

## **AXIOTRAD S.A.S. GENERAL TERMS OF SERVICE PROVISION**

### **DEFINITIONS**

The following definitions apply to these General Terms of Service Provision:

'Provider' is intended as AxioTrad SAS, a company under French law with a capital of €3,000, registered with the French Trade and Companies Register of Meaux under the number 835 284 472, and whose registered premises is 8B, rue Jablinot, 77100 Meaux.

'Client' is intended as a legal person acting in the fulfilment of his/her profession or within a company or a natural person fulfilling the legal role of consumer with whom AxioTrad has an agreement, the purpose of which is the provision of translation and other services.

'Service' is intended as translation, interpretation or any other services offered by AxioTrad to the Client as part of an offer or agreement between AxioTrad and the Client.

### **1. APPLICATION OF THE GENERAL TERMS - OPPOSABILITY**

Each requested job implies full and unreserved acceptance on the part of the Client of these general terms of service provision, with the exclusion of any other document.

No special terms may prevail over the present general terms of service provision unless the job request form includes a firm, definitive, formal and written exception.

The performance of any service by the Service Provider implies acceptance on the part of the Client of these general terms, and the Client's waiver of his/her own general terms of purchase. Unless expressly accepted, any terms to the contrary will be unenforceable against the Service Provider, regardless of when it was brought to its attention.

The fact that the Service Provider does not invoke these general terms of service provision at a given time cannot be interpreted as a waiving of the right to invoke said terms at a later date.

These General Terms of Service Provision are also accessible at any time through the AxioTrad website: [www.axiotrad.fr](http://www.axiotrad.fr) and will prevail, where applicable, over any other version or any other contradictory document.

### **2. JOB REQUESTS/QUOTES**

Client job requests are usually preceded by a free quote offered by the Service Provider and based on the documents to be translated or the information provided by the Client.

The quote sent by the Service Provider to the Client, by post, fax or email, specifies the following:

- The source language;
- The delivery deadline of the translation service;
- The format of the documents to be translated if a specific layout is required for the final document;
- Any price increases applied, in particular due to urgency, specific terminological research or any other request that results from the usual services provided by the Service Provider.

In order to definitively confirm a requested job, the Client must return the quote unaltered to the Service Provider both signed and including the words 'good for agreement' either by postal mail or fax if received via postal mail or fax, or by email if received via this medium, the latter also requiring an expression of consent. If the Service Provider does not receive acceptance of the quote, it reserves the right not to initiate the provision of service.

In the absence of confirmation of a job request in accordance with the procedures set out above and within the deadline indicated in the quote, or beyond a period of 3 (three) months from the date the quote is sent, the latter will be considered null and void.

The Service Provider reserves the right, after informing the Client thereof, to increase the rates of the services provided and/or to adjust the delivery deadline as it appears on the Client's initial job confirmation, in the following cases:

- a. The modification or addition of documents by the Client after the quote has been drawn up by the Service Provider. In this event, the Service Provider reserves the right to adjust its price according to the confirmed or requested volume of additional text;
- b. The absence of documents when drawing up the quote (if the quote is based on the approximate number of words and an extract of the content to be translated).

In the absence of express agreement from the Client on these new terms of delivery and/or invoicing, the Service Provider reserves the right not to commence the provision of service.

Unless otherwise agreed in the quote, the costs incurred for the provision of the service (travel, express mail, etc.) are the responsibility of the Client.

Any decisions regarding discounts, reductions or decreased rates, according to a percentage or price package (on pages, lines, words or time), remains at the sole discretion of the Service Provider and only for the service being provided. Any discounts or rebates granted to the Client cannot in any case confer a right to subsequent services.

Where no prior quote has been sent to the Client by the Service Provider, job requests are made via email and translation services are invoiced according to the basic rate usually applied by the Service Provider or any other price agreed between the latter and the Client during the email exchange. The Client's approval of the deadline communicated by the Service Provider constitutes acceptance of the job request.

### **3. EVIDENCE**

For the purpose of proving the existence of this acceptance of the quote, the Client agrees to deem faxes, emails, copies and electronic formats as equivalents to the original and as full evidence.

### **4. DELIVERY DEADLINES**

Subject to the delivery of all documents covered by the translation service to the Service Provider, delivery deadlines, indicative only and provided in the quote, are only applicable if the Client confirms the job in accordance with the terms set out in Article 2, above, within a period of 5 (five) working days of receiving the quote. After this period, the delivery deadline may be revised according to the Service Provider's workload.

### **5. OBLIGATIONS OF THE SERVICE PROVIDER**

The Service Provider will endeavour to carry out the translation with the greatest fidelity to the original text and in accordance with the practices of the profession. It will make every effort to take into account and integrate into the translation all information provided by the Client (glossaries, maps, drawings, abbreviations, etc.). The Service Provider declines any liability in the event of inconsistency or ambiguity of the original text, the approval of the technical coherence of the final text being the sole responsibility of the Client.

### **6. OBLIGATIONS OF THE CLIENT**

The Client undertakes to make available to the Service Provider all the texts to be translated and any technical information necessary to understand them and, where applicable, the specific terminology required. If Client does not fulfil the obligation to supply all relevant information to the Service Provider, the latter cannot be held liable for any failure to comply or to meet a deadline.

The Client has a period of 10 (ten) working days from receiving the translated or proofread documents to provide any written disagreement concerning the quality of the service. After this period, the service is considered as having been duly executed and no dispute can be conceded. For this purpose, the Client agrees to consider as proof of delivery any acknowledgement of receipt by post, fax or email.

### **7. CONFIDENTIALITY**

The Service Provider undertakes to respect the confidentiality of the information it is made aware of before, during or after the provision of the service. Original texts can be returned to the Client upon written request.

The Service Provider cannot be held liable because of an interception or a diversion of information during the transfer of said information, particularly via the Internet. Therefore, it is up to the Client to inform the Service Provider, before or during the job, of the preferred means of transfer in order to guarantee the confidentiality of any sensitive information.

### **8. LIABILITY**

The liability of the Service Provider is limited only to the sum of the relevant invoice.

In any case, the Service Provider cannot be held liable for claims or complaints based on nuances of style.

Please note that delivery deadlines are indicative only and failure to meet them does not, in principle, result in late fees. In any event, the Service Provider cannot be held liable because of direct or indirect harm caused to the Client or to third parties because of a delay in delivery due in particular to a case of force majeure or to a problem with transmission/delivery.

### **9. CORRECTIONS AND PROOFING**

In the event of a disagreement over certain aspects of the service, the Service Provider reserves the right to correct this in collaboration with the Client.

When a translation is to be published, the Service Provider must be sent the proof for review.

Unless otherwise agreed in writing, any correction or review/proofreading is subject to additional costs based on the current hourly rate.

### **10. TERMS OF PAYMENT**

Unless otherwise specified in the quote, all invoice amounts are net, exclusive of discounts and are payable within 30 (thirty) days from the date of issue of the invoice.

In the event of payment by check or bank transfer from abroad, all exchange and bank fees will either be included in the quote or sent as an individual invoice to the Client.

A down payment may be required when confirming a job.

Translations will remain the property of the translator until full payment.

Please note that for business customers, when payment is late, ongoing job orders are automatically suspended until full payment and the Client is liable, without any prior notice being required, in accordance with Article L.441-6 of the French Commercial Code, for interest calculated at the rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points, applied to the amount of the invoice in question, as well as a fixed charge for recovery costs of 40 Euro (40) net of tax. An additional charge may be claimed when the recovery costs incurred exceed the amount of the fixed charge, upon provision of supporting documentation.

#### **11. INTELLECTUAL PROPERTY**

Before submitting a document for translation to the Service Provider, the Client must ensure they have the right to do so. The Client must therefore be the author of the original document or have prior written authorisation from the copyright holder of the document regarding its translation

Otherwise, the Service Provider cannot in any way be held responsible if all or part of the documents entrusted by the Client violate the right of intellectual property or any other right of a third party or any applicable regulation. In such an event, the Client alone would assume all possible damages and financial consequences resulting from its negligence alone.

In addition, the Client acknowledges that the translation produced by the Service Provider constitutes a new document whose copyrights are co-owned by the author of the original document and the Service Provider. Accordingly, in the case of services of a literary or artistic nature, and without prejudice to its financial rights to its work, the Service Provider reserves the right to require that its name be cited on any copy or publication of the service, in accordance with Article L.132-11 of the French Intellectual Property Code.

#### **12. CANCELLATION**

In the event of a cancellation of an ongoing job, whatever the reason, notified in writing to the Service Provider, the work already completed will be invoiced to the Client at the rate of 100% (one hundred per cent) and remaining work at 50% (fifty percent).

#### **13. AMICABLE SETTLEMENT**

In the event of litigation of any nature whatsoever and before any action in court, the parties undertake to seek an amicable solution thereto.

The parties undertake to do their utmost to ensure that this mediation is successful. They both undertake to demonstrate the required level of good faith.

#### **14. APPLICABLE LAW - JURISDICTION**

These general terms are subject to French law and must be interpreted in accordance thereto. In the absence of an amicable settlement pursuant to Article 13 above, the parties assign exclusive jurisdiction to the French courts to settle any dispute over the provision of services and these general terms.