

ATHENEA OMNILANG GENERAL CONDITIONS FOR PROVISION OF SERVICES

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ART. 1: PARTIES

Athenea Omnilang, directed by Mauricio Javier MONDRAGON LOPEZ (SIRET no. 75065115000013) and located at 9 rue Armand Bédarrides – 13006 Marseille – France (“**the Service Provider**”)

And the natural person or legal entity represented by the signatory of the Quotation to which these General Conditions are attached (“**the Client**”).

Note:

The Service Provider shall consider, without exception, that any employee or member of staff of a business or organisation placing an order by means of a Purchase Order on behalf of any business or organisation has previously been authorised by their line manager to carry out the process of purchasing services.

ART. 2: DEFINITIONS

For the purpose of these conditions, the following terms shall be defined as follows:

1. **Services.** All services delivered by the Service Provider, including but not limited to the following:

- translation,
- adaptation,

- interpreting,
- localisation,
- computer-assisted translation,
- multilingual and multicultural assistance,
- editing,
- proofreading, and
- desktop publishing.

2. **Project.** A set of objectives defined by the Client and communicated to the Service Provider by fax, post or e-mail for the purpose of evaluating the feasibility of achieving them through the use of one or more Services.

3. **Reference Documents.** Information and data of any kind, be it technical, scientific, economic, financial, commercial or accounting and in particular any plan, prototype, software or program, equipment, audit, design, graphic, know-how and any experimental or test data, study, representation, specification or experiment, regardless of its form, medium or method, including but not limited to oral or written communications or those saved on any medium whatsoever, which the Client provides or communicates to the Service Provider to evaluate the Project and perform the Services described on the Purchase Order.

4. **Quotation.** A document drawn up free of charge by the Service Provider on the basis of the Reference Documents and including a description of the tasks to be completed, the period of performance and the total and unit prices for the Services required to complete the Project. These General Conditions shall be attached to the Quotation as an appendix.

5. **Purchase Order.** An unamended Quotation, signed and dated by the Client and including the words “bon pour accord” [“confirmed”].

6. **Specification.** A document specifying the competences, resources and methodologies required to set up and complete the Project, on which the Service Provider and Client agree once the Purchase Order has been received by the Service Provider.

7. **Deliverable.** Products and/or services delivered by the Service Provider to the Client in accordance with the conditions set out in the Purchase Order.

8. **Case of force majeure.** An unpredictable event beyond the control of the Client and the Service Provider, including but not limited to: sick leave or accidents affecting one or more subcontractors; natural phenomena or extraordinary climatic events (storms, earthquakes, etc.); fires; power cuts; significant social unrest (national strikes, wars, coups d’état, etc.); telecommunications outages including networks and in particular the internet; delays in transmission by fax, modem, e-mail and other communications services; and computer attacks.

ART. 3: PURPOSE

These General Conditions for the Provision of Services shall govern all the Services provided by the Service Provider, regardless of their

form, content or where they are provided. They shall apply to all questions and disputes that may arise from the start of the commercial relationship (established by the Purchase Order) between the Client and the Service Provider.

ART. 4: APPLICATION

1. Any order placed (**following the receipt of the Purchase Order by the Service Provider**) shall imply the Client's and the Service Provider's full and unreserved acceptance of these General Conditions for the Provision of Services to the exclusion of any other document.
2. No special condition may take precedence over these General Conditions for the Provision of Services unless it has been formally agreed in writing and appears on the Purchase Order.
3. The performance of any service by the Service Provider implies acceptance by the Client of these general conditions and waiver of its own general conditions of purchase. Any condition to the contrary would therefore, except in the case of express acceptance, be unenforceable against the Service Provider, regardless of when it may have been made aware of it.
4. The invalidity of any provision in these General Conditions for the Provision of Services shall not affect in any way the validity of the other provisions in these same Conditions.

ART. 5: AMENDMENTS TO THE GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

The Service Provider may amend the prices for its Services and the conditions under which they are provided, unilaterally and without notice. Such amendments may not, however, be applied retroactively at any time.

ART. 6: ORDER PLACEMENT

Once the Quotation has been sent by the Service Provider to the Client, by post, fax or e-mail, the Client must return the Purchase Order to the Service Provider by post, fax or e-mail to confirm its firm and final order. If the Client opts to use a courier service, the relevant charges will be payable by the Client.

1. The Client agrees to accept a fax, copy or electronic copy of the Purchase Order as equivalent to the original and as indisputable evidence for the purpose of proving the existence of its acceptance of the Quotation.
2. The Service Provider reserves the right not to commence performance of the services unless it has received the Purchase Order.
3. If the order is not confirmed in accordance with the terms set out above within **5 (five) working days** from the date on which the Quotation is sent, the Quotation shall be considered null and void.
4. Unless otherwise agreed and indicated on the Purchase Order, the costs incurred to perform the services (travel, express postal services, etc.) shall be payable by the Client.
5. If the Service Provider has not sent the Client a Quotation in advance, the Services shall be invoiced at the prices usually charged by the Service Provider.
6. The Service Provider reserves the right to reject or amend the provision of Services after acceptance of the Quotation, in cases where the quality of the Reference Documents proves,

according to the Service Provider, to require a different type of service; proofreading a document could, for example, be cancelled if the workload it involves proves higher than that assumed for the translation of the original document.

ART. 7: SUBCONTRACTING

The Service Provider reserves the right and as a consequence is authorised to use a subcontractor selected by it to perform all or part of the Services. The Service Provider shall not under any circumstances be obliged to notify the Client of any use of a subcontractor or any subsequent change of subcontractor.

ART. 8: DELIVERY TIMES

1. A maximum period of performance shall be shown on the Quotation, depending on the Project, the Reference Documents and the Service Provider's availability. Unless otherwise formally agreed in writing and shown on the Purchase Order, the delivery date shall therefore be calculated on the basis of this period as from the date of receipt by the Service Provider of the Purchase Order.
2. Any Purchase Order received by the Service Provider after 16:00 (GMT, i.e. 17:00 in France) shall be considered as having been received on the following working day.
3. The Service Provider shall make every effort to comply with the times shown on the Quotation; if a delay should occur nonetheless, the Client shall be notified by the Service Provider as soon as possible so that they can reach an agreement on a new deadline. The Service Provider may not, however, be held liable for any direct or indirect harm caused to the Client or third parties as the result of a delivery delay due, in particular, to a Case of force majeure.

ART. 9: AMENDMENT OR CANCELLATION OF ORDER

1. In the case of an amendment to the Project or Reference Documents after the Quotation has been drawn up by the Service Provider, the Service Provider reserves the right to draw up a new Quotation and recalculate the prices and periods of performance based on the new conditions. The Service Provider reserves the right not to commence performance of the service unless the Client has expressly agreed to these new delivery and/or invoicing conditions.
2. If an order is cancelled by the Client after receipt of the Purchase Order for any reason whatsoever, notified to the Service Provider by post, e-mail or any other means with the ability to acknowledge receipt, any work already completed and expenses (such as ticket and hotel reservations, etc.) incurred shall be invoiced to the Client at 100% (one hundred per cent) and the remaining work at 50% (fifty per cent).
3. Any occurrence of an event resulting from a Case of force majeure shall entitle the Client and the Service Provider to terminate the provision of Services; the Client, however, shall be obliged to pay the Service Provider in accordance with the terms set out above for all work completed prior to this event. The Service Provider shall do everything in its power to enable the Client to reschedule its order as quickly as possible.

ART. 10: SERVICE PROVIDER QUALITY COMMITMENT AND LIABILITY

1. The Service Provider shall guarantee consistent quality control of the work it is commissioned to carry out by the Client.
2. If work is subcontracted, the Service Provider undertakes to assign qualified practitioners to perform its Services and to ensure, as far as possible, that the practitioners concerned have the necessary skills and resources to perform the services to a high standard.
3. The Service Provider shall make every effort to take into account and include in the Deliverable, elements from the Project and the Reference Documents provided or communicated by the Client, in accordance with standard practice in the profession or professions concerned. However, the Service Provider disclaims any responsibility in the case of incoherence or ambiguity in the Project or Reference Documents; the Client shall be solely responsible for verifying their technical or other coherence.
4. The Service Provider may only be held liable for harm caused directly by its own negligence.
5. Unless otherwise formally agreed in writing, the Service Provider may not be held liable for harm caused by the deterioration or loss of the Reference Documents.
6. The Service Provider cannot be held liable for direct or indirect harm caused by a forced suspension of its activities, particularly resulting from a Case of force majeure.
7. The Service Provider undertakes to take out personal and professional liability insurance.
8. In any case, the Service Provider's liability shall be limited solely to the amount of the invoice concerned.

ART. 11: CLIENT QUALITY COMMITMENT AND LIABILITY

1. The Client undertakes to supply the Service Provider with all the Reference Documents required for the Services described in the Purchase Order to be performed efficiently. If the Client fails to fulfil its obligation to supply the Service Provider with information, the Service Provider cannot be held liable for any non-compliance or failure to adhere to deadlines and the Client may not claim any compensation or reduction.
2. The Client shall be solely responsible for verifying the technical or other coherence of information contained in the Reference Documents and Project.
3. The costs incurred in sending the Reference Documents shall be paid by the Client.
4. Unless otherwise agreed and indicated on the Purchase Order, the Service Provider shall be sent the printer's proofs or any other medium for proofreading where the Deliverable is to be printed and/or published.
5. The Client shall be solely responsible for the use it makes of the service delivered or product produced by the Service Provider.

ART. 12: COMPLAINTS

1. Unless otherwise agreed and indicated on the Purchase Order, the Client shall have a period of 10 (ten) working days as from receipt of the Deliverable to express in writing any disagreement concerning the quality of the service. Once this period has expired, the service shall be considered as having

been duly performed and no dispute shall be accepted. For this purpose, the Client agrees to consider as proof of delivery any acknowledgement of receipt, regardless of the method of transmission: direct or by post, fax or e-mail.

2. Any points of disagreement regarding the service must be justified by the Client and the Service Provider reserves the right to correct the service provided in conjunction with the Client.
3. The Service Provider may not be held liable under any circumstances for complaints relating to nuances of style.

ART. 13: CONFIDENTIALITY

1. Regardless of whether it uses subcontractors or not, the Service Provider undertakes to respect the confidential nature of the Reference Documents and any other similar materials brought to its attention before, during or after the performance of the service and to communicate the information contained in these documents solely to employees and contractors authorised to work on the Project, who shall be obliged to maintain confidentiality following their signature of a contract setting out confidentiality and non-disclosure clauses, which the Client may see on request.
2. The Service Provider cannot be held liable for any interception or diversion of the Reference Documents whilst they are being transferred or sent, in particular via the internet. As a consequence, the Client shall be responsible for informing the Service Provider, prior to or at the time of placing its order, of the methods of transfer it wishes to use in order to guarantee the confidentiality of its documents as far as possible.
3. The provisions of this paragraph shall not apply if the Service Provider finds itself obliged to disclose the content of the documents under the law or in the context of legal proceedings, or if the information concerned falls into the public domain, provided there has been no breach of these conditions.

ART. 14: INTELLECTUAL PROPERTY AND RIGHT OF EXPLOITATION

1. The Reference Documents must be submitted to the Service Provider by the Client in accordance with the law and statutory provisions, in particular those set out in the *Code de la propriété intellectuelle* [French Intellectual Property Code]. The Client must therefore be the author of the original or have obtained prior written authorisation for its use and/or exploitation by the Service Provider in order to deliver the Services described in the Purchase Order. Failing this, the Service Provider may not be held liable in any way if all or part of the Reference Documents provided by the Client should infringe the intellectual property or any other right of a third party or any applicable regulation. If necessary, the Client would assume sole responsibility for any harm and financial consequences arising from its own negligence.
2. The Client acknowledges that the Deliverable produced by the Service Provider is a new document, whose copyright is held jointly by the author of the original document and the Service Provider. As a result, in the case of literary or artistic services, and without prejudice to its proprietary rights to its work, the Service Provider reserves the right to require that its name, or

in the case of subcontracting, the name of the practitioner concerned, be mentioned on any copy or any publication of the service provided, in accordance with article L.132-11 of the French Intellectual Property Code.

In any case:

3. The Deliverable shall remain the property of the Service Provider until the invoice has been paid in full and may not be used by the Client. Subsequently, the Client authorises the Service Provider to preserve information and data relating to the Deliverable and Client for administrative purposes, in accordance with the "Confidentiality" section above. The Client may withdraw its consent at any time.
4. The Client authorises the Service Provider to publish the logo, trading name and website address of the Client on its website (www.athenea-omnilang.com) or other advertising media. The Service Provider duly undertakes to protect the Client's image in relation to such publications. The Client may nonetheless amend or withdraw this information on request.

ART. 15: PRICES

1. Prices for the Services will be established by the Service Provider according to the specific characteristics of each Project and the Reference Documents.
2. As a guide, prices for services in the case of translation, interpreting and editing are calculated as follows:
 - a. **Translation.** Translation services are generally calculated on the basis of a unit price per "source word" and depend on several criteria, such as language combination, the technicality of the document and costs for additional services (urgency, format, certification by a sworn translator, etc.).
 - b. **Editing.** Editing services are mostly calculated on the basis of an hourly rate and an estimate of the number of hours needed to complete the work requested.
 - c. **Interpreting.** The basic rate for interpreting services is calculated according to the type of interpreting, number of interpreters, number of hours, hire of the technical equipment needed and technical assistance during the event, plus any cancellation fees or additional costs incurred as a result of the period of performance extending beyond the times initially included in the quotation (see Art. 9: Amendment or cancellation of order).

ART. 16: ADVANCES

Any order for an amount excluding tax in excess of €1,000 (one thousand euros) may require an advance, the percentage of which will be specified on the Quotation. In this case, performance of the service shall only commence once the advance has been cashed.

ART. 17: DISCOUNTS

Any decision to offer a discount or reduction or apply a sliding scale of prices based on a percentage or fixed fee (per page, per line, per hour, etc.) shall be at the sole discretion of the Service Provider and shall apply only to the specific service concerned. Any discounts or reductions the Client may be granted cannot therefore give rise to

an established right for subsequent services under any circumstances.

ART. 18: INVOICING AND PAYMENT TERMS

1. An invoice will be sent to the Client by fax, post or e-mail once the order specified in the Purchase Order has been completed. Unless any special conditions are specified on the Purchase Order, invoices are considered to be shown net, without discounts and payable **within thirty (30 days) of the date of the invoice**.
2. In the case of payment by cheque or bank transfer from abroad, all foreign exchange or bank fees shall result either in an additional fixed sum specified on the Quotation or be rebilled to the Client in full.
3. In the case of late payment, current orders may be interrupted as of right until payment has been made in full and the Client will be charged interest for late payment, calculated at the rate of one and a half times the statutory interest rate in effect in France applied to the amount of the invoice concerned, without any need for a prior formal notice to remedy.
4. Unless otherwise agreed and indicated on the Purchase Order, all invoices will be **issued in euros**.
5. The Deliverable shall remain the property of the Service Provider until the invoice has been paid in full.

ART. 19: APPLICABLE LAW

1. This Agreement shall be governed by and construed in accordance with French law. Any dispute regarding the services provided and/or invoicing and which cannot be resolved amicably, shall be judged in accordance with French law and must be referred to the relevant French courts.
2. In the case of a dispute arising from any discrepancy between the French version of these General Conditions and any other translated version, the French version shall be taken as authoritative.