

STANDARD TERMS & CONDITIONS OF SALE (PROVISION OF TRANSLATION SERVICES)

Subject: These Standard Terms and Conditions of Sale frame the definition of the contractual relations between company A.D.T. and its Clients.

Article 1 – Scope

The Group A.D.T., of which the registered office is located at 27 avenue du Général Leclerc Soisy-sous-Montmorency (95230) - France and which is registered with the register of commerce and companies of Pontoise under number B 423 681 725 is engaged principally in the business of providing translating and interpreting services (APE Code: 7430Z).

Prior to any transaction, the Client acknowledges having read the standard terms and conditions of sale and declares expressly that he accepts the same unreservedly. The acceptance of the order by the Client in writing (signature for agreement on the estimate and/or the order form, signature of the framework agreement, agreement by e-mail and/or any other type of written agreement) materialises his full and unreserved acceptance of these standard terms and conditions of sale.

These standard terms and conditions of sale and payment prevail:

(i) over any of the Client's conditions of purchase, notwithstanding any stipulations to the contrary, regardless of these being of a later date, unless they have been accepted by A.D.T. in writing;

(ii) over any other document except a signed agreement or contract specific to the transaction or a prior express derogation agreed by A.D.T.

All the documents attached to the estimate form an integral part of the order.

Article 2 – Orders

2.1 – Conditions of performance

A.D.T. reserves the right to refuse to translate any content it considers to be unlawful and/or defamatory in nature or any document without any other explanation. Where the texts to be translated are subject to copyright, the Client warrants to A.D.T. that all the necessary authorisations for the translation to be made have been obtained.

Sales of services are not treated as a bargain and sale until an estimate has been prepared by A.D.T. and the Client has expressly signed and accepted the same in writing.

2.2 – Modifications

Any modification to the order requested by the Client will only be taken into account, within the limit of what is possible for A.D.T., if notified in writing. The deadlines for performance will then be reviewed and fixed by mutual agreement with the Client in accordance with the significance and nature of the translation work.

2.3 – Undertaking by the Client

In confirming the order by returning the accepted estimate signed by him, the Client agrees to:

- fill in his purchase order number on the estimate,
- supply all the source documents by the appointed date and time,
- not to make any subsequent modification thereto.

Should the Client fail to observe any one of the above commitments, A.D.T. may decide not to deliver to the Client.

Once provision of the service has commenced, the Client waives all other stipulations of his standard terms of purchase other than those reiterated in the order.

Apart from a case of force majeure, in the event of cancellation subsequent to signature of the estimate, the Client must pay for the whole of the work already carried out before cancellation.

2.4 – Undertaking by A.D.T.

In accepting the estimate signed by the Client, A.D.T. agrees to comply with the order and agreed performance time frame.

In the event of reservations, A.D.T. must remedy the same promptly, address any

observations made and resubmit the work for acceptance. These modifications may in particular relate to corrections requested by the Client and must be incorporated into the work so that A.D.T. is able to supply a final version of the file. These corrections may relate only to items of spelling, grammar, mistakes in references or paragraph marks. No other correction will be processed by A.D.T.

Article 3 – Rates

The services are supplied at the rates set out on the scale of charges provided by A.D.T. These rates are firm and not subject to revision during their period of validity, as defined on the said scale.

The services ordered are supplied at the rates current as at the date of confirmation of the order by the Client, as given to him prior to his placing the order.

Orders from the Client for specific services, and especially urgent translations, to which this schedule of charges cannot apply, will be subject to an estimate previously accepted by the Client. Rates are understood to be net and Exclusive of Taxes.

An invoice is raised by A.D.T. for each supply of translation services and submitted to the Client by e-mail or post.

A.D.T. is entitled to modify its rates and charges at any time. However, A.D.T. agrees to invoice the services provided at the prices stated at the time the estimate is accepted, signed and agreed.

Article 4 – Terms and conditions of the supply of services

Delivery is understood to be the actual handing over of the translations or services ordered, in terms of quality and quantity, accompanied by the documents required, inspected and accepted by A.D.T.

The translations or services ordered are delivered in accordance with the terms of the contract, protected against computer viruses or any element that might impair use of the translation or service ordered.

4.1 – Delivery time

The translation services requested by the Client will be provided within the time agreed between the parties, with effect from receipt by A.D.T. of the corresponding signed order form, accompanied by a down payment if A.D.T. so requires.

The deadlines set out on the order form are firm, absolute and irrevocable.

A.D.T. is bound to meet the deadlines and limits fixed by the estimate for delivery of the documents.

The Client is deemed to be perfectly aware of the conditions in which the order must be completed.

In no case can the liability of A.D.T. be incurred in the event of delay or suspension in provision of the services attributable to the Client, or in case of force majeure.

The delivery date (or dates) agreed between A.D.T. and the Client are contractually binding only after A.D.T. has received and accepted all the source documents to be translated and full instructions from the Client, and once the final estimate has been drawn up and accepted. Given that the delivery date and delivery time, where applicable, are often of the highest importance for the Client, the parties must explicitly agree on these in writing.

Unless agreed otherwise, A.D.T. will expedite the translation such that the Client can legitimately expect to receive it on the day agreed for delivery.

Depending on the case, delivery is deemed to take place at the time the translation is posted by mail, handed to a courier or transmitted by

fax, modem or Internet; and the risk is transferred to the Client thereupon.

However, A.D.T. agrees to retain a copy of its translation and, in the event of loss or damage possibly sustained by the delivered translation, to send a further copy thereof free of charge.

On the subject of delivery by e-mail, delivery is deemed to have taken place on receipt by A.D.T. of the electronic read-receipt relating to its delivery e-mail. Clients must send this receipt as a matter of routine via their messaging server.

A.D.T. cannot be held liable for the consequences of any delay attributable to reasons outside of its control. Accordingly, the Client must be aware that A.D.T. cannot be held liable for delays or for corruption of data that might be linked, one way or another, to any breakdown caused by failure of the servers or telecommunication systems for which the Client is responsible. In order to ensure timely delivery of the service, both parties agree to make all possible efforts to overcome any circumstances outside of their control which, to their knowledge, may occur from time to time.

4.2 – Delay in delivery or remittance of a service

A.D.T. agrees to notify the Client within eight hours and give reasons for any foreseeable delay concerning delivery times. In this respect, the Client may not claim any financial compensation.

Article 5 – Conditions of payment

5.1 Payment times

Settlement of all invoices must take place in full at 45 days end of month or 60 calendar days with effect from the date the invoice was issued.

In the event the Client is in breach of any of the payment conditions stated above, A.D.T. reserves the right to suspend its services without the Client being entitled to seek any remedy. The application of this clause does not exempt the Client from settling invoices due in full.

5.2 – Late payment penalties

In the event of late payment in settlement of the sums due by the Client past the payment date shown on the invoice addressed to the latter, late payment penalties may be applied, at the discretion of A.D.T. The rate applied for calculating these penalties is three (3) times the current legal rate of interest in force at the date of invoicing, with effect from the day after the date provided on the invoice as being the date payment becomes due and payable. These penalties will accrue to A.D.T. automatically and as a matter of law, without any formality or prior notice and will entail the whole of the sums due to A.D.T. by the Client becoming due and payable immediately, without prejudice to any other action that A.D.T. would be entitled to bring against the Client in this connection.

In the event of staggered delivery, once the Client has been advised that an interim payment due is unpaid, A.D.T. is entitled to interrupt work on the task entrusted until such time as the unpaid amount has been settled or new conditions have been agreed. Recourse to such an action takes place without prejudice to any sum due and does not incur any liability on the part of A.D.T. whatsoever with regard to the Client or any third party.

In the event of non-compliance with the conditions of payment shown above, A.D.T. further reserves the right to cancel the supply of the services ordered by the Client, suspend performance of its obligations and cancel any rebates or discounts that might have been granted to the latter.

5.3 – No offsetting

Unless A.D.T. agreed expressly in writing beforehand subject to the reciprocal debts and claims being unquestionable, liquidated and payable, no offsetting may be made validly between possible penalties for delay in the supply of the services ordered or non-compliance of the services with the order and the sums due in respect of the purchase of the said services from A.D.T.

Article 6- Liability of A.D.T.

A.D.T. agrees to ensure the Client receives consistent quality of service. A.D.T. will deploy personnel and techniques perfectly adapted to provide the service requested in the contract to be performed. It agrees to adapt its equipment, methods, resources and know-how as the business in which it is engaged develops so as to always be able to give the Client the assistance best-suited to his requirements and the most compliant with the state of the art.

Nevertheless, A.D.T.'s liability in any capacity whatsoever is limited to the amount invoiced for the work accomplished, except in the case of legitimately foreseeable consequences, so long as:

- 1) the potential existence of such liability has been expressly notified in writing and that
- 2) the liability in question is confined to an upper limit of compensation agreed in the context of the professional liability insurance which its freelance translators may take out.

The obligation of A.D.T. in respect of the translation business is an obligation of means and is not binding on A.D.T. in terms of the results insofar as concerns its translation assignment relating to any project(s).

A.D.T. agrees exclusively to supply the services described by the Client, with the due care and attention normally required, in accordance with the rule of "good faith" laid down by article 1134 paragraph 3 of the French Civil Code.

A.D.T. agrees to exercise due care and attention and to ensure that the project(s) allow it to meet its commitments, in accordance with the conditions originally agreed between the parties.

Article 7 – Cancellation and suspension

If the Client decides to cancel or to partially or totally suspend a translation service that has already been ordered, A.D.T. will invoice for all the costs relating to all the work already carried out up to the date on which A.D.T. is informed of the cancellation or suspension of the translation service, as well as all costs and expenses that might arise therefrom.

In the event of force majeure (that is to say, circumstances of a compelling and unpredictable nature impacting on performance of the translation services, the occurrence of which was assessed by A.D.T. at the date on which the contract was made), A.D.T. must advise the Client without delay, specifying the circumstances. The occurrence of an event of force majeure entitles A.D.T. and the Client alike to withdraw from the order undertaken. Nevertheless, the Client agrees to pay A.D.T. for the work already completed. Where appropriate, A.D.T. must cooperate with the Client to find another service provider of equivalent quality in order to complete the order in full.

In the event of cessation of activity by the Client (except for voluntary winding-up for reformation), appointment of an official receiver, proven insolvency or bankruptcy of the Client or if the latter makes an agreement with its creditors, A.D.T. is entitled to terminate any contract or order in progress.

Article 8 – Complaints

A.D.T. agrees to produce an accurate translation of the Client's original text, using the correct idiom and register. The Client must agree that a translation may not have the same shades of meaning as the original and no liability is accepted for any presumed lack of advertising or commercial impact. A translation is the reflection of the quality of the original written document.

If the way certain concepts are expressed in the original document, if an inappropriate level of language is used or if the text contains typing mistakes, or is incomplete or contains factual errors, A.D.T. will endeavour to correct these in the translation. However, A.D.T. cannot be held liable in any way whatsoever for any loss of commercial impact, loss of image or any other type of problem that might arise from the Client's initial errors.

In the event of disagreement over terminology, A.D.T. agrees to kindly seek the best-adapted solution to meet the Client's requirements, all corrections being carried out in the shortest time possible without however calling the whole document into question.

In the absence of any complaints made expressly by the Client upon receipt of the translation work, the latter will be deemed to be compliant with the order in terms of quality and quantity.

Any complaint from the Client relating to work completed must be in writing and notified to A.D.T. within a period of eight (8) calendar days with effect from receipt of the said work by the Client. The latter must set out the grounds for the complaint in writing and it is an absolute requirement that the number and date of the corresponding invoice are stated and all supporting evidence included.

For any complaint arising from the non-performance or the manifestly substandard performance of the services, A.D.T. will rectify the same in the shortest possible time, where the Client has provided evidence in support of its claims. Where appropriate, A.D.T. agrees to compensate the Client up to the amount of the sum invoiced for the service corresponding to the language combination in question and on the absolute condition that the said fees were invoiced in accordance with A.D.T. conditions of business and subject to the work supplied having been used by the Client for the intended purpose stated at the time of the order.

No claim can be validly accepted in the event of the Client not complying with these formalities and deadlines.

Similarly, in the event of special request by the Client relating to the conditions of delivery of the services, duly accepted by A.D.T. in writing, the costs connected thereto will be the subject of specific supplementary invoicing, against estimate previously accepted by the Client.

In no circumstances can A.D.T. be held liable with regard to the Client or any third party, for any loss or any consequential loss of any nature whatsoever (including loss of profits) which might arise from the use of the translated documents and which might exceed the amount of the contract relating to the work supplied; the Client must agree to hold A.D.T. harmless against any complaint or claim that might be brought against it in respect of loss or consequential loss of this nature.

A.D.T. also declines all liability with regard to any problem that might arise from the Client's decision to use the final translated text for any purpose other than that initially provided, without having first consulted A.D.T. to check if any alterations were necessary.

The total amount of A.D.T.'s liability with regard to the Client in respect of any contract or purchase order and relating specifically (but not exclusively) to the translations carried out, cannot exceed the amount due to A.D.T. by the Client in respect of any contract or purchase order with regard to which a claim is made.

Any claim relating to A.D.T.'s invoices must be brought to the attention of A.D.T. by letter in recorded delivery within seven calendar days following their despatch. As the case may be, they will be treated as having been accepted without reservation.

Article 9 – Miscellaneous provisions

All riders and additions to any order must be drawn up in writing and signed by A.D.T. Verbal agreement will, therefore, have no legal value.

The parties agree that the clauses and conditions of contract or of any rider, addition, special conditions, etc., are deemed independent. Any clause or condition that might cease to apply because it infringes an absolute legal provision will be deemed unwritten and will not affect the validity of the contract itself, unless it is a determining condition without which A.D.T. would not have accepted the order.

It is expressly agreed that any clause in the Client's standard conditions of purchase that might be contrary to these stipulations shall be annulled as a matter of law.

In the event of A.D.T.'s ceasing its activity before the full and complete performance of the services ordered by the Client and materialised by the signature of the estimate in agreement, the Client agrees not to sue A.D.T. and not to claim compensation and damages.

In the event of force majeure, A.D.T. cannot be held liable for any loss that might be incurred by the Client. Force majeure consists in particular of circumstances of a compelling and unpredictable nature impacting on performance of the translation services, the occurrence of which was assessed at the date on which the contract was made.

Article 10 – Disputes

In the event of dispute relating to the making, enforcement or interpretation of this agreement, the Commercial Court of PONTOISE has sole competence, even in the event of several defendants and/or warranty proceedings.

However, if the Client is not a trader, the competent Court will be at the applicant's choice, either that of the place where the defendant is resident or that of the place where the contract was signed.

Article 11 – Language of the contract – Governing law

The parties expressly agree that these Standard Terms & Conditions of Sale and the purchase and sale transactions that ensue are governed by French law.

They are drafted in French. In the event they are translated into one or more languages, only the French version shall be the authentic version in the event of dispute.

Article 12 – Acceptance by the Client

In signing the estimate, the Client expressly approves and accepts these Standard Terms & Conditions of Sale, hereby declares and acknowledges that he has read and understood the same and therefore that he waives relying on any contradictory document and, specifically, his own standard terms and conditions of purchase, which will not be binding on A.D.T. even if it is aware thereof.