

ATIT - TERMS AND CONDITIONS

1. APPLICABILITY AND BINDING NATURE

Acceptance by the Customer of the Quote shall constitute full acceptance of these terms and conditions. Any other terms and conditions are not accepted.

Unless expressly and specifically mentioned in the final quote which shall be signed by the Customer and ATIT (hereinafter referred to as "the Service Provider"), no particular provision shall prevail over these terms and conditions.

Any service provided by the Service Provider implies the Customer fully accepts these terms and conditions, which shall prevail over the Customer's own purchase conditions. Unless expressly agreed by the Service Provider, any conflicting provision shall not be binding on the latter, independently on when the Service Provider learned about such provision.

The fact that the Service Provider does not make these General Terms and Conditions of sale prevail at any time shall not be considered as the Service Provider's relinquishment of these terms and conditions.

2. QUOTES AND ORDERS

Before the Customer places an order, the Service Provider establishes a free quote based on the documents to be translated or the information submitted by the Customer.

The quote sent by the Service Provider to the Customer by post, fax or email will contain the following data:

- Word count or number of pages to be translated;
- Source and target languages;
- Price-setting method for the translation service: either a fixed price, a rate per hour or the price applicable when the quote was established, particularly the price per source word (the source document's words) or the price per target word (the translated document's words) according to the word count tool in Microsoft Word (Tools, Statistics), the price per line, per page, rate per hour, etc;
- The planned delivery date of the translation;
- Source document(s)'s format;
- Target document(s)'s format;
- Any possible price supplement applied because of very short time limit, specific terminology research necessary, particular page make-up or any unusual requirement by the Customer.

In order to place a firm order, the Customer shall return, either by post or by fax, a signed copy of the quote, without any modification, mentioning the date. If the quote is received by email, the Customer shall reply to the email clearly indicating that the quotation is accepted. If the Service Provider does not receive confirmation of acceptance of the quote and, if required, due advance payment, the latter reserves the right not to start translating.

The Customer shall confirm his/her order according to the above-mentioned procedure within 3 (three) days from the date the quote was sent, otherwise the latter shall lapse. In some cases, which must be defined in the quote, the validity period of the quote can be shortened or extended at the Service Provider's sole discretion.

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Having previously informed the Customer, the Service Provider reserves the right to increase the price of its services or not to meet the agreed deadline mentioned on the initial quote sent to the Customer, in the following cases:

- Changes have been made to a document or documents have been added by the Customer after the quote was established by the Service Provider. In such a case, the Service Provider reserves the right to change the price and deadline according to the additional amount of text to translate (whether mentioned by the Customer or noticed by the Service Provider) and, if applicable, the time spent laying out the documents;
- Documents were missing when the quote was established. The quote was based on an estimated word count and an extract of the document's content.

In the absence of the Customer's express agreement on the new delivery and/or payment conditions, the Service Provider reserves the right not to start the work.

Unless otherwise agreed upon in the quote, all fees charged for the service delivery (travelling to the Customer's place, sending registered mail, etc.) will be at the Customer's expense. The decision to offer a discount or to set sliding-scale prices, based on a percentage or a special agreement (price per page, per line or per hour) will be at the Service Provider's discretion and will only be valid for the service in question. Any discount or price reduction offered to the Customer once shall not be taken for granted as for future services.

On the assumption that no prior quote has been addressed to the Customer by the Service Provider, the translation work will be charged according to the Service Provider's basic rate.

3. EVIDENCE

As far as quote acceptance is concerned, the Customer consents to consider a fax, an email, a photocopy or a digital copy as equivalent to the original quote and as irrefutable evidence.

4. ADVANCE PAYMENT

For any order exceeding 200 euros (excluding tax), the Service Provider reserves the right to ask for advance payment, which rate will be mentioned on the quote. In such a case, the Service Provider will only start working after the advance payment has been received.

5. TERM OF DELIVERY

Under the condition that the Service Provider has received all the documents to be translated, the term of delivery mentioned on the quote remains valid only if the Customer confirms his/her order in compliance with Article 2 of these General Terms and Conditions of Sale, within 3 (three) working days from the day he/she received the quote. After this time limit, the term of delivery can be changed depending on the Service Provider's workload. In some cases, which must be defined in the quote, the confirmation time limit for the quote can be shortened or extended at the Service Provider's sole discretion.

6. SERVICE PROVIDER'S OBLIGATIONS

The Service Provider endeavours to provide the Customer with the most faithful possible translation, in accordance with common practice in this field. The Service Provider will do everything he/she can to consider and incorporate in his/her work all the information the Customer provided him/her with

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(glossary, plan, diagram, abbreviations). The Service Provider shall not be held responsible in case of inconsistencies or ambiguity in the source text. Only the Customer shall be responsible for checking the technical consistency of the final text.

7. CUSTOMER'S OBLIGATIONS

The Customer undertakes to put at the Service Provider's disposal all the texts to be translated, all technical information necessary to understand the text and, if applicable, the specific terminology required. If the Customer does not comply with the obligation to provide the Service Provider with all necessary information, the latter shall not be held responsible for any possible nonconformity or not meeting the fixed deadline. The Customer undertakes to answer all the Service Provider's questions within 24 hours. Failing that, the delivery shall be postponed for an equal period of time.

If the Customer wishes to complain about the quality of the service provided, he/she must do so in writing within 7 (seven) days from the date he/she received the translated or proofread document. After this time limit, the service provided will be considered satisfactory and no complaint will be accepted. In order to determine the date of receipt, the Customer consents to consider any acknowledgement of receipt (postal service receipt, fax or email) as evidence of delivery.

8. CONFIDENTIALITY

The Service Provider shall keep confidential all information acquired before, during and after performing the service. Originals can be returned to the Customer or destroyed by request in writing. Translated files can also be destroyed upon Customer's request in writing.

The Service Provider shall not be held responsible for any data interception or misappropriation during data transfer, especially through Internet. Therefore, when the order is placed or beforehand, the Customer shall notify the Service Provider of the wished means of transfer in order to ensure sensitive data confidentiality.

9. FORMAT

By default, translations are delivered by email in MS Word file format. If the source document is a picture (JPEG, TIFF...) or a paper document sent by post or fax, the Service Provider shall not be obliged to keep the same page-layout, except for paragraphs.

Any specific requirement regarding page-layout shall be charged to the Customer. Translations can also be delivered by fax or by post, together with a CD-ROM in PC format, upon request and at the Customer's expense. Delivery through any other means of transfer or format must be agreed in writing between the two parties and may be charged to the Customer.

10. LIABILITY

The Service Provider's liability shall be limited to the price of the placed order.

Under no circumstances shall the Service Provider be held responsible in case the Customer lodges a complaint regarding style preferences.

It is agreed that the delivery date mentioned on the quote is simply an indication and shall not be subject to delay penalties. In all circumstances, the Service Provider shall not be held responsible for any direct or consequential damage caused to the Customer or a third party and resulting from delay

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in delivery when such delay is due to acts of God, or for delayed transmission by fax, modem, email or post.

11. CORRECTING AND PROOFREADING

In case of disagreement on some aspects of the service provided, the Service Provider reserves the right to make corrections to his/her work in collaboration with the Customer.

If a translation is to be published, the Service Provider shall receive the proof-sheet and proofread the translation prior to signing and sending an express authorization to print. Failing that, were the translation to be modified without the Service Provider's consent or published without an express authorization signed by the Service Provider, the latter shall be entitled to claim a €2,000 compensation. This amount shall not be questioned by the Customer and shall be paid upon receipt of the invoice.

Unless otherwise agreed in writing, any correction or proofreading will be charged to the Customer in accordance with the established hourly rate.

12. PAYMENT PROCEDURES

Unless otherwise specified on the quote, the price mentioned on the invoice is net, without any discount and payment is due 30 days after the invoice was issued.

Unless otherwise agreed in writing between the Customer and the Service Provider, all foreign exchange coverage fees or bank charges arising from payment by cheque or bank transfer from abroad will either be subject to a price supplement mentioned on the quote or charged separately in full to the Customer.

In the event of a late payment, in-process orders shall automatically be interrupted until full payment is received and, without any formal notice to pay being required, the Customer shall be liable for penalties for a late-payment penalty at the rate applied by the European Central Bank in its most recent refinancing operation, plus 10 percentage points, and for a 40-euro compensation for recovery costs in accordance with Article L.441-6 of the French Commercial Code (Code du Commerce).

13. INTELLECTUAL PROPERTY

Before submitting a document to the Service Provider for translation, the Customer has to make sure that they are allowed to do so. To have a document translated, the Customer must be the author of the document or have obtained prior authorization in writing from the document's right-holder.

Failing that, should all the documents submitted by the Customer or part of them constitute a breach of intellectual property rights or any right of a third person or any applicable rule, the Service Provider shall not be held responsible. Should such situation arise, the Customer alone shall be liable for all possible damages and financial consequences resulting from their negligent conduct.

In addition, the Customer acknowledges that any translation made by the Service Provider constitutes a new document and that Copyright for this document is held jointly by the author and the Service Provider. Accordingly, should the Service Provider translate documents of a literary or artistic nature, the latter reserves the right to demand that their names are mentioned on every copy or publication of their work, without prejudice to their economic rights, in compliance with

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paragraph L.132-11 of the French Intellectual Property Code. Similarly, the Service Provider reserves the right to demand that their names are not mentioned on the translated work, without prejudice to their economic rights and to their own discretion.

14. CANCELLATION

Should an order in progress be cancelled, whatever the cause, and signified in writing to the Service Provider, the Customer shall be charged for the work already done at 100% (a hundred percent) and for the remaining work at 50% (fifty percent).

15. AMICABLE SETTLEMENT

In case of dispute of any kind, the parties undertake to try to reach an amicable settlement in accordance with the provisions of this article. From the disputed fact incidence date, the first party to act shall refer the matter to the arbitration board of the SFT (the French national translators' association) by registered letter with acknowledgement of receipt and shall send a copy to the other party by the same mean. The parties agree that the task of this arbitration board is to attempt at reconciliation, which should achieve the settlement according to its own terms and conditions.

Both parties shall do their utmost so that the settlement has a good chance of success. The parties are to show bona fides.

In addition, both parties undertake not to bring the matter before a judge for a period of four months from the time the matter was referred to the arbitration board. The parties agree that should the condition set forth hereinbefore be infringed, an estoppel or, in the absence thereof, an obstruction to an amicable settlement of the dispute could be interpreted and a €1,500 payment to the other party shall be owed

16. APPLICABLE LAW AND JURISDICTION

Should the parties fail to agree upon an amicable settlement, all disputes arising in connection therewith shall be submitted to the exclusive jurisdiction of the courts in Grenoble. These conditions shall be governed and construed in accordance with French law.