

Standard Terms and Conditions

These terms and conditions ("Standard Terms") are assimilated by reference into the service request (the "Request") submitted by the below indicated Client or its agency (jointly and severally, "Client") to The Erudite Pen. In the event of a conflict between these Standard Terms and the Request, these Standard Terms shall govern. These Standard Terms and the Request are collectively referred to as the "Agreement."

1. Acceptance/Rejection of Requests

Submission of your Request is merely a proposal made to The Erudite Pen/Juliette Lachemeier for the possible provision of editing, writing, research and/or desktop publishing services. The Request is not binding on The Erudite Pen/Juliette Lachemeier unless or until The Erudite Pen/Juliette Lachemeier delivers written confirmation of its acceptance of the Request to the Client. The Erudite Pen/Juliette Lachemeier reserves the right, in its sole discretion, to accept or reject any Request. Acceptance of a Request only obligates The Erudite Pen to use professionally reasonable efforts to provide the services described in the Request, subject to a detailed and agreed upon brief being performed.

2. Terms of Payment

Promptly after sending written confirmation of its acceptance of Client's Request, and after a detailed brief has been drawn up, The Erudite Pen/Juliette Lachemeier will invoice the Client the amount set forth in the Brief. Unless otherwise stated in the brief, (i) payment of fifty per cent (50%) of the invoiced amount shall be payable to The Erudite Pen/Juliette Lachemeier upon receipt of the invoice; and (ii) payment of the remaining fifty per cent (50%) of the invoiced amount shall be payable upon completion of the service to the Client set forth in the Request. Any additional services requested and agreed upon during this period will be costed on a separate invoice, to be paid upon completion of the Request.

3. Confidentiality

During the term of this Agreement, neither party will use or disclose any "Confidential Information" of the other party except as specifically contemplated herein and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy or confidentiality.

5. Limitations of Liability

In the event that The Erudite Pen/Juliette Lachemeier fails to deliver any services or deliverables, in accordance with, and within the time period(s) set forth in the applicable Request, or in the event of any other failure, technical or otherwise of such services or deliverables, in no event shall The Erudite Pen/Juliette Lachemeier be liable under this agreement for any consequential, special, indirect or punitive damages including, without limitation, lost profits, whether based in contract, tort or otherwise. In no event shall The Erudite Pen's/Juliette Lachemeier's collective liability under this agreement for any claim exceed the collective amount of the Request. Without limiting the foregoing, The Erudite Pen/Juliette Lachemeier shall have no liability for any failure or delay resulting from any governmental action, fire, flood, insurrection, cyclone, power failure, riot, explosion, work slowdown or any other condition affecting service delivery in any manner beyond the control of The Erudite Pen/Juliette Lachemeier. The Client acknowledges that The Erudite Pen/Juliette Lachemeier has entered into this Agreement in reliance upon the limitations of liability set forth and that the same is an essential basis of the agreement between the parties.

By submitting its Request to The Erudite Pen/Juliette Lachemeier, the Client agrees to these Standard Terms and Conditions.