

General Business Terms and Conditions

I. OPENING PROVISIONS

1. The **Supplier** is understood as HULIC spol. s r.o., with registered office at Pražská 1, 040 11 Košice, Slovak Republic, Company ID: 45912351, Registered in the Commercial Register at Košice II District Court, Section: Sro, file no. 26597/V.
2. The **Order Party** is understood as any physical person or legal entity for which the Supplier provides services on the basis of an order.
3. The subject of an order is the assurance of services related to the Supplier's business activities, in particular translations and language correction services (hereinafter only "**translation services**") and interpreting services (hereinafter only "**interpreting services**") pursuant to the terms and conditions shown in the order sent to the Supplier.
4. A Contract is formed between the Order Party and Supplier:
 - a) On the basis of an order made via fax, electronically (email) or issued in person or on the basis of the confirmation of such an order by the Supplier
 - b) On the basis of the conclusion of a services provisioning contract (interpreting services) or a works contract (translation services) (hereinafter only "**services provisioning contract**").
5. All changes regarding a contractual relationship based on an order or services provisioning contract can only be made based on a written agreement between both contracting parties.
6. The Order Party undertakes by issuing an order to pay the Supplier the agreed compensation for the ordered translation services and/or interpreting services.

II. ORDER ACCEPTANCE

1. The Supplier and Order Party will confirm every order in writing or electronically without any undue delay. The physical receipt of the materials to be translated from the Order Party is also considered to be confirmation of an order for translation services.
2. If the Order Party does not confirm an issued order or confirms an order with objections, then the contractual relationship is not considered to have arisen until such a time as an agreement between the parties is reached.
3. The Contract between the Order Party and the Supplier arises when the Order Party accepts the Supplier's proposal to make changes to an order.

III. TRANSLATION SERVICES

1. SUBJECT MATTER

1. The subject matter of translation services is the completion of translations and language corrections (hereinafter only "translation") for the Order Party on the basis of individual orders made by the Order Party and confirmed by the Supplier (hereinafter only "**subject of the Contract**").

2. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Order Party is obliged to notify the Supplier in advance, at the latest in the order for a given translation, if the translated text is intended for additional reproduction (printing, presentation materials, websites, etc.).
2. The Order Party is aware that a translation is not intended for further reproduction if the Order Party does not notify such a fact in advance in the order; the Supplier is not liable for any damages to the Order Party in connection with such reproduction in breach of this provision.

3. The Supplier is authorised as needed, in particular to administer the Order Party's translations and to reference the Order Party's terminology, to keep a copy of the original document sent for translation for a period of one year unless the contracting parties agree otherwise.
4. The Supplier will return a completed translation to the Order Party in the agreed term. If the Order Party refuses to take delivery of a completed translation for no reason, the Order Party is in delay with the acceptance of such a completed translation and is liable for all damages caused by a breach of this obligation.
5. If the Supplier is in delay with its obligation to provide a completed translation in the agreed term, the Order Party is entitled to a contractual fine totalling 0.5% of the compensation for the translation services (increased by VAT) from the Supplier for every commenced day of delay up to 100% of the compensation; if the compensation for the translation services is not specified on the date of such breach by the Supplier, the basis for calculating this fine is the compensation anticipated on the date the contract was concluded (contract conclusion anticipates the translated text will have the same number of standard pages as the original text for translation, i.e. the same as the source text, and the right to payment of such a fine does not expire; this right is not affected if the legal relationship between the Order Party and Supplier is subject to the Commercial Code, Act No. 40/1964 Coll. as amended (hereinafter only "Commercial Code"), specifically the provisions of Section 545 (3) of the Commercial Code.

3. ORDER CANCELLATION

1. The Order Party is allowed to cancel an accepted order but must pay the Supplier for a portion of the work equal to the already translated portion of the text or a minimum charge of 10% of the total compensation for the translation.

4. CLAIMS

1. A translation has defects if it is completed pursuant to the service provisioning contract or an order and if there are verifiable deviations from the intent of the source text.
2. A claim for completed services must be verifiably applied without undue delay within 15 working days from the date on which the Order Party had the obligation to turn over a completed translation. Any claims applied after this term cause any liability for such claims to lapse. A written claim for completed services must include the order number and describe the errors and the nature of the defects or the number of such defects.
3. The Supplier is liable for damages caused by an incorrect translation up to the agreed price for the translation.
4. The contracting parties undertake to resolve any dispute that arises between the Supplier and Order Party on the basis of the justification of the Order Party's claim for an incorrect translation using out-of-court settlement as the primary means of settlement. An independent translator will be assigned in order to reach an agreement and will then complete an assessment as to the justification of the lodged claim. An independent translator will be chosen primarily from the list of translators registered in the register of experts, interpreters and translators maintained by the Ministry of Justice of the Slovak Republic or from among those who master both the source and target languages of the translation. Both contracting parties must be notified in advance of the price for completing such an assessment. The independent translator will assess the quality of the translation in comparison with the source text (and not just the target text). The Order Party and Supplier are authorised to provide the defined independent translator with all relevant materials related to a claim. If the assessment deems that the claim is unjustified, the Order Party will pay for the assessment; the Supplier will pay for the assessment in the opposite case.
5. The Supplier must settle all recognized claims free of charge and immediately within the timeframe allowed by the given situation. If the Supplier recognized a claim, it will secure correction of the translation at its own expense without delay.
6. The Supplier is not liable for errors caused by following instructions provided by the Order Party.

IV. INTERPRETING SERVICES

1. SUBJECT MATTER

1. The subject matter of interpreting services is to assure such services for the Order Party based on individual orders issued by the Order Party and confirmed by the Supplier (hereinafter only "subject of the Contract"). The Supplier secures interpreting through an interpreter.

2. The Order Party undertakes to pay the Supplier compensation for completing the subject of the Contract.

2. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

1. The Order Party is obliged to accept interpreting services pursuant to an order confirmed by the Supplier.
2. The Order Party or an authorised Order Party staff member is obliged to confirm the completion of interpreting services in writing to the Supplier on the interpreting report; the Order Party's comments are a part of this interpreting report. If the Order Party refuses to accept interpreting services without serious reasons, such a refusal is considered delivery of interpreting services pursuant to the order. The Supplier gains the right to issue an invoice and the Order Party has the obligation to pay this invoice.
3. The Order Party is not authorized to request additional services above the framework of an order from the interpreter (e.g. a written translation, meeting minutes, guide services, etc.).

3. ORDER CANCELLATION

1. The Order Party can cancel a received order without any penalty at the latest 72 hours before the agreed start of such interpreting services. The Order Party can cancel such an order after this deadline has passed but up to 24 hours before the agreed start of such interpreting services but must pay the Supplier 50% of the agreed compensation for the interpreting services. The Order Party must pay 100% of the compensation for the interpreting services if cancellation takes place at a later time.

4. CLAIMS

1. A claim for completed services must be verifiably applied without undue delay within 15 working days from the date on which interpreting services were provided. Any claims applied after this term cause any liability for such claims to lapse. A written claim for completed services must include the order number and describe the errors and the nature of the defects or provide evidence of such defects in a record.
2. The Supplier is liable for damages caused by insufficient interpreting services or interpreting equipment up to the price for interpreting services.
3. Interpreting services have defects if they are not delivered pursuant to the service provisioning contract or order.
4. The contracting parties undertake to resolve any dispute that arises between the Supplier and Order Party on the basis of the justification of the Order Party's claim for an incorrect interpretation using out-of-court settlement as the primary means of settlement. An independent interpreter will be assigned in order to reach an agreement and will then complete an assessment as to the justification of the lodged claim. An independent interpreter will be chosen primarily from the list of interpreters registered in the register of experts, interpreters and translators maintained by the Ministry of Justice of the Slovak Republic or from among those who master both the source and target languages of interpretation. Both contracting parties must be notified in advance of the price for completing such an assessment. If the assessment deems that the claim is unjustified, the Order Party will pay for the assessment; the Supplier will pay for the assessment in the opposite case.
5. The Supplier must provide the Order Party with an appropriate discount from the price for interpreting if a claim is recognized.
6. The Supplier is not liable for errors caused by following instructions provided by the Order Party. If the Order Party cancels the order at any later point, the Order Party is obliged to pay 100% of the compensation for interpreting services.

V. PRICE AND PAYMENT CONDITIONS

1. The Order Party undertakes to pay the Supplier for translation services or interpreting services pursuant to the price list for translation services or the price list for interpreting services valid at the order date (hereinafter only "Price List"). The number of standard pages or pages of the translated text is decisive for determining the price for translation services and not the number of standard pages or pages of source text. The price for interpreting services applies for every commenced hour of interpreting; the price is increased to include the first commenced four hours and every additional hour if services are delivered away from the interpreter's place of residence.

2. If additional services that are not in the Price List are provided then the price and conditions for such additional services will be defined in a specific agreement between the Contracting Parties.
3. The Supplier's compensation for every completed translation service or interpreting service on the basis of a specific order is due on the basis of an invoice issued by the Supplier within the term shown on the invoice.
4. If the Order Party is in delay with payment pursuant to this article, the Supplier gains the right to seek the payment of a contractual fine of 0.05% of the outstanding amount for every day of delay from the Order Party; any rights to damage compensation are not affected by this fine, even when damage exceeds the amount of the contractual fine.
5. Any Order Party payment to the Supplier is considered paid on the date the amount is credited to the Supplier's account or on the date the Supplier accepts the payment in cash.
6. The Supplier may request a deposit from the Order Party up to 100% of the anticipated compensation (hereinafter only "deposit"); the Supplier will determine the amount of the deposit. The Supplier will notify the Order Party in the order confirmation if a deposit is needed and in what amount.

VI. SPECIFIC PROVISIONS

1. The Order Party must provide the Supplier with necessary cooperation and all needed information in order to secure the completion of the subject of the Contract. If the Order Party breaches this obligation, the Supplier is not liable for any claims connected with such breach.
2. The Supplier is not liable for damages that arise to the Order Party due to incomplete contractual obligations if the Supplier could not foresee such events at the time when the contractual relationship is concluded with the Order Party (and when accepting the order).
3. The Supplier has no liability for any consequences connected with any breach of copyright.
4. The Supplier undertakes to proceed with professional care when completing the subject of the Contract. The Supplier also undertakes to follow all generally binding legal regulations, Order Party requests and contractual agreements with the Order Party.

VII. FINAL PROVISIONS

1. The contractual relationship between the contracting parties is subject to the provisions of the Commercial Code, Act No. 513/1991 Coll. as amended unless otherwise defined herein. If the Order Party is a physical consumer pursuant to Section 52 (4) of the Commercial Code (hereinafter only "Consumer"), all legal matters between the contracting parties are subject to the Commercial Code unless otherwise defined herein or in specific agreements between the parties. The contracting parties affirm that any disputes related to interpretation or execution of the Contract will be resolved primarily through mutual negotiations. If a resolution cannot be reached, such a dispute will be subject to the jurisdiction of Slovak courts exclusively.
2. Agreements between the Order Party and Supplier that deviate from these General Business Terms and Conditions take precedence.
3. These General Business Terms and Conditions are published online at www.hulic-preklady.sk. The online version takes precedence in the event of any differences between the written version and the online version of these General Business Terms and Conditions as the online version is the authentic version of these General Business Terms and Conditions for HULIC spol. s r.o.
4. General Business Terms and Conditions for HULIC spol. s r.o. are valid and binding for all its customers effective 1.1.2011.