

GENERAL TERMS AND CONDITIONS OF SALE

THEBAULT CONSULTING

Société à responsabilité limitée (limited liability company)

with a share capital of 7,500 euros

Registered office: 128 rue La Boétie 75008 PARIS

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ARTICLE 1: SCOPE OF APPLICATION

These General Terms and Conditions of Sale constitute the only basis of the relationship between the company THEBAULT CONSULTING and its clients, whether individuals or legal entities, exercising a profession or running a business (hereinafter "the Client" or "the Clients"). Their purpose is to define the terms and conditions whereby THEBAULT CONSULTING provides linguistic services to any Client requesting such, namely, but not exhaustively, the provision of translation, interpreting, legalisation, editing and proofreading, localisation and advisory services, irrespective of their content, form and the place of provision of the linguistic service (hereinafter "the Service" or "the Services").

Without restriction or reservation, these General Terms and Conditions of Sale shall apply to any offer and any contract for the provision of Services between THEBAULT CONSULTING and the Client.

The Client is obliged to familiarise itself with these terms and conditions before placing any Service order. Any quotation of THEBAULT CONSULTING accepted by the Client shall serve as a firm and definitive order, and as acceptance, without restriction or reservation, of these General Terms and Conditions of Sale.

ARTICLE 2 – QUOTATIONS AND ORDERS

Each Client order shall be preceded by a free quotation established by THEBAULT CONSULTING based on the documents for translation supplied or the information communicated by the Client.

The quotation, sent by THEBAULT CONSULTING to the Client by post, fax or e-mail, shall notably specify:

- The nature of the Service and any particularities;
- The Service provision deadline;
- The price of the Service.

To issue firm and definitive confirmation of its order, the Client must return the quotation to THEBAULT CONSULTING, without any changes, by e-mail, fax or post, signed and dated with the mention "*Bon pour accord*" (accepted).

If it does not receive the acceptance of the quotation, THEBAULT CONSULTING reserves the right not to commence the provision of its Service.

Upon receipt of the accepted quotation, THEBAULT CONSULTING shall acknowledge receipt thereof with the Client, sending it written confirmation of the acceptance of the order by e-mail, fax or post.

Quotations established by THEBAULT CONSULTING shall be valid for the period specified in the quotation or, failing this, for a period of 30 days from the quotation remittance date.

Should the Client fail to confirm its order based on the procedures above and within the necessary timeframe, the quotation shall be reputed to be null and void.

After having informed the Client, THEBAULT CONSULTING shall reserve the right to increase the prices of the Services and/or to overrun the deadline featured on the confirmation of the Client's initial order, particularly in the following cases:

- If the Client changes or adds documents subsequent to the establishment of the quotation or the placement of the order;
- If documents are missing when the quotation is established. If the quotation had to be established simply on the communication of the approximate number of words and an extract of the content.

Should the Client fail to expressly agree on these new delivery and/or invoicing conditions, THEBAULT CONSULTING shall reserve the right to not commence or to suspend the provision of its Service.

The costs incurred for the provision of the Service (travel, postal charges, express deliveries etc.) shall be borne by the Client.

Any decision to discount or reduce the price shall be at the sole discretion of THEBAULT CONSULTING, and this shall apply only to the Service in question. Under no circumstance shall this give rise to a right acquired for subsequent Services.

ARTICLE 3 – SERVICE PROVISION METHODS

THEBAULT CONSULTING shall undertake to provide its Services in a professional manner and in accordance with standard translation industry practice.

Furthermore, THEBAULT CONSULTING shall be expressly authorised to have its Services provided by third parties in a professional manner and in accordance with standard translation industry practice.

THEBAULT CONSULTING shall provide its Services in accordance with the specifications agreed with the Client on the purchase order/quotation accepted.

The Services requested shall be provided to the Client based on the form and means of communication of its choosing. If sent by post, and in the absence of particular instructions, the Service deliverables shall be sent to the address indicated by the Client in its order.

The documents for translation shall be accompanied by any reference document the Client believes useful to provide to THEBAULT CONSULTING to assist with its assignment, particularly any lexicons, glossaries or terminology bases.

The Client shall be obliged to do everything reasonably necessary to allow for the punctual and correct execution of the contract, and notably to satisfy the requests of THEBAULT CONSULTING regarding the communication of additional information to ensure the optimum provision of its Services.

The Client shall inform THEBAULT CONSULTING of the country of destination of the translations. It acknowledges it has been informed that the proper names of documents written in non-Latin characters may be transcribed using different spellings; if an official spelling already exists, it shall communicate this to THEBAULT CONSULTING.

The Client shall be solely liable for the accuracy and lawfulness of the documents and information communicated to THEBAULT CONSULTING for the provision of the Services. It shall ensure it holds all rights on this documentation and information, including intellectual property rights.

It shall also ensure that these documents and information are free of any harmful virus, script or computer program whatsoever.

Lastly, the Client shall ensure the protection it considers necessary of the media and information entrusted to THEBAULT CONSULTING.

The Client is reputedly informed that THEBAULT CONSULTING uses third parties for the provision of its Services, notably, but not exhaustively: courier companies, Chronopost, UPS, partner companies etc. If the Client wishes to ensure the special protection of the media and information entrusted to THEBAULT CONSULTING it shall, where appropriate and beforehand, request in writing and bear the cost of all the protection measures and insurance it considers necessary.

Under no circumstance may THEBAULT CONSULTING be considered liable or defaulting in the event of the deterioration or loss of the media and information transmitted by the Client.

ARTICLE 4 – CONFIDENTIALITY

The Parties shall treat as confidential the information they exchange before, during and/or after the provision of the Service, and particularly the documents for translation.

THEBAULT CONSULTING shall also impose this confidentiality obligation on the third parties it may use for its provision of the Service, noting that for third parties, the confidentiality obligation of THEBAULT CONSULTING shall constitute a best efforts obligation.

ARTICLE 5 – PRICES – METHODS OF PAYMENT

The prices of the Services are expressed in euros and are exclusive of taxes.

The price established for the provision of a Service shall include, notably and without this being exhaustive, the particularities of the Service requested by the Client, the number of words, the complexity of the translation or interpretation, the qualifications of the translator, editors and proofreaders, interpreters and/or sworn translators, the degree of urgency of the Service provision request etc.

All costs incurred for the provision of the Service (travel, postal charges, express courier dispatches) shall be borne by the Client.

An invoice shall be drawn up by THEBAULT CONSULTING and remitted to the Client during the provision of the Service ordered for full settlement, unless expressly and specifically stated otherwise.

The payments made by the Client shall only be considered to have been made when the sums due have been encashed by THEBAULT CONSULTING.

If payment is by cheque or bank transfer from abroad, all the exchange or bank charges shall give rise to either a flat-rate increase on the quotation or 100% re-invoicing to the Client.

If the event of late payment, any current orders may be automatically suspended until full payment is made. Furthermore, the Client, without any prior notice necessary, shall be charged late payment interest calculated at three (3) times the statutory interest rate in force.

The translation shall remain the property of THEBAULT CONSULTING until the Service is paid in full.

ARTICLE 6 – CANCELLATION OF AN ORDER

Any request by the Client to cancel an accepted quotation shall be addressed in writing to THEBAULT CONSULTING. The Client shall bear the cost of the acknowledgement of receipt of this request by THEBAULT CONSULTING.

If the order is cancelled by the Client after its acceptance by THEBAULT CONSULTING and the provision of the Service has already commenced, a sum proportional to the number of words already translated shall be payable to THEBAULT CONSULTING and invoiced to the Client based on the quotation accepted by the latter.

Notwithstanding the stipulations above, for interpreting orders and orders concerning the on-site secondment of a translator, in the event of cancellation or if a request is made to move the date established for the provision of the Service on the accepted quotation, the Services ordered shall be invoiced as follows:

- No sum shall be due if the cancellation or request to move the date is received by THEBAULT CONSULTING more than 30 (thirty) days at least before the date established for the provision of the Service;
- 30% (thirty percent) of the amount of the quotation accepted shall be payable by the Client to THEBAULT CONSULTING if the cancellation or request to move the date is received by THEBAULT CONSULTING between 30 (thirty) days and fifteen (15) days at least before the date established for the provision of the Service;
- 50% (fifty percent) of the amount of the quotation accepted shall be payable by the Client to THEBAULT CONSULTING if the cancellation or request to move the date is received by THEBAULT CONSULTING between 14 (fourteen) days and eight (8) days at least before the date established for the provision of the Service;
- The full amount of the quotation accepted if the cancellation or request to move the date is made 7 (seven) days or less before the date established for the provision of the Service.

Furthermore, any costs incurred for the provision of the Service (travel, hotel, hire of translation equipment etc.) for which THEBAULT CONSULTING has been unable to obtain a refund shall be borne exclusively by the Client, irrespective of the cancellation date or the date of the request to move.

ARTICLE 7 – DELIVERY DEADLINES

The deadlines for the provision of the Services are communicated by way of indication only.

THEBAULT CONSULTING shall make its best endeavours to provide the Services ordered by the Client within the period agreed on the quotation or acknowledgement of receipt of the order. This deadline, however, shall not constitute a binding deadline. THEBAULT CONSULTING shall assume no liability if the provision of the Services is delayed and overruns that deadline.

If the deadline requested is patently too short for THEBAULT CONSULTING to be able to carry out all the verifications normally required, the Client acknowledges it has been informed that the Service provided might contain imperfections such as typographical errors or omissions, which THEBAULT CONSULTING shall undertake to correct free of charge under the conditions set out in article 8 of these General Terms and Conditions of Sale.

In the event of a delay of more than thirty (30) days not attributable to the Client, the Client may request the cancellation of the transaction, excluding any compensation.

THEBAULT CONSULTING may not be considered liable or defaulting for any delay or non-execution following the occurrence of a case of force majeure generally recognised by French case law and article 1218 of the French Civil Code.

ARTICLE 8 – CLAIMS AND GUARANTEES

The Client acknowledges it has been informed that any translation work involves an element of creativity, research and subjective evaluation. Consequently, it shall inform THEBAULT CONSULTING of any particularity concerning the work assigned.

The Client shall have a period of fifteen (15) calendar days from the reception of the Services to transmit to THEBAULT CONSULTING an express and written report of reservations or claims, together with all related supporting documentation. After this period, and if these formalities fail to be observed, the Services shall be reputed to be accepted without reservation by the Client.

In the event of a reservation or claim, THEBAULT CONSULTING shall undertake to re-examine the work and, to the extent possible and at its own cost, to make any justified changes at the earliest opportunity, with the exception of author corrections, in concertation with the Client.

If Services are requested that are intended for publishing or publication, the Client shall expressly inform THEBAULT CONSULTING of this. In this hypothesis, the Client shall send THEBAULT CONSULTING a dated and signed "bon à tirer" (final proof) before the delivery of the final mock-ups or files translated by THEBAULT CONSULTING. The signature of the "bon à tirer" shall serve as the unreserved acceptance by the Client of the Service provided. Failure to observe this stipulation shall release THEBAULT CONSULTING from any liability.

The liability of THEBAULT CONSULTING shall be limited to the reimbursement of the Services actually paid by the Client.

THEBAULT CONSULTING shall not be liable for direct or indirect damages caused to the Client or to third parties, including, but not limited to, loss of income or profits.

ARTICLE 9-APPLICABLE LAW – LANGUAGE

These General Terms and Conditions of Sale and the resulting transactions shall be governed by and subject to French law.

These General Terms and Conditions of Sale are written in French. If they are translated into one or more foreign languages, the French text only shall prevail in the event of dispute.

ARTICLE 10 – NON-ENFORCEABILITY OF THE GENERAL TERMS AND CONDITIONS OF PURCHASE OF THE PROFESSIONAL CLIENT

These General Terms and Conditions of Sale shall be expressly approved and accepted by the Client, of which the Client states and acknowledges it has full knowledge. Accordingly, the Client shall waive the citing of any contradictory documents, notably its own general terms and conditions of purchase, which shall not be enforceable on THEBAULT CONSULTING, even if it has knowledge thereof.

ARTICLE 11 – DISPUTES

All disputes which might arise from the transactions concluded in application of these General Terms and Conditions of Sale, concerning their validity, interpretation, execution, termination, consequences and repercussions, and which cannot be resolved between THEBAULT CONSULTING and the Client, shall be referred to the exclusive jurisdiction of the Commercial Court of PARIS.

THEBAULT CONSULTING

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