on the final and binding purchase order.

The execution of any service by the Service Provider implies the Client accepts these Terms of Sale and waives his own general terms and conditions. Any other disposition, in the absence of manifest consent, will be ineffective against the Service Provider, regardless of the time at which he/she may have been made aware of it.

Any condition to the contrary shall not be binding to the Service Provider unless expressly accepted by the Service Provider in writing, regardless of when the Service Provider becomes aware of the condition. That the Service Provider does not exercise one or more of the provisions in these Terms of Sale shall not be interpreted as a waiver of the Service Provider's right to exercise any of the provisions in these Terms of Sale at a later date.

### 2. QUOTES AND ORDERS

Each order placed by the Client shall be preceded by a free quote issued by the Service Provider based on the documents to be translated or information provided by the Client.

The quote the Service Provider sends to the Client by regular mail, electronic mail, or fax shall include:

- The number of words or pages to be translated;
- The language pair;
- The way in which the translation was priced. A translation is billed either at a flat rate, at an hourly rate, or based on the Service Provider's rates at the time the quote is prepared, such as the number of words in the text to be translated or number of target words in the translated text, according the Statistics function in Microsoft Word, by line, page, or by hour.
- The date of delivery of the translation;
- The format of the translated documents in case a specific layout has been requested;
- Any special rates applied because of urgency, specific research, or any other service that goes beyond the services usually provided by the Service Provider.

To confirm an order, the Client must return the unaltered quote with the Client's written approval and signature to the Service Provider by regular mail or fax if the quote was sent to the Client by regular mail or fax. If the Client received the quote by electronic mail, the Client may confirm the order by expressing this clear acceptance by return electronic mail. If the Service Provider does not receive the order confirmation, the Service Provider reserves the right not to commence work on the project concerned.

If confirmation of the order is not received within three (3) months of the date the quote is sent by the means stipulated above, the quote shall be considered null and void.

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

- Modification of documents or the addition of documents by the Client after the initial quote was prepared by the Service Provider, in which case the Service Provider reserves the right to adjust the rate based on the additional volume of work estimated or requested;
  - If the documents were not furnished during the quote preparation process;
  - If the initial quote was based 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 and/or invoicing conditions, the Service Provider reserves the right not to commence work.

Unless otherwise stated on the quote, costs incurred during the provision of services (travel, courier or postal fees, etc.) Any decisions to offer a discount, reduction, or sliding fee scale based on a percentage or flat fee (per page, line or hour) are at the sole discretion of the Service Provider and only for the service to which they apply. Any discounts or rebates offered to the Client shall not create a right vested in interest concerning future services.

In the event that a quote is not sent to the Client before the commencement of work, translation services shall be invoiced at the base rate usually billed by the Service Provider.

### 3. PROOF

The Client agrees to consider faxes, e-mails, copies, and computer files as equivalent to the original and valid proof that the order was confirmed.

### 4. DEPOSITS

Any order exceeding Euro 1,000.00 excluding tax may be subject to a deposit, the amount of which shall be clearly stipulated in the quote. Work shall begin only once the payment has cleared.

### 5. DELIVERY

Any delivery date or dates agreed between the Service Provider and the Client shall become binding only once the Service Provider has received all the documents to be translated and if the Client has confirmed his/her order as specified in Paragraph 2 above within 3 (three) working days from the date of reception of the quote. After that time, the delivery date may be revised if so required by the Service Provider's workload.

### 6. THE SERVICE PROVIDER'S OBLIGATION

The Service Provider agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. He/she shall do everything possible to take into account and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations). The Service Provider shall not be held liable for any inconsistencies or ambiguities in the source text, the verification of the final text's technical coherence remaining the Client's sole responsibility.

### 7. THE CLIENT'S OBLIGATIONS

The Client shall provide the Service Provider with all of the texts to be translated and all of the technical information required to understand the text and, if necessary, the specific terminology required. If the Client fails to inform the Service Provider, the Service Provider shall not be held liable if the translation does not conform to the Client's standards or if delivery is late.

The client has 10 working days from the time the translated documents are received to inform the Service Provider in writing of any disagreement concerning the quality of the translation. Once this period has expired, the service shall be considered duly completed and no claims may be made. The client agrees to consider postal, fax, or electronic mail receipts as proof of delivery.

### 8. CONFIDENTIALITY

The Service Provider agrees to preserve the confidentiality of information the Service Provider becomes aware of before, during, and after providing services. Original documents shall be returned to the Client upon simple request.

The Service Provider shall not be held liable in the event that information is intercepted or used by a third party during the transfer of data, especially on the Internet. Therefore, the Client must inform the Service Provider before the provision of services or at the time the order is placed of the means of transmission the Client would like the Service Provider to use to ensure the confidentiality of any sensitive information.

### 9. FORMAT

Translations are delivered by electronic mail in Word format. On request, translations may be delivered by fax, by regular mail, on a PC floppy disk. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

### 10. RESPONSIBILITY

The liability of the Service Provider on any grounds whatsoever shall be limited to the invoiced value of the work.

Under no circumstances shall the Service Provider be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information only and that missed deadlines shall not be considered grounds for penalties. The Service Provider shall not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to force majeure or fax transmission, electronic mail, postal and other problems.

### 11. CORRECTIONS and PROOFREADING

In the event of disagreements about certain aspects of the translation, the Service Provider reserves the right to correct these aspects in cooperation with the Client.

If the translation is to be published, the Service Provider shall receive the printer's proofs to proofread them before the document goes to print.

Unless otherwise specified in writing, all corrections will result in additional charges to be billed at the prevailing hourly rate.

### 12. PAYMENT

Unless otherwise mentioned on the quote, payment in full to the Service Provider shall be made no later than 30 days from the date of invoice.

In the case of payments by check or wire from abroad, all forex and banking fees will be specified on the quote or be billed to the Client.

In the event of late payment, ongoing orders may be suspended by right until full payment is received and in accordance with Article L.441-6 of the French *Code de commerce* [Code of Commercial Law], without the necessity of a reminder the creditor shall be entitled both to interest for late payment calculated on the amount due at the rate applied by the European Central Bank to its most recent refinancing operation plus ten percentage points and to a fixed minimum sum of Euro 40 in compensation for recovery costs.

Translations remain the property of the Service Provider until payment has been received in full. If these conditions have not been ensured by the Client, under no circumstances shall the Service Provider be held liable if all or a portion of the documents to be translated were to infringe on the rights of a third party or violate any applicable regulations. If this were to occur, the Client shall be held solely liable for any harm or financial consequences resulting from the Client's negligence.

### 13. COPYRIGHT

Before undertaking to have a document translated, the Client must ensure that this does not infringe on any third-party rights. Therefore, the Client must be the author of the original document or have obtained written permission to have the document translated from the party holding the copyrights to the document.

If these conditions have not been ensured by the Client, under no circumstances shall the Service Provider be held liable if all or a portion of the documents to be translated were to infringe on the rights of a third party or violate any applicable regulations. If this were to occur, the Client shall be held solely liable for any harm or financial consequences resulting from the Client's negligence.

Furthermore, the Client acknowledges that the translation is a new document, whose copyright is held jointly by the author of the original document and the Service Provider. As a result, for literary or artistic translation, and without harm to the Service Provider's rights to the work, the Service Provider reserves the right to require that the Service Provider's name be mentioned on any copies or publications of the translation, in compliance with France's Intellectual Property Code (paragraph L.132-11).

### 14. CANCELLATION

If work that is commissioned is subsequently cancelled after work has commenced, for whatever reason and notified in writing by the Client to the Service Provider, the Client shall pay the Service Provider the full contract sum for the work completed and half (fifty percent) for the uncompleted work.

### 15. COMPLAINTS and DISPUTES

In the event of a complaint or dispute of any nature whatsoever, the Service Provider and the Client agree to attempt to settle the complaint or dispute amicably as follows. As soon as the event from which the complaint or dispute arises occurs, either party may refer the matter to the Arbitration Commission of the Société Française des Traducteurs (SFT) by registered letter with return receipt. The parties agree to allow the Commission to attempt to arbitrate using the means it deems appropriate. The parties agree to do everything within their power to ensure that arbitration is successful. They agree to operate in good faith. They also agree not to take legal action in the four months following the referral of the dispute to the Commission. The parties agree that any attempt to resolve the matter through channels other than the Commission during this period may result in the rejection of the case by the Commission or in the incapacity to resolve the matter amicably and shall justify the payment to the other party of Euro 1,500.