

General Terms and Conditions *ASComm*

Article 1 - General

These General Terms and Conditions shall govern the legal relationship between ASComm and the Client, and shall supersede any other (general) terms and conditions, unless both ASComm and the Client approve the applicability of such terms and conditions in writing.

Article 2 - Quotations, conclusion of contracts

2.1 Every translation request is subject of prior quotation. General quotations and estimates provided by ASComm shall not entail any commitment. The quotation is always free of charge.

2.2 The quotation is sent per mail to the client and shall be returned signed. A simple acceptance of the client per e-mail is also valid. The Client's oral or written acceptance of the quotation submitted by ASComm or confirmation by ASComm in writing of an order placed by the Client shall constitute a contract.

2.2 ASComm may at any time revoke or change prices and dates of delivery quoted if it has not had the opportunity to view the entire text to be translated or edited.

2.3 ASComm may consider as a Client any person or entity that has placed an order with ASComm, unless said person or entity explicitly states that they are acting on the instructions, on behalf and at the expense of a third party, whose name and address shall be disclosed to ASComm at the same time.

2.4 Any reasonable doubt on the part of ASComm about the Client's ability to pay shall entitle ASComm to require the Client to provide sufficient security before ASComm commences or continues to execute an order.

Article 3 - Changes to or cancellation of orders

3.1 Any major changes made by the Client to an order after a contract has been concluded shall entitle ASComm either to modify the price and/or the date of delivery agreed or to refuse to execute the order. In the latter case, the Client shall be required to pay for the work already performed.

3.2 Cancellation of an order by the Client shall require the Client to pay in full for the work already performed with respect to that order and, where appropriate, to pay compensation on the basis of an hourly rate for time spent on research for that part of the work not performed. ASComm shall make the work performed available to the Client at the latter's request, but shall accept no responsibility for its quality.

Article 4 - Execution of orders and non-disclosure clause

4.1 ASComm undertakes to carry out orders to the best of its ability, bringing to bear sufficient professional know-how to meet the purpose specified by the Client for the text(s) to be translated or edited by ASComm.

4.2 Unless explicitly agreed otherwise, ASComm shall be entitled to hire third parties to carry out the order (in full or in part), without prejudice to ASComm's responsibility for the confidential treatment and proper execution of the order. ASComm shall require any such third party to observe this code of confidentiality. However, ASComm shall not be liable for any breach of confidentiality by such third parties if it can sufficiently demonstrate that it was unable to prevent the same.

4.3 As far as possible, the Client shall honour any request for information by ASComm about the content of the text to be translated, as well as requests for relevant documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the Client's expense and risk.

Article 5 - Agreed date and time of delivery

5.1 The agreed date of delivery shall be provisional, unless an explicit written agreement stipulates otherwise. ASComm shall notify the Client immediately if it perceives that it will be unable to meet an agreed deadline.

5.2 If a fixed delivery date is specifically agreed in writing and if ASComm fails to meet it for reasons other than circumstances beyond its control, and if the Client cannot reasonably be expected to accept any further delay, the Client shall be entitled to cancel the contract unilaterally. In such cases, however, ASComm shall not be required to pay any compensation whatsoever.

5.3 Delivery shall be deemed to have taken place at the moment when the text is dispatched. The moment when the text is posted, handed to a courier or - if the text is transmitted electronically (by e-mail, modem, FTP etc) - the moment when the medium completes the transmission shall count as the time of dispatch.

5.4 The Client shall do whatever may reasonably be necessary for or conducive to prompt delivery by ASComm of work performed under the contract.

5.5 The Client shall do everything in its power to facilitate delivery of the product ASComm under the contract. Any refusal to accept ASComm's product shall constitute default on the part of the Client, and the agreed price for this contract shall remain due.

Article 6 - Confidentiality

6.1 ASComm undertakes to treat all information provided by a client as confidential.

6.2 Furthermore, ASComm undertakes to alert any external translator or company whose services it engages, to his or her duty to ensure the confidential treatment of information and any documentation it may have obtained.

6.3 ASComm will take reasonable measures to prevent unauthorized access to the documents entrusted to its care. However, ASComm shall not be liable for damage to or the loss of any documents which its client places at its disposal.

6.4 Furthermore, ASComm will not guarantee security of data due to the nature of Internet communications and computers, and as such ASComm cannot be held liable in the unlikely

event that a third party may fail to comply with his duty of non-disclosure, nor shall ASComm be liable for any loss or harm occasioned by the use of information technology, the Internet and modern means of telecommunication or other circumstances beyond ASComm control.

Article 7 - Prices and payment

7.1 Prices shall generally be expressed in Euros and based on ASComm's current rate (per word), unless agreed otherwise. ASComm shall be free to charge a minimum rate for each combination of source and target language.

7.2 Quoted prices shall apply only to services and products conforming to agreed specifications.

7.3 ASComm shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than might reasonably have been foreseen on conclusion of the contract as a result of having to work with laborious, time-consuming or unclear texts, for example, or faulty files or software supplied by the Client. This list of examples is not exhaustive.

7.4 All prices are quoted without VAT. VAT non applicable under the law art. 293B of the CGI.

7.5 Payment for products supplied or services rendered under the contract shall be due 30 calendar days after the invoice date. Payment shall be net and in full - without any discount, set-off or deferral - in Euros. If payment is not made by the due date, the Client shall be in default - immediately and without notice of default being required - and shall owe the statutory interest due on the invoice amount, plus two per cent, from the due date until settlement in full.

Article 8 - Complaints and disputes

8.1 The Client shall be required to notify ASComm in writing of any complaints about the product supplied or service rendered by ASComm as soon as possible, yet no later than ten working days after the said product is supplied or the said service is rendered. Lodging a complaint shall not release the Client from its payment obligations.

8.2 Should the Client query the accuracy of specific passages of the translation supplied by ASComm and ask ASComm for its comments, and should ASComm subsequently be able to demonstrate that the passages in question are not incorrect, ASComm shall be entitled to charge the Client in full for the additional time spent on dealing with the query and for any other expenses incurred in this connection.

8.3 If the Client does not lodge a complaint within the period specified in clause 8.1 above, the Client shall be deemed to have fully accepted the product supplied or the services rendered by ASComm, and complaints shall only be considered if ASComm at its sole discretion deems such to be expedient. Any changes made by ASComm, at the Client's request, to any part of the translated or edited text shall in no way constitute an acknowledgement on the part of ASComm of supplying an inferior product or rendering an inferior service.

8.4 In the case of a valid complaint, ASComm shall be allowed a reasonable period of time to improve or substitute the product or service. If ASComm in all fairness is unable to make the

required improvements or to substitute the product or service, it may grant the Client a discount.

8.5 The Client's right to complain shall lapse if the Client has itself edited or has instructed others to edit the part or parts of the product forming the subject of the complaint, regardless of whether the Client has subsequently supplied the product to a third party or not.

Article 9 - Liability and indemnity

9.1 ASComm shall exclusively be liable to the Client for any loss or damage directly and demonstrably deriving from shortcomings attributable ASComm. ASComm shall under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance or loss of profit.

9.2 ASComm's liability shall never exceed the invoice value, exclusive of VAT, of the part of the product or service in question, which part has already been invoiced and/or supplied or rendered.

9.3 Ambiguities in the text to be translated shall release ASComm from any liability whatsoever. It is the Client's responsibility to check the translated material prior to its publishing.

9.4 The question of whether (the use of) a text to be translated or edited or the translation or edited version of such text, produced by ASComm, entails any risk of bodily injury shall be entirely at the Client's expense and risk.

9.5 No liability whatsoever shall be incurred by ASComm in respect of damage to or loss of documents, data or data carriers made available to facilitate performance of the contract. Nor shall any liability be incurred by ASComm in respect of any costs incurred and/or any loss or damage sustained as a result of (i) the use of information technology and telecommunications media, (ii) the transport or dispatch of data or data carriers, or (iii) the presence of computer viruses in any files or data carriers supplied by ASComm.

9.6 The Client undertakes to indemnify ASComm against any claims by third parties deriving from the use of the product supplied or the services rendered.

9.7 The Client similarly undertakes to indemnify ASComm against any claims by third parties on account of alleged violation or infringement of property rights, proprietary rights, patent rights, copyrights or any other intellectual property rights in connection with the performance of the contract.

Article 10 - Dissolution and force majeure

10.1 If the Client fails to meet its obligations, if the Client is declared insolvent or bankrupt or if a petition is filed for the Client's compulsory liquidation or bankruptcy, if the Client applies for or obtains a moratorium, if the Client is subject to an arrangement under the debt rescheduling regulations for natural persons or if the Client's company or business is liquidated, ASComm shall have the right, without being required to pay any compensation, to dissolve the contract in whole or in part or to suspend performance of the contract. ASComm shall in that case be entitled to demand immediate payment of any outstanding amounts.

10.2 Should ASComm prove unable to meet its obligations due to circumstances beyond its control and risk, it shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. Such circumstances (force majeure) include, but are not limited to: fire, accidents, illness, strikes, riots, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond ASComm's control.

10.3 If ASComm is compelled by force majeure to discontinue further performance of the contract, it shall retain the right to payment for any work performed up to that moment as well as reimbursement for any costs and out-of-pocket expenses incurred.

Article 11 - Copyright

Barring explicit agreement in writing to the contrary, the copyright on translations produced by ASComm shall devolve upon the Client at such time as the Client meets all its financial and other obligations to ASComm in full with respect to the work in question.

Article 12 - Governing law

11.1 The legal relationship between the Client and ASComm shall be governed by French law. Any disputes shall be submitted for judgment to the competent court at the place where ASComm has its office.

The original French text of these General Terms and Conditions shall prevail over versions published in any other language.

A copy of these General Terms and Conditions shall be made available free of charge upon request.