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## GENERAL TERMS AND CONDITIONS OF SALE:

### Translation jobs

These General Terms and Conditions of Sale set out the contractual rules governing the relationship between the Client and ArtLingua.

#### 1. Applicability and validity of terms of sale

All orders placed imply the client's full acceptance of these Terms and Conditions of Sale, without any reservation whatsoever and to the exclusion of any other document.

No special terms will take precedence over these Terms and Conditions of Sale unless expressly stated in writing on the final and binding purchase order.

The execution of any service by ArtLingua implies that the Client accepts these Terms and Conditions of Sale and waives their own general terms and conditions. Any other disposition, in the absence of manifest consent, will be ineffective against ArtLingua, regardless of the time at which they may have been made aware of it.

Any condition to the contrary shall not be binding upon ArtLingua unless expressly accepted by ArtLingua in writing, regardless of when ArtLingua becomes aware of the condition.

ArtLingua's failure to enforce one or more of the provisions of these Terms and Conditions of Sale shall not be interpreted as a waiver of ArtLingua's right to exercise any of the provisions hereof at a later date.

#### 2. Quotes and orders

Each order placed by the Client shall be preceded by a free quote issued by ArtLingua based on the documents to be translated or information provided by the Client.

The quote ArtLingua sends to the Client by email shall include:

- The number of words or pages to be translated;
- The language pair;
- The way in which the translation was priced. A translation is billed either at a flat rate, at an hourly rate, or based on ArtLingua's rates at the time the quote is prepared, such as the number of words in the text to be translated or number of target words in the translated text, according to the Statistics function in the CAT Tool used by ArtLingua, by line, page, or by hour.
- The date of delivery of the translation;
- The format of the translated documents in case a specific layout has been requested;



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- Any special rates applied because of urgency, specific research, or any other service that goes beyond the services usually provided by ArtLingua.

To confirm an order, the Client must return the unaltered quote with the Client's written approval and signature to ArtLingua by regular mail or fax if the quote was sent to the Client by regular mail or fax. If the Client received the quote by electronic mail, the Client may confirm the order by return electronic mail clearly expressing their acceptance. If ArtLingua does not receive confirmation of the order, ArtLingua reserves the right not to commence work on the project concerned.

If confirmation of the order is not received within three (3) months of the date on which the quote was sent, the quote shall be considered null and void.

ArtLingua reserves the right, after informing the Client, to charge an additional fee and/or not to adhere to the delivery date on the Client's initial order in the following cases:

- a. Modification of documents or the addition of documents by the Client after the initial quote was prepared by ArtLingua, in which case ArtLingua reserves the right to adjust the rate based on the estimated or requested additional volume of work;
- b. If the documents were not provided during the quote preparation process, for instance, 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, ArtLingua reserves the right not to commence work.

Unless stated otherwise in the quote, any costs incurred during the provision of services (travel, courier or postal fees, etc.) shall be borne by the Client.

Any decisions to offer a discount, reduction, or sliding fee scale based on a percentage or flat fee (per page, line or hour) are at the sole discretion of ArtLingua and only for the service to which they apply. Any discounts or rebates offered to the Client shall not constitute a vested right to future discounts or rebates.

In the event that a quote is not sent to the Client before the commencement of work, translation services shall be invoiced at the base rate usually billed by ArtLingua. The Client's acceptance of any deadlines proposed by ArtLingua shall be deemed to be the equivalent of a firm order.

### 3. Proof

The Client agrees to consider faxes, e-mails, copies, and computer files as equivalent to the original and valid proof that the order was confirmed.



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#### 4. Deposits

Any order exceeding Euro 1,000.00 excluding tax may be subject to a deposit, the amount of which shall be clearly stipulated in the quote. Work shall begin only once the payment has cleared.

#### 5. Delivery

Any delivery date or dates agreed to between ArtLingua and the Client shall become binding only when ArtLingua has received all of the documents to be translated and if the Client has confirmed their order as specified in Paragraph 2 above within 3 (three) working days from the date on which the quote was received. After that deadline, the delivery date may be revised if so required by ArtLingua's workload.

#### 6. Artlingua's obligation

ArtLingua agrees to provide a translation that is as faithful as possible to the original and that complies with professional standards. It shall make every effort to take into account and include in the translation information provided by the Client (glossaries, drawings, diagrams, abbreviations). ArtLingua may not be held liable for any inconsistencies or ambiguities in the source text, and the Client alone shall be responsible for ascertaining the final text's technical coherence.

#### 7. The client's obligations

The Client shall provide ArtLingua with all of the texts to be translated and all of the technical information required to understand the text and, if necessary, the specific terminology required. If the Client fails to inform ArtLingua, ArtLingua may not be held liable if the translation does not conform to the Client's standards or if delivery is late.

The client has ten (10) working days from the time the translated documents are received to inform ArtLingua in writing of any concerns it may have regarding the quality of the translation. Once this period has expired, the service shall be considered duly completed and no claims may be made. The client agrees to consider postal, fax, or electronic mail receipts as proof of delivery.

#### 8. Confidentiality

ArtLingua agrees to preserve the confidentiality of information ArtLingua becomes aware of before, during, and after providing services. Original documents shall be returned to the Client or deleted upon simple request.

ArtLingua may not be held liable in the event that information is intercepted or used by a third party during the transfer of data, especially on the Internet. Therefore, the Client must inform ArtLingua, before the provision of services or at the time the order is placed, of the means of transmission the Client would like ArtLingua to use to ensure the confidentiality of any sensitive information.

ArtLingua may use employees or subcontractors to perform the services. All subcontractors working on behalf of ArtLingua are bound by a Confidentiality Agreement and are liable for any disclosure of confidential information made available to them in the course of their work.



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## 9. Format

Translations are delivered by email in their original format. Any other means of delivery or formats must be expressly agreed to by the parties and may result in additional fees.

## 10. Responsibility

The liability of ArtLingua on any grounds whatsoever shall be limited to the invoiced value of the work. Under no circumstances may ArtLingua be held liable for claims related to nuances of style.

It is expressly agreed that delivery deadlines are provided for information purposes only and that missed deadlines shall not be considered grounds for penalties. ArtLingua may not be held liable for direct or indirect harm to the Client or a third party resulting from late delivery due to force majeure or fax transmission, electronic mail, postal and other problems.

## 11. Corrections and proofreading

Should the client disagree with certain aspects of the translation, ArtLingua reserves the right to correct these aspects in cooperation with the Client.

If the translation is to be published, ArtLingua shall receive the printer's proofs to proofread them before the document goes to print.

Unless specified otherwise in writing, all corrections will be charged at the prevailing hourly rate.

## 12. Payment

Unless specified otherwise in the quote, the Client shall pay ArtLingua in full upon receipt of ArtLingua's invoice or, if applicable, by the deadline agreed to with ArtLingua.

In the case of payments by check or wire from abroad, all forex and banking fees will be specified in the quote or charged to the Client.

In the event of late payments, orders in progress may be unilaterally interrupted until full payment is received, and the Client will be liable for late payment penalties of one and a half time the prevailing base legal interest rate applied to the entire sum in question, without any formal notice being required.

Translations shall remain the property of ArtLingua until payment has been received in full.

Where orders placed by professional clients are concerned, in the event of late payment, any orders in progress may be unilaterally interrupted by ArtLingua until full payment is received, and the Client shall be liable to a late-payment penalty, plus a flat-rate payment of EUR 40.00 to cover collection costs, without any formal notice being required, in accordance with Article L.441-6 of the French Commercial Code. The late-payment penalty shall be calculated by applying to the outstanding amount the European Central Bank's interest rate for its most recent refinancing operation, plus 10 percentage points.



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### 13. Copyright

Before undertaking to have a document translated, the Client must ensure that doing so does not infringe the rights of any third parties. Therefore, the Client must be the author of the original document or have obtained written permission to have the document translated from the party holding the copyrights to the document.

If the Client has not ensured that these conditions have been fulfilled, under no circumstances may ArtLingua be held liable if all or a portion of the documents to be translated were to infringe the rights of a third party or violate any applicable regulations. If this were to occur, the Client alone shall be held liable for any harm or financial consequences resulting from the Client's negligence.

Unless expressly agreed otherwise in advance, the copyright of the translated texts shall remain the property of ArtLingua until the service has been fully completed. Should the client fail to pay for the service in full, any partial or total use of the work by the Client would be deemed unlawful. The copyright of the translation will be transferred to the Client only after full payment has been received.

Furthermore, the Client acknowledges that the translation memories and glossaries created by ArtLingua shall remain the exclusive property of ArtLingua, unless otherwise agreed between the Parties, and may be used by ArtLingua to perform Translation Services.

In the case of literary or artistic translations, the Client acknowledges that the translation will be a new document, whose copyright will be held jointly by the author of the original document and ArtLingua. As a result, and without prejudice to ArtLingua's rights to the work, ArtLingua reserves the right to require that ArtLingua's name be mentioned on any copies or publications of the translation, in compliance with France's Intellectual Property Code (paragraph L.132-11).

### 14. Cancellation

If any commissioned work is cancelled after work has commenced, for any reason whatsoever, and such cancellation is notified in writing by the Client to ArtLingua, the Client shall pay ArtLingua the full contract sum for the work completed plus fifty percent (50%) of the uncompleted work.

### 15. Complaints and disputes

In the event of a complaint or dispute of any nature whatsoever, ArtLingua and the Client agree to attempt to settle the complaint or dispute amicably as follows.

As soon as the event from which the complaint or dispute arises occurs, either party may refer the matter to the Arbitration Commission of the Société Française des Traducteurs (SFT) by registered letter with return receipt.

The parties agree to allow the Commission to attempt to arbitrate using the means it deems appropriate. The parties agree to do everything within their power to ensure that arbitration is successful. They agree to operate in good faith. They also agree not to take legal action in the four (4) months following the referral of the dispute to the Commission. The parties agree that any attempt to resolve the matter through channels other than the Commission during this period may result in the



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rejection of the case by the Commission or in the incapacity to resolve the matter amicably, and shall justify the payment to the other party of Euro 1,500 (one thousand five hundred).

## 16. Governing law, venue and jurisdiction

Any interpretation, performance, enforcement, breach or any other claim (collectively, a “Claim”) in connection with the terms and conditions of this Agreement shall be governed by the laws of France. If disputes and claims cannot be settled amicably as provided for in Article 15, the parties hereby agree to the exclusive venue and jurisdiction of the French courts located in Toulouse for any provisional relief that is sought in connection with a Claim.