

GENERAL TERMS AND CONDITIONS OF SERVICE

1. APPLICABILITY – VALIDITY

Confirmation of an order automatically entails the Customer's full and unconditional acceptance of these general terms and conditions of service, to the exclusion of any other document.

Unless formally stipulated in writing on the final purchase order, no special terms will prevail over these general terms and conditions of service.

Performance of any service by KAREN GRIMWADE (EI) (the Service Provider) entails both the Customer's acceptance of these general terms and conditions and its waiver of its own terms and conditions of purchase. Any provision to the contrary will thus be unenforceable against the Service Provider, unless explicitly accepted, regardless of when the latter was made aware of the provision in question.

Should the Service Provider decide at any time not to invoke a provision of these general terms and conditions of service, such decision may not in any way be interpreted as constituting a waiver of the right to subsequently invoke any provision hereof.

2. INTERPRETATION

The terms "translation" and "translate", as appearing in all grammatical forms in these general terms and conditions of service, are to be understood to cover all translations and other language services provided by the Service Provider, including in particular any proofreading and revision.

3. QUOTATIONS / ORDER PROCESS

Customer orders are generally placed further to a quotation, prepared free of charge by the Service Provider on the basis of the information or documents provided by the Customer.

The Service Provider's quotation, sent to the Customer by post or e-mail, shall stipulate in particular:

- the number of pages or words for translation;
- the language pair;
- the method of pricing for the translation service (flat-rate fee, time spent or the Service Provider's rate per source word – i.e. words in the text submitted for translation – as applicable on the quotation date);
- the delivery date;
- the format of the translation (in the event that specific formatting is requested); and
- any surcharges applicable, in particular for urgent orders, texts requiring specific terminological research or any other services not provided as standard.

The Customer shall provide final, binding confirmation of its order by returning the unaltered quotation to the Service Provider as follows: for quotations sent by post, signed and by return post; for quotations sent by e-mail, by return e-mail containing a clear statement of consent. The Service Provider reserves the right not to commence work without formal acceptance of its quotation.

Failing confirmation of the order as set out above within the time period indicated on the quotation (or, in the absence of any such indication, within 3 (three) months from the quotation date), the quotation will no longer be valid.

The Service Provider reserves the right to add a surcharge and/or not to adhere to the delivery deadline stipulated on the Customer's original order confirmation (after having informed the Customer accordingly in either such case) in the following circumstances in particular:

- a. Modifications to the document for translation or addition of further documents by the Customer subsequent to the Service Provider's quotation. In such a case, the Service Provider

reserves the right to adjust the price accordingly, in view of the additional volume of work involved;

- b. Preparation of a quotation in the absence of the documents for translation (for example, when a quotation is prepared on the basis of an approximate word count or an excerpt from the text provided by the Customer).

The Service Provider reserves the right not to commence work without formal acceptance of the new delivery and/or invoicing terms.

Unless otherwise indicated in the quotation, expenses incurred in performing the service (travel, express delivery services, etc.) shall be paid by the Customer.

Decisions to offer discounts, reductions or flat-rate charges (per page or per hour) will be at the Service Provider's sole discretion and will apply to a single specified service. Any discounts or reductions offered to the Customer will not in any circumstances entitle the latter to the same terms for future orders.

In the absence of a quotation, orders may be confirmed by a simple exchange of e-mails and the translation services shall be invoiced in accordance with the standard rate customarily applied by the Service Provider, or any other rate agreed between the latter and the Customer in their e-mails. The Customer's acceptance of a delivery date proposed by the Service Provider will constitute an order.

4. EVIDENCE

The Customer agrees to consider all e-mails, copies and computer media to be equivalent to the corresponding original documents and thus to constitute conclusive evidence for the purposes of demonstrating acceptance of a quotation.

5. DELIVERY DATE

The Service Provider's commitment to the delivery date indicated in the quotation is conditional upon it duly receiving all documents for translation and the Customer confirming the order as set out under Clause 3 above and by the confirmation deadline specified in the quotation. Should the Customer confirm its order after such deadline, the delivery date may be revised if necessary, according to the Service Provider's workload.

6. SERVICE PROVIDER'S OBLIGATIONS

The Service Provider shall endeavour to translate faithfully to the original and in accordance with professional practice. It shall do its utmost to take into account and to integrate any information provided by the Customer (glossaries, drawings, diagrams, abbreviations, etc.). The Service Provider shall not accept any liability in the event of inconsistencies or ambiguities in the source text; the Customer alone shall be responsible for ensuring the technical coherence of the final document.

7. CUSTOMER'S OBLIGATIONS

The Customer shall provide the Service Provider with all texts for translation as well as any technical information necessary for their comprehension and any specific terminology to be used. If the Customer should fail to comply with this obligation to inform the Service Provider, the latter cannot be held liable for any non-compliant translations or failure to adhere to the delivery date.

The Customer will have 10 (ten) business days as from delivery of its translated documents in which to raise, in writing, any issues regarding the quality of the service. Beyond such time, the service will be deemed to have been duly performed and claims will no longer be allowed.

8. CONFIDENTIALITY

The Service Provider shall respect the confidentiality of any information disclosed to it prior to, during or after performance of its services. Original documents shall be returned to the Customer upon written request.

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The Service Provider cannot be held liable in the event of any information being intercepted or appropriated by a third party during transfer, particularly via the Internet. The Customer is thus responsible for informing the Service Provider, prior to or upon confirmation of its order, of its preferred means of transmission so as to ensure the confidentiality of any sensitive information.

9. PERSONAL DATA

The personal data collected by the Service Provider (name, contact details, etc.) are primarily used for the purposes of managing its relations with the Customer and processing orders. The Service Provider's privacy policy, available on request, gives further information on the processing of personal data and the Customer's rights in such respect.

10. FORMAT

The translation shall be delivered by e-mail as a Word, Excel or PowerPoint file, according to the format of the original document. Any other format or means of transmission must be expressly agreed between the parties; a supplement may be invoiced in such cases.

11. LIABILITY

The Service Provider's liability is strictly limited to the amount of the invoice in question.

The Service Provider cannot be held liable for claims based on stylistic preferences under any circumstances.

It is stipulated that delivery dates are provided for information only; failure to deliver on the date stipulated will not, in principle, entail penalties. The Service Provider cannot in any event be held liable for any direct or consequential losses suffered by the Customer or any third parties as a result of late delivery due in particular to *force majeure* or issues with transmission.

12. CORRECTIONS AND PROOFREADING

In the event of any dispute regarding the translation, the Service Provider reserves the right to make appropriate corrections in consultation the Customer.

If a translation is for publication, the press proof must be submitted to the Service Provider for verification.

Unless otherwise stipulated in writing, any corrections or proofreading will be invoiced as a supplement on the basis of the Service Provider's hourly rate.

13. PAYMENT TERMS

Unless otherwise specified in the quotation, invoices are payable 30 (thirty) days from the date of issue. No early payment discount is offered.

In the event of payment by cheque or bank transfer from outside of France, all exchange and other bank fees will be either invoiced as a flat-rate supplement as stipulated in the quotation or on-charged to the Customer in full.

The translation will remain the property of the Service Provider pending full payment.

For professional customers (private individuals being exempt from this provision) any overdue payment will automatically entail the suspension of any other orders in progress until all sums due have been paid in full. Furthermore, pursuant to Article L.441-6 of the French Commercial Code and without any prior notice being required, late-payment interest (calculated on the basis of the amount of the invoice in question and at the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points) as well as a fixed penalty of 40 Euros to cover the costs of collection will accrue in such cases.

14. INTELLECTUAL PROPERTY

Before undertaking to have a document translated, the Customer must ensure that it is legally entitled to do so – i.e. it must either be the author of the original document or have obtained prior written authorisation for its translation from the copyright holder.

The Service Provider may not be held liable, in any way whatsoever, if any or all of the documents submitted by the Customer should infringe upon any third party's intellectual property or other rights or breach any applicable regulations. Any damages or financial consequences resulting solely from the Customer's negligence shall be borne by the Customer alone.

The Customer acknowledges that the translation produced by the Service Provider constitutes a new document and that copyright thereto is held jointly by the author of the original document and the Service Provider. As a result, in the event of literary or artistic translation services, and without prejudice to its pecuniary rights to its work, the Service Provider reserves the right to have its name shown on all copies or publications of its translation, in accordance with Article L.132-11 of the French Intellectual Property Code.

15. CANCELLATION

Cancellations of orders in progress on any grounds whatsoever must be made in writing; work already performed shall be invoiced to the Customer in full, together with 50% (fifty percent) of the remaining work initially commissioned.

16. DISPUTE RESOLUTION

In the event of any dispute whatsoever, the parties undertake to attempt conciliation prior to filing legal proceedings.

Thus, should a dispute arise, the parties shall jointly refer the matter to the Arbitration Committee of the *Société Française des Traducteurs* without delay, by letter sent recorded delivery with advice of receipt, with a copy thereof being sent by the same means to the other party.

The parties undertake to make every effort to resolve their dispute through such conciliation. They shall demonstrate all necessary good faith. They also undertake not to file judicial proceedings for 4 (four) months after the referral to the Committee and agree that filing of proceedings in breach of this obligation may be considered grounds for dismissal or else an impediment to amicable settlement of the dispute and shall entitle the other party to compensation in the amount of 1,500 (one thousand five hundred) Euros.

17. GOVERNING LAW – JURISDICTION

These general terms and conditions are governed by and shall be interpreted in accordance with French law. The parties agree that, if prior attempts at conciliation should fail, any disputes pertaining to the service provided or these general terms and conditions will be heard exclusively by the French courts.

18. LANGUAGE

These general terms and conditions have been drafted in French and translated into English. In the event of any discrepancy between the two versions, the French version will prevail.

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