



French Language Services

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GENERAL TERMS OF SALE

Article I. Application of the Terms of Sale

All orders placed imply the CLIENT's full acceptance of the Terms of Sale to the exclusion of any other document, without any reservation. No special terms may take precedence over these Terms of sale unless they are stated in writing on the Purchase Order in its final and binding form.

Article II. Orders

All orders must be placed with a purchase order sent to FRENCH LANGUAGE SERVICES by electronic mail. FRENCH LANGUAGE SERVICES reserves the right not to proceed with any translation before the purchase order is received.

Article III. Advances

An advance may be required for any order exceeding 2 000 Australian dollars, in which case work will not begin until the advance is received.

Article IV. FRENCH LANGUAGE SERVICES's obligations

FRENCH LANGUAGE SERVICES undertakes to provide a translation that is as faithful as possible to the original and that complies with professional standards. She will do what is necessary to take into account and include in the translation information provided by the CLIENT (glossaries, drawings, diagrams, abbreviations, etc). FRENCH LANGUAGE SERVICES may not be held responsible for any inconsistencies or ambiguities in the sources text, the verification of the final text's technical adequacy being the CLIENT's sole responsibility.

Article V. CLIENT's obligations

The CLIENT undertakes to provide FRENCH LANGUAGE SERVICES with all the texts to be translated, together with all the technical information required for their understanding and, where applicable, the specific terminology required. If the CLIENT fails to properly inform FRENCH LANGUAGE SERVICES, FRENCH LANGUAGE SERVICES may not be held responsible if the translation does not comply with the CLIENT's standards or if delivery is late. The CLIENT should inform FRENCH LANGUAGE SERVICES in writing of any disagreement concerning the quality of the translation within 10 business days from the time the translated documents are received. Once this period has elapsed, the service will be considered duly completed and no further contestation or claims will be allowable. The CLIENT agrees to consider postal, fax or electronic mail receipts as evidence of delivery.

Article VI. Confidentiality

FRENCH LANGUAGE SERVICES undertakes to preserve the confidentiality of information of which she is apprized before, during, and after the provision of service. Original documents will be returned to the CLIENT on request. FRENCH LANGUAGE SERVICES may not be held responsible in the event that information is intercepted or used by a third party during data transfer, in particularly in the case of transmission by internet. Before the provision of services or at the time the order is placed, the CLIENT is thus to inform FRENCH LANGUAGE SERVICES of the means of transmission to be used to ensure the confidentiality of sensitive information.

Article VII. Liability

Translations are performed by FRENCH LANGUAGE SERVICES in the context of an obligation of means. FRENCH LANGUAGE SERVICES may in no case incur any liability in respect of claims related to nuances of style. In any case, FRENCH LANGUAGE SERVICES' liability is limited only to the amount of the related invoice. It is agreed that delivery deadlines are only of an indicative nature and that late delivery will not give rise to penalties. FRENCH LANGUAGE SERVICES may in no case be held



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liable for any loss or damage suffered by the CLIENT or a third party as a direct or indirect consequence of late delivery, as may occur in particular cases of force majeure or disruption of electronic mail connections or postal services.

Article VIII. Corrections and proofreading

In the event of disagreement over certain aspects of the translation, FRENCH LANGUAGE SERVICES undertakes to make related corrections in cooperation with the CLIENT, since it is agreed that this may under no circumstances be invoked to challenge the work as a whole, FRENCH LANGUAGE SERVICES undertaking to make the corrections as soon as possible.

Article IX. Payment

Unless otherwise stipulated, invoices have to be paid net and without discount within 30 days of invoice receipt. In the event of late payment, works on orders in progress may be interrupted as a matter of right until full payment is received and the CLIENT will be liable, without formal demand, for penalties on the full amount of 5% per month. Translations remain the property of FRENCH LANGUAGE SERVICES until payment is received in full.

Article X. Copyright

Before undertaking to have a document translated the CLIENT must have obtained an assurance that this does not infringe the rights of any third parties. Thus, the CLIENT must be the author of the original document or have obtained prior written permission to have the document translated from any person holding copyright. If the CLIENT fails to comply with this requirement, FRENCH LANGUAGE SERVICES may under no circumstances be held responsible or in any way liable if all or a portion of the documents to be translated infringe the intellectual property rights or any rights of a third party, or violate any applicable law or regulation. In such case, the CLIENT alone will be liable for any compensation due and the financial consequences of his own negligence. The CLIENT further acknowledges that the translation is a new document and that the related rights of authorship are held jointly by the author of the original document and FRENCH LANGUAGE SERVICES. Consequently, if a translation is of a literary or artistic nature, FRENCH LANGUAGE SERVICES may have the right to require that the translator name be shown on any copies or publications of the translation, this being without prejudice to FRENCH LANGUAGE SERVICES' economic rights.

Article XI. Cancellation

In the event that the CLIENT gives FRENCH LANGUAGE SERVICES written notice of the cancellation, for whatever reason, of an order on which work has already begun, the CLIENT is to pay FRENCH LANGUAGE SERVICES the full amount for the portion completed and 50 percent for that not completed.

Article XII. Disputes

In the event of a dispute as to the application of the Terms of Sale or as to a translation performed by FRENCH LANGUAGE SERVICES, only the Brisbane Tribunal (Queensland, Australia) is competent.

Note: this is a free translation of the original French. In the event of litigation, the French original shall be considered binding.

(General Terms of Sales adapted from Société française des traducteurs' recommendations)