

Amarti Lingua, s.r.o.

General Terms and Conditions

Article I.

Initial provisions – Terms Definition

1. Amarti Lingua, s.r.o. with the registered Office at Trieda SNP 38, 974 01 Banská Bystrica, Slovak Republic, Company Registration Number: 44838581, registered in the Companies Register of the District Court Banská Bystrica, Section: Sro, File No. 16676/S is the **Provider**.
2. Natural person or legal entity to whom the Provider provides translation or interpreting services based on the Order is the **Client**.
3. Providing of translation and interpreting services (hereinafter referred to as **Translation and Interpreting Services**) pursuant to the requirements specified by the Client in the Order delivered to the Provider creates the performance.
4. The **Contract between Client and Provider** is established: a) based on the Order of the Client delivered to the Provider in an electronic form (e-mail or via the template on the Provider's web page) or based on the Order delivered by post, courier, personally and confirmed by the Provider (via e-mail or phone), b) based on the concluded Contract on providing translation/interpreting services or Contract for Work (translation services) – hereinafter referred to as Contract on Providing Services.
5. Change, supplements or cancellation of the agreed conditions of contractual relationship can only be realised via a written agreement of both the contractual parties, unless stipulated otherwise.
6. Via the confirmation of the Order, the Provider undertakes to provide agreed translation or interpreting services.
7. Via the Order, the Client undertakes to pay the Provider for the required translation or interpreting services within the maturity period pursuant to the issued invoice – within 15 days, if not agreed otherwise.

Article II.

Translation services

1. Subject-matter of the Performance

1. The subject-matter of the performance of the translation services is the realisation of the translations and proofreadings for the Client based on the Order sent by the Client and confirmed by the Provider.
2. The Client undertakes to pay an agreed remuneration for the translation of the Provider.

2. Rights and Duties of the Contractual Parties

1. The Provider undertakes to treat all the information he acquires during the translation services as confidential information. The Provider undertakes not to copy and/or provide to the third parties such information without a written consent of the Client (except for the parties which acquired such information for the purposes of translation or proofreading.
2. The Provider shall hand over the realised translation to the Client within a time period which was agreed in the Order. In case of unreasonable refusal of takeover of the realised translation by the Client, the Client is responsible for all the damage cause by such an action.
3. If the Provider gets into arrears to deliver the executed translation within the agreed period of time, the Client is entitled to the contractual penalty amounting to 10% of the remuneration for the translation services for each day of delay, however, up to maximum 100% of the remuneration. If the remuneration for the translation services is not known as at the date of breach of this obligation by the Provider, the basis for the calculation is the remuneration assumed as at the date of the conclusion of the contract (it is assumed that the translated text shall have the same number of normative pages as the text for the translation – source text). In case the Provider gets into arrears with his obligation to deliver the executed translation within the agreed period of time due to the circumstances excluding the liability, the right for the contractual penalty shall not occur.
4. The Client is obliged to take over the executed translation within the period of time agreed with the Provider, however not later than within 5 business days from the lapse of the period when the translation should have been realised.
5. In case the Client takes over the realised translation, or the realised translation is delivered via e-mail, post or courier, the Client is obliged to confirm to the Provider the takeover of such a translation via e-mail or phone.
6. In case the Client fails to meet the obligation stated in the paragraph 4 of this Article even within 10 days after receiving the realised translation or he failed to inform the Provider about the proper delivery of the translation, it is deemed to be properly handed over to the Client.
7. The deadline for the handover of the translation shall be considered:
 - date and time of sending the e-mail to the address of the Client stipulated in the Order;
 - date of the postal stamp on the postal receipt to the address of a contact person of the Client in the Order;
 - date of takeover of the shipment by the courier at the address of the contact person stated in the Order.

3. Claims

1. A claim of the executed translation needs to be put without undue delay, however not later than within 15 business days from the date of occurrence of this obligation to take over the executed translation. If the claims resulting from the liability for errors are put with delay, these claims shall cease to exist. It is necessary to define the number of the Order, describe the reason and character of the errors, or the number thereof in the written claim.
2. The Provider is liable for the damage caused by the erroneous translation up to maximum 100% of the price of the translation.
3. The erroneous translation is the translation that fails to be executed in line with the specification stated in the Order, if it varies from the meaning of the source text, if the formal design of the translation fails to meet the requirements of the Client stated in the Order or it fails to be executed correctly from the language point of view.
4. If a dispute about the validity of a claim related to the errors of the translation occurs between the Provider and Client, the contractual parties undertake to resolve this dispute via amicable settlement. For this purpose, they agree on nomination of an independent translator who shall prepare the opinion judging the validity of the claimed errors. The independent translator shall be nominated mainly from the list of the translators, interpreters and experts administered by the Ministry of Justice of the Slovak Republic or from the persons who master the source and target languages of the translation. Both the contractual parties need to be informed about the price for the expert opinion prior to its execution. Independent translator shall judge the quality of the translation in comparison to the source text. The Client as well as Provider are entitled to provide the nominated independent translator with all the relevant information related to the claim. The price for the expert opinion shall be reimbursed by the Client if the expert opinion says that the claim has not been valid. In another case, the costs shall be borne by the Provider.
5. The Provider is obliged to settle all the justified claims free of charge and without undue delay – within the time period he is able to do so, however not later than within 15 business days from the recognition of the claim. If the Provider accepts the claim as a valid one, he shall execute respective corrections or proofreading without undue delay on his own costs. In this case, the Client is entitled to the discount of the price of the translation up to maximum 10% of this price. If the Provider accepts the claim of the Client as a reasonable one, however Client does not accept the offered proofreading, provisions of the paragraph 4 of this Article shall be applied.
6. In case of specialised texts, the Client undertakes to provide the Provider with the list of used specialised terminology in a respective language. In other case, the translation cannot be judged pursuant to the paragraph 3 of this Article.
7. The Provider shall not be responsible for the errors that occurred due to the keeping of instructions of the Client.

8. If the dispute is not resolved via an amicable settlement, the court in the place of registered office of the Provider shall be one to be contacted.

4. Cancellation of the Order

1. After acceptance of the Order and its confirmation by the Provider, the Client is entitled to cancel such an Order if the pays to the Provider part of the remuneration reflecting already translated part of the text, however not less than 30% of the total remuneration for the translation.

Article III Interpreting Services

1. Subject-matter of the Performance

1. The subject-matter of the interpreting services is providing of the interpreting services for the Client based on the Order issued by the Client and confirmed by the Provider. Provider provides interpreting services using an interpreter.

2. Rights and Obligations of contractual parties

1. The Client is obliged to accept the interpreting services properly ordered by the Client and confirmed by the Provider.
2. The Provider is obliged to confirm the realisation of the interpreting services to the Provider immediately after the realisation thereof, in written or electronic form. If the Client refuses to accept the agreed interpreting services without a serious reason, this fact shall be deemed as providing of the interpreting services on the basis of the Order. The Provider is entitled to issue an invoice and Client is obliged to reimburse such an invoice.
3. The Client is not entitled to ask from the interpreter another activity above the framework of the Order (such as the translation in a written form, meeting minutes etc.)

3. Claims

1. A claim of provided interpreting services needs to be put without undue delay, however not later than within 24 hours from the date of providing the interpreting services. If the claims resulting from the liability for errors are put with delay, these shall cease to exist. The written claim of the provided services needs to include the number of the Order, description of the reason and character of the errors, or document the errors via provided record.
2. The Provider shall be liable for the damage caused by the defects of provided interpreting services up to max 100% of the price of interpreting services.

3. Provided interpreting services are erroneous if they are not realised in line with the Order specification.
4. If a dispute about the validity of a claim related to the errors of the interpreting occurs between the Provider and Client, the contractual parties undertake to resolve this dispute via amicable settlement. For this purpose, they agree on nomination of an independent interpreter who shall prepare the opinion judging the validity of the claimed errors. The independent interpreter shall be nominated mainly from the list of the translators, interpreters and experts administered by the Ministry of Justice of the Slovak Republic or from the persons who master the source and target languages of the translation. Both the contractual parties need to be informed about the price for the expert opinion prior to its execution. Independent translator shall judge the quality of the translation in comparison to the source text. The Client as well as Provider are entitled to provide the nominated independent translator with all the relevant information related to the claim. Both the contractual parties shall be informed about the price for the expert opinion prior to its execution. The price for the expert opinion shall be reimbursed by the Client, if the expert opinion confirms that the claim has been unreasonable. In other case, these costs shall be borne by the Provider.
5. In case of reasonable claim, the Provider is obliged to provide the Client with the 10% discount of the price for interpreting services.
6. The Provider shall not be liable for the errors caused by keeping the instructions given by the Client.

4. Cancellation of the Order

1. In case of acceptance of the Order by the Provider, the Client is entitled to cancel such an Order free of charge not later than 72 hours prior to agreed time of providing the interpreting services.
2. The Client may cancel the Order accepted by the Provider even after the lapse of this period, however not later than 24 hours prior to the agreed period of providing interpreting services, if he pays the Provider with 50% of the agreed remuneration for the interpreting services. If the Client cancels the Order later, he is obliged to reimburse the Provider 100% of the total price of the Order.

5. Transport, Accommodation and Board

1. The transport of the interpreter to the agreed place of interpreting services shall be provided by the Client in a suitable transport vehicle. If the interpreter provides the transport by his means, the Client shall reimburse his travel expenses.
2. The Provider is entitled to charge 50% of the interpreting rate for the time spent by travelling or other time spent in relation to the interpreting.

3. The Client is obliged to provide the interpreter with the accommodation in 1-bed room with bathroom and toilette.
4. The Client is obliged to provide the interpreter with the break for meals and rest in the duration of at least 30 minutes, not later than after 4 hours of interpreting.
5. Ordinary working day of the interpreter lasts for 8 hours.

Article IV

Ordering services (Acceptance of Order for providing the services)

1. Order for translation services correctly completed by the Client must comprise:
 - a) invoicing data: business name of the company, registered office address, Company Registration Number, Tax ID number, VAT ID number, address of a branch;
 - b) contact data: name, surname of a contact person, address, telephone number, e-mail address or fax number;
 - c) type of the service: translation from source into target language or proofreading of a text;
 - d) other services: transcription of a manuscript into the electronic form without further modification or transcription of a manuscript into the electronic form including further modification of the text as agreed;
 - e) further requirements on provided services;
 - f) type of a document, purpose it shall serve for, e.g. manual, regulation, directive, methodical regulation, annual report, presentation of a company, web page etc.
 - g) required deadline and time of realisation;
 - h) required format of a file;
 - i) way of delivery of a translation: e-mail, fax, post, courier, personally;
 - j) attached document for translation;
 - k) terminology vocabulary (if for disposal);
 - l) other relevant data.

2. Order for translation services correctly completed by the Client must comprise:
 - a) invoicing data: business name of the company, registered office address, Company Registration Number, Tax ID number, VAT ID number, address of a branch;
 - b) contact data: name, surname of a contact person, address, telephone number, e-mail address or fax number;
 - c) specification of a source and target language;
 - d) other requirements and other data relevant for interpreting;
 - e) type of a meeting: e.g. supervisory board, general meeting, business meeting, company presentation, exhibition, fair, conference, training etc.;
 - f) required deadline and time of interpreting;
 - h) attached documents related to interpreting;
 - i) attached terminology vocabulary (if for disposal).

3. In case the Order is incomplete or incorrectly filled, the Provider shall ask Client to complete it correctly.
4. The Client may send the Order via the Order Form on the web page of the Provider, via e-mail to the e-mail address of the Provider or via post, courier or personally – based on the agreement with the Provider.
5. The Provider undertakes to confirm each received Order via e-mail or phone, without undue delay. In case of order of translation services, also the physical takeover of the documents from the Client defined for the translation shall be considered as a confirmation of the Order.
6. If the Provider fails to confirm the Order to the Client, or he confirms it with restrictions, it shall be deemed that the contractual relationship starts to exist only after the correction has been agreed.

Article V

Price of Provided Services and Payment Terms

1. Total price of the Order shall be calculated pursuant to the basic price to which individual charges shall be added and agreed discounts deducted.
2. The Provider shall issue an invoice to the Client on the basis of volume of provided translation services (volume of target text of a translation) and volume of provided interpreting services. In case the Order exceeds the amount of EUR 330.00, the Provider shall issue a pre-invoice amounting to 50% of the total price of the invoice.
3. The maturity period of the delivered invoice for all the provided services is 10 calendar days from the date of issue.
4. Payments for the delivered services may be realised via bank transfer to the account of the Provider or via the cash payment. The Client receives a receipt in case of cash payment.
5. In case the Client gets into arrears with the payment for provided services, the Provider is entitled to claim the contractual penalty amounting to 0.5% of the agreed remuneration, for each day of the delay. The right for the damages shall not be prejudiced by this contractual penalty, not even if the volume of damage exceeds the amount of the contractual penalty.

Article VI

Special Provisions

1. The Provider shall not be held liable for the damage caused by the breach of the copyright during the translation and interpreting of materials delivered by the Client.
2. The Provider undertakes that he shall act with the due diligence and keep valid legal regulations, requirements of the Client and contractual agreements between the Client and

Provider during providing of translation and interpreting services.

3. The Client is obliged to provide the Provider with the cooperation and all the relevant information in order to perform the ordered translation and interpreting services. In case of breach of this obligation from the side of the Client, the Provider shall not be held liable for eventual claims related to the breach of this obligation.

Article VII Final Provisions

1. Unless stipulated by these General Terms and Conditions otherwise, the legal relations between the Client and Provider shall be governed by the respective provisions of the Commercial Code (Act No. 513/1991 Coll.). In case the Client is a natural person or legal entity not doing business, the legal relations not governed by these General Terms and Conditions and separate agreements between the contractual parties, shall be governed by the Civil Code.
2. The wording of these General Terms and Conditions shall be binding for both the contractual parties after the approval of the Order.
3. The agreements between the Client and Provider different from these General Terms and Conditions take precedence over them.
4. These General Terms and Conditions are published on the web page of the company Amarti Lingua, s.r.o. – www.amarti.sk. In case of discrepancy between the written copy of the GTC and copy published on the web page, the copy published on the web page shall take the precedence.
5. These General Terms and Conditions of the company Amarti Lingua, s.r.o. are binding for all the Clients from July 2009.