

GENERAL TERMS OF SALE

Note: This is a free translation of the original French document. In the event of litigation, the original French document shall be considered binding.

1. APPLICATION AND VALIDITY OF THE TERMS OF SALE

All orders placed imply the Client's full acceptance of the Terms of Sale to the exclusion of any other document, with no reservations whatsoever. No special terms will take precedence over these Terms of Sale, unless expressly stated in writing on the final and binding purchase order.

2. QUOTES AND ORDERS

All orders placed by the Client will be preceded by a free quote established and sent by Joan Le Bris, on the basis of the documents to be translated or the information provided by the Client.

The quote sent by Joan Le Bris to the Client by post, fax or email, will include the following information:

- The number of pages or words to be translated
- The language into which the document is to be translated
- The manner in which the quote for the translation has been established. A translation is invoiced using either a flat rate, an hourly rate, or based on Joan Le Bris' rates in application at the time the quote is prepared, such as the rate per source word (in other words, based on the number of words contained in the text to be translated) or the rate per target word (in other words, based on the number of words contained in the translated text), according to the information provided by the Statistics function in Microsoft Word, by line, by page or by hour.
- The delivery date for the translation
- The format of the documents to be translated, where a specific layout request has been made concerning the document to be delivered
- Any increased rates applied because of urgency, specific terminological research or any other request that goes beyond the services usually provided by Joan Le Bris

To confirm an order, the Client must return the unaltered quote to Joan Le Bris with his/her written approval and signature, by post or by fax if the quote was sent to the Client by post or fax. If the Client received the quote by email, he/she may confirm the order by expressing his/her clear acceptance by email. If Joan Le Bris does not receive acceptance of her quote, she reserves the right not to commence work on the project concerned.

After informing the Client, Joan Le Bris reserves the right to charge an additional fee and/or not to respect the delivery date stated on the Client's initial order, in the following situations:

- Modification of documents or addition of documents by the Client after the initial quote has been prepared by Joan Le Bris, in which case Joan Le Bris reserves the right to adjust the rate based on the volume of additional text received or requested

- If the documents were not provided during the quote preparation process and/or 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, Joan Le Bris reserves the right not to commence work on the project concerned.

Any decisions to offer a discount, reduction or sliding fee scale based on a percentage or flat rate (per page, per line or per hour) are at the sole discretion of Joan Le Bris and only for the service or contract to which they apply. Under no circumstances will any discounts or reductions granted to the Client establish a right vested in interest concerning future services.

In the event that a quote is not sent by Joan Le Bris to the Client before the commencement of work, translation services will be invoiced on the basis of the standard rate applied by Joan Le Bris.

3. PROOF

The Client agrees to consider faxes, emails, copies and computer files as equivalent to the original document and as valid proof that the quote was accepted and the order confirmed.

4. ADVANCES

All orders exceeding 1,000.00 euros before tax may be subject to an advance payment, the amount of which shall be clearly stipulated in the quote. In this case, work will begin only once payment has been received.

5. DELIVERY

Any delivery date or dates agreed between Joan Le Bris and the Client shall become binding only once Joan Le Bris has received all the documents to be translated and once the Client has confirmed his/her order as specified in Paragraph 2 above within 3 working days from the date on which the quote is received. After this time, the delivery date may be revised if so required by Joan Le Bris' workload.

6. JOAN LE BRIS' OBLIGATIONS

Joan Le Bris undertakes to provide a translation that is as faithful as possible to the original and that complies with professional standards. She will do everything necessary to take into account and include in the translation the information provided by the Client (glossaries, drawings, diagrams, abbreviations, etc.). Joan Le Bris cannot be held responsible for any inconsistencies or ambiguities in the source text, since the verification of the final text's technical adequacy is the sole responsibility of the Client.

7. THE CLIENT'S OBLIGATIONS

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

The Client should inform Joan Le Bris 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 proof of delivery.

8. CONFIDENTIALITY

Joan Le Bris undertakes to preserve the confidentiality of information she becomes aware of before, during and after provision of service. Original documents will be returned to the Client on request.

Joan Le Bris cannot be held responsible in the event that information is intercepted or used by a third party during data transfer, in particular in the case of transmission on the internet. Therefore, before the provision of services or at the time the order is placed, the Client must inform Joan Le Bris of the means of transmission to be used in order to ensure the confidentiality of sensitive information.

9. LIABILITY

In all cases, Joan Le Bris' liability shall be limited to the invoiced value of the work carried out.

Under no circumstances will Joan Le Bris be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information only and that late delivery will not give rise to penalties. Joan Le Bris cannot 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, due in particular to cases of force majeure or delivery delays resulting from problems with fax or email connections or postal services.

10. CORRECTIONS AND PROOFREADING

In the event of disagreement over certain aspects of the translation, Joan Le Bris reserves the right to correct these in cooperation with the Client.

If the translation is to be published, Joan Le Bris will receive the printer's proofs to proofread before the document goes to print.

Unless otherwise specified in writing, all corrections will result in additional charges being invoiced at the applicable hourly rate.

11. PAYMENT

Unless otherwise stipulated in the quote, invoices must be paid net and without discount within 30 days from the date on which the invoice is sent.

In the case of payments by cheque or bank transfer from abroad, all exchange and banking fees will be specified on the quote or will be invoiced to the Client.

In the event of late payment, work on orders in progress can be interrupted as a matter of right until full payment is received and the Client will be liable, without formal notice, for late payment penalties on the full amount outstanding, of one and half times the prevailing base legal interest rate.

Translations remain the property of Joan Le Bris until payment is received in full.

12. COPYRIGHT

Before undertaking to have a document translated by Joan Le Bris, the Client must ensure that this does not infringe the rights of any third parties. Thus, the Client must be the author of the original document or have obtained prior written permission to have the document translated from the party holding the copyright.

If the Client fails to comply with this requirement, Joan Le Bris can 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 rights of a third party, or violate any applicable law or regulation. In such cases, the Client will be held solely liable for any compensation due and for the financial consequences of his/her own negligence.

The Client further acknowledges that the translation is a new document whose copyright is held jointly by the author of the original document and by Joan Le Bris. As a result, if a translation is of a literary or artistic nature, and in compliance with France's Intellectual Property Code (paragraph L. 132-11), Joan Le Bris has the right to require that her name be mentioned on any copies or publications of the translation, without prejudice to Joan Le Bris' rights to the work.

13. CANCELLATION

In the event that an order that has been placed is subsequently cancelled after work has commenced, for whatever reason and notified in writing by the Client to Joan Le Bris, the Client shall pay Joan Le Bris 100% of the amount quoted for work which has already been completed, and 50% for uncompleted work.

(General Terms of Sales adapted from the recommendations of the Société Française des Traducteurs)