

## **GENERAL TERMS OF SALE**

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

### **I. Application 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, 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.

### **II. Orders**

All orders must be placed with a purchase order sent to Stéphanie Soudais by electronic mail. Stéphanie Soudais reserves the right not to proceed with any translation before the purchase order is received.

### **III. Advances**

An advance may be required for any order exceeding 1 000 euros, in which case work will not begin until the advance is received.

### **IV. Stéphanie Soudais' obligations**

Stéphanie Soudais undertakes to provide a translation that is as faithful as possible to the original and that complies with professional standards. 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). Stéphanie Soudais may not be held responsible for any inconsistencies or ambiguities in the sources text, the verification of the final text's technical adequacy being the Client's sole responsibility.

### **V. Client's obligations**

Le client undertakes to provide Stéphanie Soudais 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 Stéphanie Soudais, Stéphanie Soudais may not be held responsible if the translation does not comply with the Client's standards or if delivery is late. The Client should inform Stéphanie Soudais 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.

### **VI. Confidentiality**

Stéphanie Soudais undertakes to preserve the confidentiality of information of which she is apprized before, during, and after the provision of service. Original documents will be returned to the Client on request. Stéphanie Soudais may not be held responsible in the event that information is intercepted or used by a third party during data 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 Stéphanie Soudais of the means of transmission to be used to ensure the confidentiality of sensitive information.

## **VII. Liability**

Translations are performed by Stéphanie Soudais in the context of an obligation of means. Stéphanie Soudais may in no case incur any liability in respect of claims related to nuances of style. In any case, Stéphanie Soudais' liability is limited only to the amount of the related invoice. It is agreed that delivery deadlines are only of an indicative nature and that late delivery will not give rise to penalties. Stéphanie Soudais may in no case 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 cases of force majeure or disruption of electronic mail connections or postal services.

## **VIII. Corrections and proofreading**

In the event of disagreement over certain aspects of the translation, Stéphanie Soudais undertakes to make related corrections in cooperation with the Client, since it is agreed that this may under no circumstances be invoked to challenge the work as a whole, Stéphanie Soudais undertaking to make the corrections as soon as possible.

## **IX. Payment**

Unless otherwise stipulated, invoices have to be paid net and without discount within 30 days of invoice receipt. In the event of late payment, works on orders in progress may be interrupted as a matter of right until full payment is received and the Client will be liable, without formal demand, for penalties on the full amount outstanding, this being equal to the most recent European Central Bank's main refinancing rate plus 10 percentage points, and for a fixed sum of 40 euros for recovery costs, in accordance with Articles L 441-6 and D 441-5 of the French Commercial Code. Translations remain the property of Stéphanie Soudais until payment is received in full.

## **X. 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. Thus, the Client must 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, Stéphanie Soudais 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 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 Stéphanie Soudais. Consequently, if a translation is of a literary or artistic nature, Stéphanie has the right to require, as provided under France's Intellectual Property Code (paragraph L. 132-11), that her name be shown on any copies or publications of the translation, this being without prejudice to Stéphanie Soudais' economic rights.

## **XI. Cancellation**

In the event that the Client gives Stéphanie Soudais written notice of the cancellation, for whatever reason, of an order on which work has already begun, the Client is to pay Stéphanie Soudais the full amount for the portion completed and 50 percent for that not completed.

## **XII. Disputes**

In the event of a dispute as to the application of the Terms of Sale or as to a translation performed by Stéphanie Soudais, only the Tribunal de Commerce in Nantes (Loire-Atlantique, France) is competent.

(General Terms of Sales adapted from Société française des traducteurs' recommendations)