

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale shall apply to any and all services provided by Xplanation France, succursale de Xplanation Language Services nv - Belgique (hereinafter 'Xplanation') to its Customers, even if no specific reference is made hereto, except when amendments to these General Terms and Conditions of Sale have been confirmed explicitly and in writing by Xplanation and the Customer (hereinafter 'the Parties'). Any general terms and conditions of the Customer are hereby superseded and replaced in their entirety by the following terms and conditions.

1. Deadlines

Deadlines are applicable if indicated by Xplanation in the offer accepted by the Customer. Deadlines shall, however, only take effect after Xplanation has received all necessary information and documents from the Customer, which are needed for the realisation of the assignment accepted by Xplanation. Deadlines in quotes and offers are therefore expressly conditioned upon Xplanation's receipt of all necessary information and documents.

In the event of force majeure, such as fire, war or power failure, deadlines will be extended for the period of said event or the time needed to rectify the negative effects of the event and enable the (further) realisation of the assignment.

Xplanation retains the right to reject, cancel or postpone the realisation of an assignment and invoice the work done so far without penalty should Xplanation deem the assignment to be in violation of good practices and/or legislation in force, or in the event of risk of non-payment by the Customer. Xplanation may refer to this risk of non-payment by the Customer if, for example, the terms of payment of an invoice due by the Customer for a previous assignment undertaken by Xplanation were not observed.

In such cases where the Customer considers, on a reasonable basis, that no further purpose shall be served by continuing an assignment entrusted to and accepted by Xplanation, the Customer may request in writing to Xplanation that the assignment be cancelled following a detailed explanation. In such an exceptional event, the Customer will indemnify Xplanation for all work already carried out and all costs incurred by Xplanation resulting from such termination, including but not limited to the commitments made to its subcontractors regarding the cancelled assignment. Xplanation is committed to keep these costs to a minimum.

2. Quality of the services

Xplanation is committed to taking the utmost care regarding the completion of accepted assignments. However, the Customer agrees that languages are of such complexity that they may have inherent differences and accepts that, for example, the perfect translation of a word or sentence may be impossible.

Should the Customer have any remarks or complaints regarding the services rendered by Xplanation, it must inform Xplanation of these remarks/complaints in writing within a period of fourteen (14) calendar days following the delivery date of these services. To this end, the Customer must specify their remarks or complaints in detail. Xplanation shall subsequently contact the Customer and make the necessary arrangements to handle the remarks or complaints stated by the Customer.

In the event of a complaint, Xplanation reserves the right to correct possible errors within the time frame agreed with the Customer.

Unless the Customer informs Xplanation of the remarks or complaints within fourteen (14) calendar days of the delivery, it is considered that the Customer has accepted the services delivered.

3. Liability

The Customer is liable for having all necessary rights to material it delivers to Xplanation. The Customer is also liable for making sure that the material it delivers to Xplanation does not harm the rights of any third party.

The Customer agrees to defend, indemnify and hold harmless Xplanation at its own cost from any and all costs, expenses, liabilities, actions, fines arising from or in any way connected to the materials, texts, documents, software or other items delivered to Xplanation for an assignment.

In the event Xplanation becomes liable to pay a third party any compensation or other payment due to material delivered to Xplanation by the Customer, the Customer becomes liable to pay these amounts in full to Xplanation.

Xplanation is liable for the quality of the services rendered insofar as these are used by the Customer in their complete and unaltered form. The liability of Xplanation for each entrusted assignment is limited to the amount invoiced and collected by Xplanation for that assignment, with a maximum of what is specifically covered by Xplanation's professional indemnity insurance.

Xplanation shall under no circumstances be liable with regard to the Customer or any third party for indirect damages, such as loss of profit or any other consequential damages.

4. Invoices

Invoices drawn up by Xplanation are payable within thirty (30) days of the invoice date, unless alternative payment terms have been agreed between the Parties. Invoices drawn up by Xplanation are payable no later than on the due date and into the bank account mentioned on the invoice. Upon payment by the Customer, all intellectual property rights relating to the services rendered within the framework of the assignment executed by Xplanation become the property of the Customer.

Failure to make payment on the due date shall result in all invoices, including those not yet due, becoming due for immediate payment. These shall automatically be subject to interest for late payment, with no advance notice being required, at a rate which is equal to the sum of the reference rate and eight percentage points as defined in the European Directive 2011/7/EU on combating late payment in commercial transactions, which was transposed into French law. In addition, any invoice not paid on the due date shall be subject to a flat-rate penalty of minimum EUR 40 per invoice in respect of internal recovery charges as defined in the Directive. Moreover, Xplanation is also entitled to the reimbursement of other recovery costs incurred as a result of late payment, such as legal costs or employing a debt collection agency.

Any dispute regarding an invoice should be sent to invoicing@xplanation.com within a period of fourteen (14) calendar days following the sending of the invoice by Xplanation. If the Customer makes no complaint about an invoice within fourteen (14) days of receipt, the Customer shall be conclusively deemed to have waived any such complaint.

The Customer expressly authorises Xplanation to offset any amount of any nature whatsoever owed by it to the Customer for any reason whatsoever, against any amount owed to Xplanation by the Customer.

5. Confidentiality

Xplanation recognises the strict confidentiality of any information that is and/or becomes available during the course of the accepted assignment. Xplanation will not reveal this information to third parties without the prior written consent of the Customer, except to Xplanation subcontractors who have signed confidentiality agreements with Xplanation and only to the degree necessary to execute the assignment. This obligation applies both during the execution of the assignment and after delivery of the assignment.

The obligation of confidentiality does not apply to information (1) already known to Xplanation, unless this information was given in the strictest confidence, (2) rightfully and independently obtained or developed by Xplanation, (3) rightfully obtained by Xplanation from any third party without restrictions or confidentiality obligations, (4) already made available to the public by the rightful owner.

To ensure confidentiality of this information, Xplanation will take all reasonable security measures, equal to the precautionary measures taken to protect its own confidential information.

6. Applicable law and jurisdiction

These General Terms and Conditions of Sale are drawn up in French and English. In the event of disputes regarding the content or meaning of the General Terms and Conditions of Sale, the French text will be binding.

The titles in the different paragraphs of these General Terms and Conditions of Sale are meant solely for the ease of understanding these General Terms and Conditions of Sale.

The nullity or unenforceability of any provision of these General Terms and Conditions of Sale shall in no way affect the validity or enforceability of the other provisions and shall never render the legal relationship null or void. The Parties agree to make every best effort to replace the invalid or unenforceable clause with a valid clause that has the same or largely the same economic impact as the invalid or unenforceable one.

These General Terms and Conditions of Sale are governed by French law. Any disputes are to be submitted to the exclusive jurisdiction of the courts of Lille.