



TELELINGUA FRANCE SAS

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GENERAL TERMS AND CONDITIONS OF SALE

§ 1 Scope

The General conditions of sale govern services provided by TELELINGUA FRANCE of translation, interpretation, editing, and DTP regardless of their form, content or location where they are provided. Recourse to one of these services, constitutes acceptance by the CLIENT of these General conditions of sale.

§ 2 Purchase Orders

The estimate accepted by the CLIENT constitutes a firm and final purchase order. TELELINGUA FRANCE reserves the right not to begin the provision of service before receiving this acceptance. The precise nature of the service to be provided, whether in the premises of TELELINGUA FRANCE, or those of the CLIENT or any other site under the latter's authority, must be described in detail. Under no circumstances shall the translator, interpreter, technician or any other seconded personnel accept any other task or assignment without the express authorization of TELELINGUA FRANCE management.

§ 3 Translations – remittance of documents

Texts are remitted by the CLIENT, printed or typed, in hard copy or digital format. No other types of format can be accepted. They may be accompanied by any other information considered relevant by the CLIENT to enable TELELINGUA FRANCE to place such material in its context.

When particular terminology or terminology specific to the CLIENT must be used, the documents are accompanied by lexicons, glossaries or any other information considered necessary in this respect. Failing this, the service will be assured by TELELINGUA FRANCE according to the applicable standards of the profession.

§ 4 Invoicing

Estimates will be established on the basis of rates in force when on the day the order is placed and the specific characteristics of the service, and notably those concerning special terminologies and agreed delivery deadlines.

Rates used to establish estimates for translation are based on the number of source words or hours.

Services are invoiced on the basis of and according to the conditions of performance mentioned in the accepted estimates.

Invoices will be established and issued as soon as the service has been completed.

In the case of a cancellation of a translation or DTP order notified by the CLIENT, the work performed by TELELINGUA FRANCE on the day of said cancellation will be invoiced in full, and the remaining work shall be invoiced at 50%.

In the case of a cancellation of an interpretation order notified by the CLIENT, the service shall be invoiced in full when said cancellation is notified within less than fifteen calendar days before the date set for the beginning of the assignment, and 50% when said cancellation is notified within the more than fifteen days from the date set for the beginning of the assignment.

§ 5 Translations – deliveries

The delivery date corresponds to the date the work leaves the commercial premises of TELELINGUA FRANCE.

The choice of delivery method is up to the CLIENT. The methods of delivery proposed by TELELINGUA FRANCE include mail, fax, e-mail or delivery by courier.

The CLIENT will be invoiced the additional charge of delivery by express mail or courier service.

In any event, the work shall be delivered within the stipulated delivery dates only if the CLIENT is up to date with its payments to TELELINGUA FRANCE.

§ 6 Terms of payment

Except subject to special agreements, invoices are drawn up on a net basis without rebates and payable in cash upon receipt. These terms of payment apply to all TELELINGUA FRANCE customers and exceptions may only be granted pursuant to a special express agreement by the parties.

For services exceeding 5,000 euros, a down payment of 30% shall be payable when the order is placed.

If the customer fails to pay any amounts inclusive of VAT by the due date, the past due invoice will be subject to the imposition of interest charges in the amount of three times the applicable legal rate. Such interest charges will be automatically payable and debited to the customer's account. Furthermore, our company reserves the right to refer the matter to the court of

competent jurisdiction to stop such non-performance, subject to a daily penalty for non-compliance.

In pursuance of Sections 441-6 and D. 441-5 of the French commercial code, in case of non-performance, the debtor will automatically be liable to pay a fixed €40 charge to cover collection costs, in addition to any late performance penalties.

Additional indemnification may be claimed, upon presentation of supporting evidence, where the collection costs incurred are greater than the fixed amount.

In the event of late payment, TELELINGUA FRANCE reserves the right to suspend orders in progress.

§ 7 Acceptance of work

When services are received, the CLIENT shall be responsible for ensuring they are in conformity with the provisions of the order.

Claims may be considered only if sent to TELELINGUA FRANCE within not more than eight calendar days following delivery of these services and confirmed by registered letter. Following this delay, any new service will be subject to an additional invoice.

§ 8 Liability

Services to be performed by TELELINGUA FRANCE shall be subject to a best-endeavours obligation.

In the event of a disagreement concerning terminology used and excluding any issue of stylistic nuance, in a part of the service, TELELINGUA FRANCE undertakes, with all diligence reasonably possible, to find the solution best adapted to the needs of the CLIENT, it being understood however that this may under no case be invoked as grounds to call into question the performance of the service as a whole, in which case TELELINGUA FRANCE undertakes to proceed with such corrections as quickly as possible.

If TELELINGUA FRANCE's liability is incurred pursuant to the eventual non-performance or poor performance of the contract, which has been demonstrated by the Client, compensation shall be limited to the direct loss incurred by the CLIENT, which may under no circumstances exceed the amount invoiced for the service.

§ 9 Insurance

The CLIENT shall be responsible for insuring itself the original documents and media sent and entrusted to TELELINGUA FRANCE.

§ 10 Designation of jurisdiction

In the event of a dispute concerning the application of these general conditions of sale or any dispute relating to a service provided by TELELINGUA FRANCE, the Commercial Court of Bobigny shall have exclusive jurisdiction.

§ 11 Copyright

The CLIENT is deemed to be the author of the text requiring translation and explicitly consents to the translation of the said text in accordance with applicable legislation, including copyright law. The CLIENT is also deemed to have obtained licence rights to the software required to prepare and format the source text.

TELELINGUA FRANCE owns the copyright to the translated text and its formatting. However, all the transferable elements of the copyright to the translation and its formatting performed by TELELINGUA FRANCE are assigned by TELELINGUA FRANCE to the CLIENT upon full payment of the invoice issued by TELELINGUA FRANCE. Once the CLIENT has paid the invoice in full, the CLIENT shall have the right to assign, lease, license and impose rights and sureties on the said copyright, whether in whole or in part, as well as the right to modify and adapt the translation and formatting.

If the CLIENT asks TELELINGUA FRANCE to use a translation memory, its content shall be and remain the property of TELELINGUA FRANCE, unless otherwise agreed with the CLIENT.

§ 12 Confidentiality

As part of the aforementioned translation requirements, TELELINGUA FRANCE agrees to the following confidentiality obligations: maintain the confidentiality of all the information received as necessary to perform the services (texts requiring translation, documentation, etc.) and not disclose such information to any party whatsoever; implement the necessary security measures to protect such confidential information and exercise the same degree of care that TELELINGUA FRANCE accords to its own confidential information; not disclose to any party whatsoever that it has received confidential information or that discussions have taken place or will take place concerning such information; use the confidential information solely for the purpose of providing the translation and/or editing services; take all necessary measures to ensure that all people with access to the said information for the performance of the project (members of staff, external translators and proofreaders, etc.) are bound by the same confidentiality obligations.
