

General Terms & Conditions

Article I – Introductory Provisions

1. These General Terms & Conditions are issued by Translata, spol. s r. o., having its registered office at Aupark Tower, Einsteinova 24, 851 01 Bratislava, Company ID No.: 35 927836, Tax ID No.: 2021980070, VAT ID No.: SK2021980070, incorporated in the Companies Register of the Bratislava I District Court, Section: Sro, Insert No. 35437/B, e-mail address: office@translata.sk, phone: +421 2 3260 3131 Surveillance authority: Inspectorate of the Slovak Trade Inspection for the Bratislava Region, Prievozská 32, 820 07 Bratislava.

2. The General Terms & Conditions form an integral part of the contract between Translata as the Supplier and the Client.

3. The Client is a natural person older than 16 years or legal person that orders from the Supplier translation, interpreting or other services related to the process of translation or interpreting.

Article II – Subject of the Contract

Under the contract, the Supplier undertakes to provide the Client with translation, interpreting or other services related to the process of translation or interpreting, and the Client agrees to pay the agreed price for such services.

Article III – Order, Concluding the Contract, and Supplying the Service

1. An order must specify the kind of service requested, the target language, the scope and price of the service, and the manner of supplying the service. An order may be submitted by the Client:

- in person directly at the Supplier's registered office or
- via e-mail to office@translata.sk.

2. The contract shall be deemed to have been concluded:

- once it is signed by the Client and the Supplier, usually at the Supplier's registered office (written confirmation of an order), or
- upon the acceptance by the Supplier of an order via e-mail, provided the parties have agreed on electronic communication, in which case the contract shall be deemed to have been concluded upon the receipt by the Client of the Supplier's e-mail confirming the acceptance of the order.

3. The Supplier is obliged to supply the service to the Client by such date as specified in the order. The Client agrees to extend the delivery date if the service is impossible to supply by the agreed date, provided the Client has been forthwith informed accordingly and a new delivery date has been notified to it. Unless the service is provided even within an additional reasonable period, the Client may rescind the contract. If, upon the conclusion of the contract, the Client explicitly informs the Supplier that it wants the service to be supplied only in a timely manner, the Client may rescind the Contract without granting an additional reasonable period for supplying the service. The service price already paid will be refunded by the Supplier to the Client without undue delay, in any event not later than within 14 days, into a designated bank account. The delivery date does not include the time necessary for the post office or courier to deliver (delivery by post or courier).

4. A translation will be supplied in such manner as specified in the order, namely: (i) the Client receives the translation in person at the Supplier's registered office, in which case the receipt thereof shall be acknowledged by its signature, or (ii) the translation is sent to the Client by e-mail, in which case the Client shall acknowledge receipt of the translation electronically immediately after the service is provided, or (iii) the translation is sent within Slovakia by courier within Bratislava for a charge of EUR 8.30, or by registered mail using the services of Slovenská pošta, a.s., for a charge of EUR 3, or on a COD (cash on delivery) basis for a charge of EUR 5, and abroad for a charge of EUR 10. Except where the consignment is delivered on a cash on delivery basis, the delivery costs are payable beforehand, in any event not later than the payment of the service price falls due. The undertaking to supply the service shall be deemed to have been fulfilled even if the Client fails or refuses to take delivery of the consignment duly sent. If the Client fails to take delivery of the consignment and the consignment is returned back to the Supplier, the Supplier may demand that the Client reimburse the costs related to the return of the consignment (postal charges related to the sending of the consignment back to the Supplier). Re-delivery of the consignment is subject to the parties' mutual agreement.

The Supplier shall not be liable for the delayed delivery of the consignment, provided such delay is caused by the carrier (Slovenská pošta, courier) or due to the consignee's address being stated incorrectly.

Where an interpreting service is to be provided (usually outside the Supplier's registered office), the Client shall acknowledge receipt of such service by e-mail immediately after the service is provided. If, despite there being no demonstrably serious reason, the Client refuses or fails to acknowledge receipt of the service within 24 hours after it being provided, the service shall be deemed to have been duly supplied.

5. The translation supplied by the Supplier will be accompanied by a tax document (invoice).

Article IV – Rights and Obligations of the Parties

1. The Client grants its express and irrevocable consent to commencing the provision of services prior to the expiry of the period for rescission of the contract, and confirms that it has been advised that by granting consent to commencing the provision of services prior to the expiry of the period for rescission of the contract, it waives the right to rescind the contract pursuant to Act No. 102/2014 Coll.
2. If the source text, which is to be translated, is of poor quality, the Supplier is obliged to advise the Client accordingly, in which case the Supplier may cancel or suspend the translation work unless or until such source material is replaced or rectified. The Supplier shall not be liable for errors in a translation that are caused by an inappropriate or erroneous source material or by the Client's incorrect instructions, provided that the Supplier advised the Client in advance accordingly and the Client insisted on the use of such material or adherence to such instructions, despite the Supplier's reservations.
3. The Client undertakes to furnish the Supplier with all the necessary information for making a translation if the latter so requests, or shall designate a contact person with whom the Supplier may communicate in respect of the translation. If the Client requests that a translation be made using references, it is obliged to furnish such references.
4. The Client is obliged to order proofreading for a text destined to be published. If no proofreading is ordered, the Client acknowledges that it is not advisable for such a text to be published without being proofread.
5. The Supplier shall not be liable for loss or damage due to errors in a translated or otherwise edited text, unless the Client orders proofreading from the Supplier.
6. The Client acknowledges that it may require an interpreter to provide only the interpreting process-related services specified in the order, while any other services beyond the order (e.g. written translation, minutes of a meeting, etc.) are not included in the price, and may only be provided based on a separate order.
7. The Client is not allowed to make audio or audio-visual recordings of the interpreting, unless such recording is agreed in advance with the Supplier in writing. In the event of a violation of the said prohibition, the Supplier may claim from the Client a contractual penalty of 50% of the price of the ordered services, such penalty being at any time no less than EUR 100.
8. The Client is obliged to provide transport, accommodation and meals for an interpreter during the interpreting assignment, unless agreed otherwise.
9. The Client undertakes not to contact any subcontractor (translator, interpreter, etc.) who has provided translation and interpreting services to the Client on the basis of a contractual relationship between

the Client and the Supplier, except with the Supplier's prior consent.

10. The Supplier shall not be liable for any copyright infringements.

Article V – Order Cancellation and Contract Rescission

1. An order may be cancelled by the Client at any time prior to its acceptance by the Supplier pursuant to Article III, paragraph 2 hereof.
2. A contract for the provision of translation services and translation process-related services may not be rescinded by the Client, as this is the case of commencing the provision of the service or of providing the service prior to the expiry of the period for rescission of the contract pursuant to Section 4, Subsection 6 and Section 7, Subsection 6, letter a) of Act No. 102/2014 Coll.
3. A contract for the provision of interpreting services and interpreting process-related services may not be rescinded by the Client if, upon a request from the Client, the provision of the service commenced or the service was provided prior to the expiry of the period for rescission of the contract pursuant to Section 4, Subsection 6 and Section 7, Subsection 6, letter a) of Act No. 102/2014 Coll. (i.e. an interpreter and interpreting equipment were contractually commissioned prior to the expiry of the rescission period). In that event, the rescission of the contract is subject to a special agreement with the Supplier, and the Client is obliged to pay the Supplier an order cancellation fee amounting to 30% of the price of the ordered service, provided the order is cancelled more than 48 hours prior to the supply of the service, or to 100% of the price of the ordered service if the order is cancelled less than 48 hours prior to the supply of the service.
4. The Supplier reserves the right to rescind the contract for the provision of translation services and translation process-related services if the source material contains information that is offensive, obscene or inconsistent with the law. If the Supplier becomes aware of such information after the translation has been assigned to the commissioned translator and the commissioned translator has already commenced the translation, the Supplier may claim payment of the price for the translation done prior to the rescission of the contract, such price being charged for each commenced standard page of the translation, and set off such claim against the Client's claim for refund of the translation price already paid.
5. The Supplier reserves the right to suspend the provision of the service if the language combination of the translation/interpreting assignment is unavailable or if the order proves to be particularly demanding (due to rather demanding or complicated terminology, an unusual language combination, or a need for an

intermediate stage in the process of translation, etc.), as a consequence of which it will be necessary to extend the service delivery date and/or adjust the service price, until an agreement is reached between the Supplier and the Client. The Supplier shall promptly inform the Client accordingly, and if the provision of the service is impossible or the parties fail to agree on a new service delivery date and/or service price, either party may rescind the contract. The service price already paid will be refunded by the Supplier to the Client without undue delay, in any event not later than within 14 days, into a designated bank account.

Article VI – Price and Invoicing

1. The prices of the services supplied are determined based on the Services Price List being in force at the time of concluding the contract, or based on a special price calculation.
2. The service price is due and payable on the service delivery date at the latest, unless agreed otherwise. The Supplier may demand that the Client make an advance payment of up to 100% of the service price. Such advance payment is due and payable within 5 days from the date of issue of a pro-forma invoice. Until the advance payment is made, the Supplier is not obliged to provide the service or to start providing it.
3. The Supplier will issue an invoice that the Client is obliged to pay by such due date and in such manner as stipulated in the invoice. Invoices normally fall due within 14 days. In the event of the Client being in default with the payment of an invoice, the Client is obliged to pay a contractual penalty of 0.5% of the outstanding amount for each day of default until the owed amount is fully paid.

Article VII – Confidentiality and Personal Data Protection

1. The Supplier and the Client agree that all information which the Client will disclose to the Supplier and which has not been published by the Client nor has become part of the public domain shall be deemed confidential.
2. The Supplier shall:
 - a) treat such information as strictly confidential, and take all measures to ensure it remains confidential;
 - b) use and apply such information only for the purposes related to the subject of the contract;
 - c) handle such information so as to prevent it from being published or disclosed to a third party or used for any purpose other than the subject of the contract and thereto-related services.
3. In order to fulfil this obligation, the Supplier agrees to comply with all necessary measures to prevent a leak of any of the obtained information, in particular:
 - a) to prevent such information from being disclosed to a third party;
 - b) to prevent such information from being published;

- c) to prevent such information from being reproduced and disseminated;
- d) to prevent such information from being accessed by unauthorised persons;
- e) to prevent such information from being leaked by any conduct including negligence.

4. By submitting an order, the Client (natural person) grants consent to the processing of its personal data stated in the order for the purpose of handling the order and supplying the service, such consent being granted for such term as necessary to perform the contract. The Supplier processes the personal data of the Client (natural person) for the purposes of fulfilling the subject of the contract and performing its obligations towards the Client, in particular for the purposes of contacting the Client in connection with the handling of its order, providing the service, and issuing an invoice. The Supplier shall ensure that the Client's personal data is not used for any other purposes, in particular that it is not published, disclosed or made available to third parties, except where such disclosure is required to meet the Supplier's statutory obligations under generally applicable legal regulations (disclosure obligations towards tax authorities, law enforce authorities or other state authorities), or except that such data is disclosed to persons with whom it is necessary to cooperate in order to fulfil the order properly (especially a translator or interpreter). The database containing such personal data is protected against damage, destruction, loss or misuse. The Supplier will process the Client's personal data to the following extent: name and surname, billing address or, if applicable, service delivery address, e-mail address, contact phone number.

Article VIII – Complaint

A complaint in respect of the service supplied shall be filed by the Client with the Supplier in writing by letter to the Supplier's registered address or by e-mail to office@translata.sk without undue delay, in any event not later than 3 business days following the service supply date, failing which any claims arising from liability for defects shall be deemed to have been asserted late and to have become extinguished. A service complaint must specify the order/contract number, the reason and nature of defects and, if appropriate, must include written evidence proving the existence of defects. If a complaint is found to be justified, the Supplier shall provide for the rectification of defects at its own expense and within a reasonable period of time, or grant the Client a discount on the service price. In the case of any dispute as to whether or not a complaint is justified, the translation complained of will be reviewed by independent suppliers. The outcome of such a review, including the resolution of the complaint, will be communicated to the Client.

Article IX – Dispute Resolution

The Client and the Supplier agree that any and all disputes shall be governed by Slovak laws. Any disputes shall be preferably resolved in an amicable way; unless such amicable resolution is reached, the dispute shall be subject to the exclusive jurisdiction of Slovak courts.

Article X – Final Provisions

These General Terms & Conditions form an integral part of the contract between the Supplier and the Client, and are binding on both parties. The legal relationships established by the contract shall be governed by the provisions of the contract, individually agreed conditions, the provisions of these General Terms & Conditions and relevant legal regulations. The provisions of the Contract shall take precedence over the provisions of these General Terms & Conditions and non-mandatory provisions of generally binding legal regulations.

Translata, spol. s r. o. reserves the right to unilaterally amend or supplement these General Terms & Conditions. Any amendments to these General Terms & Conditions shall become effective upon being published at the website www.translata.sk. The legal relationships arising from the contract shall at any time be governed by the General Terms & Conditions applicable at the time when the order becomes binding.

These General Terms & Conditions shall come into force as of September 24, 2018.