

General Terms of Sale.

1- CONDITIONS OF APPLICATION

- 1.1 The purpose of these terms and conditions of sale is to define the contractual relationship between the Provider and the Customer in the execution of the Service of the Provider, the subject of an order from the Customer.
- 1.2 The signing of any quote implies, as of right, the Customer's full adherence to these terms and conditions of sale.
- 1.3 Unless expressly agreed by the Provider, these general terms of sale apply to any order placed with the Provider and prevail over all general or specific purchase conditions of the Customer.
- 1.4 Except express agreement of the Provider, the present terms and conditions of sale prevail over any condition and information disseminated on the other documents and communication media of the Provider especially on its website.
- 1.5 Terms and conditions of sale may be revised and updated without notice, which is for the Provider to make them available, by any means at its convenience, and to indicate the date of the last update.
- 1.6 The Provider will be able to avail itself of the terms and conditions of sale at any time. The non-use of any of these conditions cannot be construed as a waiver of the Provider to avail itself of it at a later date.
- 1.7 The French version of the terms and conditions of sale prevails over any translation to other foreign languages, including for any customer domiciled outside French territory.
- 1.8 The total or partial nullity of one or more clauses of these terms and conditions of sale does not prejudice in any way according to the nullity of their whole.

2- Quote

- 2.1 Any order is preceded by a quote prepared by the Provider, based on the information and/or documents provided by the Customer. The quote will be sent to the Customer by any means at the convenience of the Provider, mail, fax, e-mail and with the general terms of sale in effect on the date of sending of the offer. Unless there is a special mention, the validity of a quote is one month,
- 2.2 Based on the written, oral and/or documents provided by the Client, the quote mentions the following characteristics: volume, language combinations, rates in effect at the date of the quote, duration of offer validity, financial and settlement conditions. The provider performs Te word counting required for the quote using Microsoft's "Word software statistics" function, excluding any other counting mode.
- 2.3 Prices are deemed firm and final upon signing the quote. However, the Provider reserves the right to revise the amount especially in the following cases: absence of document at the time of the quote, actual count of words higher or less than the number carried on the quote, addition and/or modification of document, estimation of the necessary tasks upstream and/or downstream of the unspecified or undervalued benefit at the time of the

quote... After informing the Customer of the new pricing conditions, the Provider may suspend the execution of the order until the Customer receives the firm and final agreement.

- 2.4 The failures of the achievement are given as an indication and cannot in any way constitute a clause which the Client could avail himself of against the Provider.
- 2.5 Rates are denominated in euros and duty free. Any changes to existing taxes, any creation of a mandatory tax between the signing of the quote and the execution of the service will be charged to the Customer.

3- Command

- 3.1 An order is deemed firm and final upon receipt of the quote signed and dated with the handwritten inscription "Good for agreement", the name of the signatory and the stamp of his company.
- 3.2 For quotes sent by e-mail, the customer's agreement notified by email return applies to a firm and final order.
- 3.3 Without a preliminary estimate, an order becomes firm and final with written acceptance from the supplier. Otherwise, the Provider may not be required to perform the benefit.
- 3.4 The Provider reserves the right to condition the start of a service upon receipt of the Client's firm and final agreement.
- 3.5 The Provider can refuse to perform a performance in the event of pornographic, defamatory, racist, offensive, illegitimate, illegal or inciting violence or any other nature in violation of the law.

4- Price

- 4.1 The Provider reserves the right to change the rates of its services at any time. All orders will be executed upon the rates in effect at the date of the quote and within its validity period.
- 4.2 The Provider can freely agree to negotiated rates: rebate, discount, degressive scale and other means of convenience. These tariff conditions are granted on a case-by-case basis, on an exceptional basis, without the Customer being able to use them for future services.
- 4.3 The Provider reserves the right to increase the usual rates granted in the following cases: urgent delay, public holidays or holidays, specific research and work and any other special constraints of realization...

5- BILLINGS AND SETTLEMENT CONDITIONS

- 5.1 Bills are issued without discount, tax-free, in euros.
- 5.2 Any reading paid by a Customer located outside the French territory will be increased as a full right to any foreign exchange or bank charges by the Provider.
- 5.3 The Provider owns its services, The transfer of ownership takes place on the express condition of the

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- full settlement of the sums owing by the Client to the Provider.
- 5.4 Except special mention on the quote, any invoice is to be paid within 30 days from the billing date.
- 5.5 Except special condition granted by the Provider, a down payment of 30% will have to be paid by any new customer before the start of the service. Similarly, the Provider reserves the right to ask any Customer, a down payment on the order and/or delivery of the service, the remaining balance to be paid within 30 days from the billing date. Failing to collect the expected down payments, the Provider reserves the right to suspend the start-up and/or delivery of the service.
- 5.6 Any Customer wishing to challenge an invoice will do so exclusively in writing, either by mail or email, and within eight business days of receiving the invoice. After this time, the invoice will no longer be questionable and will remain entirely due.
- 5.7 The delay in payment of an invoice due to expire will, as a matter of law, result in the termination of benefits, the due and duty of all invoices, the preparation of a legal prosecution file.

6- DELAIS AND DELIVERY CONDITIONS

- 6.1 Any delay is expressed on working day and given as an indication. Any order reviewed after 5:00 p.m. during the Provider's opening days will be considered received the following day, any order received after 17:00 on the eve of a public holiday or unemployed will be considered received on the first working day following.
- 6.2 The deadlines announced by the Provider remain conditional in particular on the receipt of the source documents, the actual volumes observed, the quality of the source documents. Any delay caused by ambiguity or inconsistency documents provided by the Client is his sole responsibility.
- 6.3 The delays in the performance of a benefit cannot justify the Client's termination of his contract, the claim for damages or any other claim. In the context of a time guarantee expressly granted and duly confirmed by the Provider, the Client will only be able to avail himself of the Provider's liability in the event of gross misconduct which he is responsible for proving.
- 6.4 Any case of force majeure (war, riot, strike, fire, accident, interruption of Internet service, serious illness and others...) deemed to be independent of the Provider's will will render null and void any guarantee of delivery time, without the possibility for the Customer to terminate his contract, to make any claim and claim for damages.
- 6.5 The service is deemed to be delivered from the date the translation is sent to the Customer, with the acknowledgement by mail, fax or e-mail being proof of delivery. The Provider disclaims any responsibility for any additional delays relating to the conditions of transmission and/or delivery beyond its control.

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7- PROVIDER AND CLIENT OBLIGATIONS

- 7.1 The Provider, a provider of multilingual language services, meets an obligation of means. The Provider is committed to implementing all means to ensure that the Client is faithfully translated, capable of understanding the source document in the language of translation. To this end, the Provider undertakes to have the translation, rereading and revision work carried out by professional translators and translating only to their native language.
- 7.2 The Client undertakes to provide the Provider with all the necessary elements for the smooth running of the "service: expertise and skills required, instructions and instructions relating to style, terminology and phraseology, glossaries, translation briefs, contextual elements... Any dispute directly or indirectly attributable to the quality, legibility and consistency of the elements given to the Provider is the sole responsibility of the Client.
- 7.3 The Customer acknowledges in a non-limiting way that he is responsible for the content transmitted to the Provider, that he has verified compliance with the law, that he has obtained any necessary authorisation for its use, that he has paid all any possible rights without any of the rights of third parties
- 7.4 The Client undertakes to compensate the Provider in the event of a third-party claim following the use of the documents made available to him.
- 7.5 The Client refrains from contacting any representative, employee, provider and/subcontractor working on behalf of the Provider by any means or for any reason, including hiring or promise of employment. This commitment is deemed valid as soon as these terms and conditions of sale are signed and for a period of 12 months (twelve) firms following the last benefit performed by the Provider.

8- CONFIDENTIALITY OBLIGATION

- 8.1 The Provider and the Client undertake to respect no confidential information relating to their reciprocal activities. The Customer recognizes that the Provider is authorized to disclose the information and documents about it to its employees, suppliers, subcontractors directly involved in the work to be performed. To this end, the Provider signs a confidentiality agreement committing the responsibility of employees, suppliers, subcontractors, in case of disclosure of the information made available to them in the course of the performance of their work.
- 8.2 Any information that is said to be confidential or contains a mention of confidentiality directly and/or indirectly relating to the Provider's know-how, activity, commercial policy, projects, financial data, billing data, data relating to specific agreements granted to the Customer, access codes and/or password to computer data is considered confidential.
- 8.3 Any information already made public by any means, being the subject of a written agreement for publication, provided to a third party authorized to disclose it without

restrictions, disclosed as a result of a government or judicial action does not fall within the obligation of confidentiality as set out in Article 8 of these terms and conditions of sale.

- 8.4 The Provider disclaims any responsibility in case of hacking, damage, destruction of the customer's data during their transfer to and from the Customer, all means combined (postal broker, fax, internet networks, extranet and intranet...). It is the Customer's responsibility to implement the means to ensure the confidentiality and integrity of its data when it is transmitted.
- 8.5 Unless there are conflicting legal provisions, any so-called confidential information may be provided as evidence by the Provider in the event of litigation or otherwise, in order to claim what is legally as well as any other document that is said to be non-confidential.
- 8.6 The Provider undertakes, on simple request, to return to the Client, any documents provided in connection with the performance of a service

9- RESPONSIBILITY LIMITATIONS

- 9.1 The Provider's objective is to provide a language service, as the documents provided by the Client are considered the only reference.
- 9.2 Unless written agreement is reached, the Provider's language services are neither sworn nor certified.
- 9.3 The responsibility to ensure that the translations submitted by the Provider comply with the legal provisions of the countries to which they are intended for publication, distribution and sale rests exclusively with the Client.
- 9.4 The Provider's liability cannot be invoked in the event of publication, dissemination, and sale to third parties by the Client of all or part of the translation carried out by the Provider.
- 9.5 If applicable, the Provider disclaims any liability for any financial, commercial, image damage borne by the Customer and/or third parties.
- 9.6 In the event of a challenge to the Provider's liability, without prejudice to the provisions listed above, the maximum relief, in all cases, of which the Provider would be liable, may not exceed, an amount equal to the highest amount of the following two amounts: the amount HT of the benefit which resulted in the respondent of the Provider or (hundred) 100 euros HT.
- 9.7 In the event of a dispute, due to a breach on the part of the Client to its obligations, subject to an amicable or judicial recovery action, the Client acknowledges that he must pay the Provider, in addition to the principal, costs, emoluments and accessories legally and ordinarily at his expense, damages whose amount is forged equal to 20% of the TTC amount of the debt.

10- INTELLECTUAL PROPERTY

- 10.1 Any service remains the property of the Provider until the full payment of the sums due by the Customer. Only the clean-up of all the sums due organises the transfer of effective ownership from the Provider to the

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Customer. Failing that, any use in any form, in part or in full of the customer's service, is deemed illegal.

- 10.2 Any document provided by the Client to the Provider in connection with the performance of the benefit is deemed to be rights-free and in accordance with existing regulations, otherwise the Provider cannot be held responsible in the event of a claim by third parties for damages.

relationship between the Provider and the Client falls within the exclusive jurisdiction of the Lyon courts and tribunals.

11- DISPUTE AND CANCELLATION

- 11.1 Any challenge must be reached to the Provider within 15 working days of the delivery date of the service. After this period, the benefit will be deemed accepted and the amount charged due by the Provider.
- 11.2 Any challenge will only be admissible on the express condition that it be notified to the Provider by registered mail with acknowledgement and excluding any other means.
- 11.3 The claimant pledging to comply with the instructions given by the Client, to have the language services performed by professional translators, translating into their native language, any difference between the explanation provided and the subjective expectations and assessments of the Client can not be attributed to the Provider, except to prove, that the difference is such that no professional translator could be the author. Therefore, the onus is on the Client to justify the reasons for its challenge and to produce an accurate and well-argued account of the inaccuracies identified.
- 11.4 Dispute over part of the work performed cannot be invoked to call into question the entire service and relieve the Client of its payment obligations.
- 11.5 In the event of a proven claim, the Provider reserves the right to implement, with or without prior consent from the Client, the corrective action of its choice: to carry out at its own expense the necessary corrections by a translator of its choice, to grant a discount on invoice, or an employee. However, the cost of the compensatory measure may not exceed 20% of the tax-free amount of the benefit billed.
- 11.6 Any cancellation of the order must be notified exclusively by registered mail with acknowledgement, within 5 working days of the date of signing of the purchase order. The client fully acknowledges and accepts that any service started is due. Work already performed will be billed in full, work not performed due to cancellation will be billed for an amount equal to 50% of the cost mentioned on the purchase order. The Provider will hand over on request to the Customer the work done prior to the cancellation, subject to their payment.

12- COMPETENCE

- 12.1 These terms and conditions of sale are subject to their interpretation and execution under French law.
- 12.2 Any dispute relating to the application of these terms and conditions of sale or the contractual