

TERMS OF BUSINESS

Note: This is a free translation of the original French, and is provided for the convenience of English-speaking clients. In the event of litigation, the French original alone shall be considered binding.

PREAMBLE

These general terms of sale, adapted from the general terms of sale recommended by the SFT (Société Française des Traducteurs) apply to all translation services provided by Arleene McFarlane, a freelance translator and sole proprietor of McFarlane Translations, based in Chartres de Bretagne, Brittany France.

1. APPLICATION AND SCOPE OF THE TERMS OF SALE

All orders placed imply the Client's full acceptance of these 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.

The performance of any service by McFarlane Translations implies that the Client accepts these Terms of Sale and waives his/her own general terms and conditions. Any provision to the contrary will, in the absence of manifest consent, be without effect against McFarlane Translations, regardless of the time at which such provision is brought to the notice of McFarlane Translations.

Should McFarlane Translations not make use of any or several of the provisions in these Terms of Sale, this is not to be interpreted as a waiver of McFarlane Translations' right to make use of any such provisions at a later date.

2. QUOTATIONS AND ORDERS

Before the Client places any order, McFarlane Translations will issue a price quotation, free of charge, on the basis of the documents to be translated or information provided by the Client. The quotation McFarlane Translations sends to the Client by regular mail, electronic mail, or fax will specify:

- The number of words or pages to be translated;
- The language they are in and the language into which they are to be translated;
- The way in which price for the translation was calculated. A translation fee may be a single, inclusive amount or calculated at an hourly rate or at McFarlane Translations' rate at the time the quotation is drawn up, which may be based on criteria such as the number of words in the text to be translated or the number of words in the translated text, as established by the Statistics function in Microsoft Word, or the number of lines, or pages, or the number of hours taken;
- The date the translation is to be delivered;
- The format of the translated documents where a specific layout has been requested;
- Any special rates applied because of urgency or special research or other service that goes beyond those usually provided by McFarlane Translations.

To confirm an order, the Client is to signify acceptance in writing on the quotation received by regular mail or fax, sign the same and return it otherwise un-amended to McFarlane Translations by regular mail or fax. If the Client receives the quotation by electronic mail, the Client may confirm the order by return electronic mail clearly expressing acceptance. If McFarlane Translations does not receive confirmation of the order, McFarlane Translations reserves the right not to commence work on the translation concerned.

If confirmation of the order is not received within three (3) months of the date the quotation is sent by the means referred to above, the quotation will lapse.

McFarlane Translations reserves the right, after informing the Client, to charge an additional fee and/or not to comply with the delivery date on the Client's initial order in any of the following cases:

- Modification of documents or the addition of documents by the Client after the initial quotation was drawn up by McFarlane Translations, in which case McFarlane Translations reserves the right to adjust the amount charged in proportion to the additional volume of work observed or requested;
- The absence of documents at the time the quotation was drawn up;
- An initial quotation based solely 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 date and/or charges, McFarlane Translations reserves the right not to commence work. Unless otherwise provided in the quotation, expenses incurred in connection with the provision of services (travel, courier or postal charges, etc.) are to be borne by the Client.

Any decision to offer a discount, reduction or declining rate, whether expressed as a percentage or an amount (per page, line or hour) is at the sole discretion of McFarlane Translations and only for the service to which they immediately apply. Any such discounts or rebates do not give rise to any rights that the Client might assert in respect of any future services.

If no quotation has been sent to the Client before the commencement of work, charges for translation services will be calculated at the rate habitually applied by McFarlane Translations.

3. EVIDENCE OF ACCEPTANCE

The Client agrees to consider faxes, e-mails, copies, and computer files as equivalent to the original and conclusive evidence of the confirmation of orders.

4. ADVANCES

An advance may be required for any order exceeding one thousand euros (€1,000.00) excluding VAT, in which case the amount of the advance will be stipulated in the quotation. Work will not begin until payment has been received.

5. DELIVERY

Any delivery date or dates agreed between McFarlane Translations and the Client are not binding until McFarlane Translations has received all the documents to be translated and subject to the condition that the Client confirms his/her order as specified in paragraph 2 above within three business days from the date the quotation is received. When the three days have elapsed, McFarlane Translations may change the delivery date to allow for workload constraints.

6. OBLIGATIONS OF MCFARLANE TRANSLATIONS

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

7. CLIENT'S OBLIGATIONS

The Client is to provide McFarlane Translations with all the texts to be translated, together with all of the technical information required for their understanding and, where applicable, the specific terminology required. If the Client fails to properly inform McFarlane Translations, McFarlane Translations may not be held responsible if the translation does not comply with the Client's standards or if delivery is late.

The Client is to inform McFarlane Translations 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.

8. CONFIDENTIALITY

McFarlane Translations undertakes to preserve the confidentiality of information of which it is apprised before, during, and after the provision of services. Original documents will be returned to the Client on request. McFarlane Translations may not be held liable in the event that information is intercepted or used by a third party during transfer, 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 McFarlane Translations of the means of transmission to be used to ensure the confidentiality of sensitive information.

9. DELIVERY FORMAT

Translations are generally delivered by electronic mail, in Word, Excel or PowerPoint format. On request, they may be delivered by fax or regular mail, and/or on a CD. Any other means of delivery or formats must be agreed between the parties and may result in additional charges.

10. LIABILITY

The liability of McFarlane Translations may in no case exceed the invoiced value of the work. McFarlane Translations may in no case incur any liability in respect of claims related to nuances of style.

It is expressly agreed that delivery deadlines are only of an indicative nature and that late delivery will not give rise to penalties. McFarlane Translations may not be held 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 fax transmission, electronic mail connections or postal services.

11. PROOFREADING AND CORRECTIONS

In the event of disagreement over certain aspects of the translation, McFarlane Translations reserves the right to make related corrections in cooperation with the Client.

If the translation is to be published, McFarlane Translations is to receive the printer's proofs to proofread before publication. Unless otherwise specified in writing, all corrections will result in additional charges calculated at the usual hourly rate.

12. PAYMENT

Unless otherwise stipulated in the quotation, full payment is to be made to McFarlane Translations within 30 days from the date of invoice.

In the case of payment by cheque or money transfer from a foreign country, all foreign exchange and banking charges will be either covered by an additional charge specified in the quotation or be separately billed to the Client.

In the event of late payment, work on orders in progress may be unilaterally interrupted as a matter of right until full payment is received and the Client will be liable, without formal demand, for penalties in the form of interest on the full amount

outstanding, this being charged at one and a half times the prevailing interest rate applied to court-ordered payments in France.

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

13. 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. The Client must thus 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, McFarlane Translations may under no circumstances be held responsible or in any way liable if all or a portion of the documents to be translated infringes the intellectual property rights or any other rights of a third party, or violates any applicable law or regulation. In such case, the Client alone will be liable for any compensation due and the financial consequences of his/her 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 McFarlane Translations. Where a translation is of a literary or artistic nature, McFarlane Translations thus has the right to require, as provided under France's Intellectual Property Code (paragraph L.132-11), that its name be shown on any copies or publications of the translation, this being without prejudice to McFarlane Translations' economic rights.

14. CANCELLATION

In the event that the Client gives McFarlane Translations written notice of the cancellation, for whatever reason, of an order on which work has already begun, the Client is to pay McFarlane Translations the full contractual amount for the portion completed and 50% (fifty percent) for that not completed.

15. DISPUTES

In the event of a dispute of any nature, McFarlane Translations and the Client undertake to seek an agreed settlement as follows. As soon as the event giving rise to the dispute 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 will allow the Commission to seek an agreement as it deems appropriate. The parties will do everything within their power to ensure the success of this arbitration. They undertake to act in good faith. They further undertake not to take the matter to court in the four months following referral to the Commission and acknowledge that any resort to the courts contrary to this undertaking may be considered a denial of competence or, failing this, obviating of agreed settlement, warranting payment to the other party of a penalty amounting to one thousand five hundred euros (€1,500).

16. PLACE OF JURISDICTION AND APPLICABLE LAW

In the event that an agreed settlement cannot be reached in a dispute, French law will apply exclusively and the Tribunal in Rennes shall have sole jurisdiction over the matter.

17. REFERENCES

Clients (companies) using McFarlane Translations allow it to use their names for reference purposes.