

I. General provisions

- 1.1 These general commercial conditions and terms (hereinafter just „GCTC“) published according to § 273 paragraph. 1 Act number. 513/1991 Col. (Civil Code of the Czech Republic) form an integral part of a contract between the customer and the contractor and they regulate commercial relations between: Jitka Prokopová – Translation agency Loggos, Krasnoarmejců 2091/3, ZIP code 700 30, Ostrava–Zábřeh, Identification number: 74640267, (hereinafter just „contractor“) on one party, and the physical or legal parties (hereinafter just „customer“) who order the translation services.
- 1.2 The subject matter of the performance is the provision of services which are connected with the contractor’s subject matter, i.e. above all with translation activities and supplementary services (hereinafter just „order“).
- 1.3 The contractor and the client (hereinafter just „contracting parties“) are obliged to obey these general conditions and terms.
- 1.4 A working contract is entered between the contractor and the client on the basis of a written order which was confirmed by the contractor (the automatic answer of the mailed server is not considered as a confirmation of a receipt and the like.) Such an order is obligatory and these GCTC are its integral part. A written order, hereinafter just „order“, is such an order which contains all the properties (See below item 1.4) and which was delivered to the contractor’s address (See item 1.1) and subsequently may be delivered by electronic mail to e-mail box loggos@loggos.eu or by an electronic order form which the contractor has filled in and sent from the contractor’s www pages. The official contractor’s pages are www.loggos.eu.

The order must contain the following items:

- the exact correspondence address (and also an invoice address if it differs from a correspondence address) including Identification Number and the Tax Identification Number.
- the client’s contact
- the specification of the order
- The required or previously agreed term of delivery of the order
- The required means of delivery and the format of the processed order
- The purpose of the usage of the required translation (texts for public presentation or publication),
- The requirements for graphic design of the text,
- The contact person with whom it is possible to consult specialised terminology and abbreviations,
- Customer’s declaration that he/she abides and accepts GCTC
- a stamp and signature (if these items are not involved in the electronic order. The contractor is authorised to ask for the printed order with the stamp and a signature afterwards.)

Model electronic orders for translations with all individual required datas are available in the form of order forms on www.loggos.eu from where they may be immediately dispatched.

II. Translations

2.1 Terminology

The translator – a person who transforms texts from one language to another one

The translation - a conversion from the source language to the Czech language and vice versa or between foreign languages.

Interpreting – an oral reproduction of the utterance from the source language into the destined language.

Interpreter – a person who performs the meaning of the utterance by not interchangeable means from the source language to the destined language.

The proofreading - a proofreading and correction of Czech or a foreign-language text as for its grammatical and stylistic form.

The source language - a language in which the source text is written in.

The source text - a text which shall be translated.

The destined language - the language to which the text is translated.

The destined text - a text which is translated.

The sworn translation (certified, official, legal or with a legal supplement) – a translation processed in accordance with the Act No. 36/1967 Col., about legal experts and interpreters, a translator (in legal terms „the interpreter“) named by a corresponding County Council. The sworn translation is inseparably tied up with the original or certified photocopy of the original of the translated document, and therefore it has exclusively a paper, not electronic form. The customer must submit the original or the certified photocopy of the translated document. Notary and municipal authorities perform such certifying of the photocopies.

One standard page (1 SP) - 30 lines times 60 strokes, i.e. 1800 strokes including one space after each word.

A common time limit of processing of the translation - 6 SP of the destined text per one working day. In the process we do not count the day of receipt and dispatch of the finished translation, holidays and weekends with translations in the combination foreign language-foreign language the time limit of processing of the order is set individually with each individual order.

If the content of the order exceeds a stated limit of 6 SP or it is an urgent order, the contractor can charge extra payments to a customer. The contractor must inform the customer about any possible extra payments in time, i.e. so that the customer has the possibility to consider the confirmation of the order without any subsequent penalties.

The working hours for the order receipts - from 8.00 am to 5.00 pm on working days, i.e. Monday to Friday.

2.2 General provisions

- 2.2.1 Subject to the fulfilment of the conditions, the contractor undertakes to perform the agreed order and deliver it on the agreed date and time and in the agreed manner.
- 2.2.2 The customer undertakes to accept the completed order at an agreed term and pay the final price to the contractor.
- 2.2.3 If it is the translation for which author requires copyright, i.e. a non-literal translation of another work, including the translation from one work to another language, the contracting parties fulfil the copyright Code regulations (Act No. 121/2000 Col.).
- 2.2.4 The contractor undertakes to keep all agreements confidential connected with the object of fulfilment, and he/she will consider all delivered materials as highly confidential.

2.3 Delivery deadline

- 2.3.1 The contractor is obliged to confirm the delivery of the order immediately after its receipt at the nearest possible term of his/her working hours. If the order is delivered after 16:00, the contractor is authorised to send this confirmation on the nearest subsequent working day.
- 2.3.2 If usually within 6 working hours after order or delivery the contractor does not inform the customer that he/she does not accept some conditions of the order, then subsequent conditions between the contracting parties stated in the order may be accepted.
- 2.3.3 If the contractor informs the customer that he /she does not accept some conditions in the time period stated in the item 2.3.2. the contract will not be finalised until both parties accept the conditions.
- 2.3.4 The contract between the contractor and customer arises even if the customer accepts the contractor's proposal to change conditions in the order. The final conditions come in force for the agreed contract.
- 2.3.5 Agreed conditions of a contracting relation can be changed or cancelled only by a definite agreement of both contracting parties in written or electronic form.
- 2.3.6 The customer is obliged to accept the completed order on the date and at time and in the manner stated in the order or in a written contract.

- 2.3.7 The customer is obliged to confirm the completed order delivery to the contractor immediately after the order is received in writing.
- 2.3.8 If the customer fails to confirm the completed order receipt and does not demand its delivery within 24 hours, the contractor will assume that the customer received the order properly and on time.
- 2.3.9 If the contractor obtains the an urgent reminder of the completed order, he/she is obliged to reply immediately after this reminder.
- 2.3.10 If the customer refuses to accept an order that has been properly arranged and executed without a compelling reason which was acknowledged by both parties, such an order is regarded as completed and delivered. The contractor will have the right to demand payment from the customer.

2.4 **Rights and obligations of contracting parties**

- 2.4.1 The customer is obliged to inform the contractor of the purpose for which the translation shall be used if it concerns texts for possible public presentation or publication of the final translation (in a printed form or on web) or its legal usage (e.g. usage of an agreement for a law transaction) or other usage which requires proofreading and also the Copyright' s Code usage.
- 2.4.2 If the contractor is not informed of this purpose, it will be considered that the translation is used for general usage and not for publication and no subsequent complaints based on any reasons connected with the usage of translation will be accepted. If the customer wants to use the translation for publication or to other than general usage (See item 2.4.1), the order must contain an order for corresponding proofreading, beyond the scope of translation. See „Proofreadings“ item 2.1. - Terminology.
- 2.4.3 If the source text is the subject matter of a translation contains technical or special terms, a special company terminology, less known abbreviations and the like, the customer is obliged to provide the contractor with a list of corresponding terms in a given language, and to provide the contractor with helpful materials with an agreed terminology (reference texts) or enable consultation with an individual competent person regarding this terminology. If the customer does not provide this material, no subsequent complaints regarding this terminology will be accepted.
- 2.4.4 The customer is obliged to inform the contractor of the layout of a document and be specific about it.
- 2.4.5 If the customer does not demand any specific layout, no subsequent complaints regarding the layout will be accepted.
- 2.4.6 The customer is obliged to inform the contractor immediately about all circumstances which could have an effect on payment of the executed order. The customer is also obliged to inform the contractor immediately of bankruptcy, or settlement difficulties or insolvency or liquidation.
- 2.4.7 The contractor is not liable for any possible consequences with any infringement of copyright.

2.5 **Complaints**

- 2.5.1 An order is considered defective if it has not been processed in accordance with the order. (e.g. its extent or required layout) or in corresponding quality.
- 2.5.2 In other cases the order is considered to have been processed properly.
- 2.5.3 Any complaints must be made personally or in writing by post or other delivery contractor. In the written complaint it is necessary to state a reason and describe the nature of the defects and the number of them, and if applicable their solution.
- 2.5.4 If the contractor recognizes the customer's complaint as justified, he /she shall provide a revision of the order at his/her own expense without a useless delay. In this case the customer is entitled to a discount on the price of the order of up to 10%. If the customer does not accept the revision offered, the customer will be given an adequate discount on the price corresponding to the number of defects.

- 2.5.5 If the contractor recognizes the customer's complaint as justified and the customer refuses to accept any revision, the customer will be given a discount on the price corresponding to the number of defects.
- 2.5.6 In the event that a dispute arises between the contractor and the customer regarding the justification of claims made by the customer with respect to his liability for defects or the amount of discount, the contracting parties undertake to settle such a dispute out of court in the form of an expert opinion from an independent translator based on an agreement of both parties. It is usually an independent translator from the list of sworn translators and interpreters, kept by the court or a native speaker on whom both parties agree. Both parties must be informed of the amount of the discount for the execution of the expert opinion before its outcome.
- 2.5.7 An independent translator justifies the quality of the translation by comparison with the source text. The contractor and the customer are obliged to deliver all relevant information connected with the complaints to the independent translator.
- 2.5.8 The contractor and the customer are obliged to pay equal amounts as an advance for the production of the expert opinion according to item 2.5.7 to the independent translator, and the final settlement will be made according to the success of the parties in the complaints procedure.
- 2.5.9 The amount of the discount will be set on the basis of this expert opinion.
- 2.5.10 The contractor is liable for any possible damage caused by the defects in a completed order up to the price of the order.
- 2.5.11 The customer will pay applicable costs for the procession of the expert opinion if it states that the complaints were not justified.
- 2.5.12 Complaints and the complaints procedure will not have a delaying effect on the due date of a drawn invoice for a performance, or any other type of payment for a provided service.
- 2.6. **Deadline for complaints**
- 2.6.1 Any claims arising out of the liability for defects cease to be valid if they are made belatedly.
- 2.6.2 The customer is obliged to file any claims based on any defects in an order immediately upon discovering such defects, or at the latest up to 4 weeks from its delivery.

III. Interpreting

3.1 General provisions

- 3.1.1 The contractor undertakes to execute the order (interpretation) as arranged in the agreed order, in the specified language, and at the agreed time and place.
- 3.1.2 The customer undertakes to pay the contractor the final price for the interpretation according to Article IV. Prices.
- 3.1.3 The customer is obliged to inform the contractor immediately after the performance if the interpretation took place on time and in a proper manner. If he/she does not do it then the contractor considers the performance as done properly and on time.
- 3.1.4 If without giving a compelling reason acknowledged by the contractor the customer cancels a properly arranged interpretation, he/she is obliged to pay cancellation fees of the amount according to the item 6.4 of these GCTC.

3.2 Rights and obligations of contracting parties

- 3.2.1 The customer is obliged to inform the contractor of the purpose of the interpretation and any recording that is

made. If the contractor is not informed of this purpose, no subsequent complaints based on any reasons connected therewith will be accepted.

- 3.2.2 The customer is obliged to deliver to the contractor the programme of interpretation and texts connected with it (e.g. minutes of previous meetings, reports or written documents) for the interpreter's preparation at least 5 days beforehand. If the clients fail to do so, no subsequent complaints concerning terminology will be accepted.
- 3.2.3 The customer is obliged to inform the contractor immediately of all circumstances which could have an effect on payment of the fee for a completed order – interpretation. The customer is also obliged to inform the contractor immediately of any decision to declare bankruptcy with respect to its property, of settlement difficulties, insolvency or of liquidation.
- 3.2.4 The contractor is not responsible for any possible consequences with any infringement of copyright.
- 3.2.5 The contractor and the interpreter will consider all information and materials connected with the interpretation as highly confidential.
- 3.2.6 The customer is not entitled to require any other activity from the interpreter beyond the scope of the order e.g. written translation, minutes of meetings, tour-guide and organisational services.
- 3.2.7 The customer is obliged to ensure adequate conditions for the particular type of interpreting, including technical support (cabins, headphones, microphones and the like), perfect audibility and ample space for the work. He is also obliged to deliver to the interpreter all written texts which are read by participants.
- 3.2.8 The interpreter has the right of full payment for the complete previously agreed time of interpretation ; even if the customer does not make full use of the time.
- 3.2.9 The interpreter is entitled to refuse to work in unacceptable surroundings from physical, mental or ethical reasons and in conditions demeaning for the interpreting performance.

3.3 **Transport, accommodation and meals**

- 3.3.1 8 hours are considered as a working day of the interpreter; a break of 30-minute length should be provided to the interpreter after 4 hours of the interpretation. All other breaks or interruptions are considered as working hours.
- 3.3.2 The contractor has a right to charge an equal rate to interpretation rates for time spent on journeys or time lost in other manners connected with the interpreting.
- 3.3.3 If the customer does not ensure transport for the interpreter from an arranged location to the place of performance, he/she is obliged to inform the interpreter sufficiently in advance. He/She is obliged to pay the contractor the interpreter's travel expenses to the full amount according to valid principles.
- 3.3.4 The customer is obliged to provide the interpreter with the accommodation in a single bedroom with facilities. If it is not possible to fulfil this condition, the customer is obliged to inform the contractor on time and require the interpreter's agreement to alternative accommodation.
- 3.3.5 The customer is obliged to ensure the interpreter meals according to accepted standards or agreed alternatives for meals.

3.4 **Complaints**

- 3.4.1 The interpretation is considered defective if it has not been performed in accordance with the order or in a corresponding quality.
- 3.4.2 Any complaints will be made in writing. It is necessary in the written complaint to state the reasons and describe the nature of the defects and if possible to provide a recording.
- 3.4.3 If the contractor recognizes the customer's complaint as justified the customer will be given an adequate discount.

- 3.4.4 In the event that a dispute arises between the Contracting parties regarding the justification of timely claims made by the customer with respect to the liability for defects, the contracting parties undertake to settle such a dispute out of court in the form of an expert opinion from an independent interpreter selected on the basis of an agreement between the contracting parties.
- 3.4.5 The amount of the discount will depend on the expert opinion.
- 3.4.6 Both the contractor and customer are obliged to pay equal amounts as an advance for the production of the expert opinion according to the point 3.4.4, and the final settlement will be made subsequently according to the success of the parties in the complaints procedure.
- 3.4.7 The contractor is responsible for any possible damage caused by the defects in a completed order, up to the price of the order.
- 3.4.8 If the expert opinion states that the complaints were not justified, the customer pays authorized costs for the production of the expert opinion.
- 3.4.9 The customer is obliged to pay any claims based on any defects in the interpreting services without undue delay immediately after the interpretation, within 5 days at the most.
- 3.4.10 Claims arising out of the contractor's responsibility for defects cease to be valid if they are made belatedly.
- 3.4.11 The customer is obliged to pay the issued invoice or any other type of payment on time even if complaints arose after the provided service or performance.

IV. Prices

- 4.1 The price calculation of the order is based on the contractor's effective price list of contractor's services and on the method of price calculation specified therein.
- 4.2 The effective price list is released on www.loggos.eu, provided by e-mail, post or personally.
- 4.3 The price list of services is an integral part of GCTC.
- 4.4 The price for services is set above with respect to the type of the translation, language combination, demands of the order and specification of the text, the quality of the source text, required urgency of delivery. The customer of translation services is charged a basic rate whenever a source text is standard, clear, legible text, in the standard format without an orthodox layouts and translated in the common time limit.
- 4.5 If the preliminary price of the order or price calculation of the number of units (standard pages) is set, the price calculation is dependent on the real number of destined units.
- 4.6 The minimal amount charged for single orders is 0,5 SP, if it is not agreed differently in the order.

V. Payment terms

- 5.1 The price of the order will be paid on the basis of a tax document issued by the contractor, the maturity of which will be specified within 14 days after the issued day are considered as the usual time limit if it is not stated differently in the contract.
- 5.2 The contractor is entitled to issue a tax document to the customer as soon as the order is completed.
- 5.3 The contractor is entitled to issue an advance payment invoice to the customer before starting work on the order or during performance up to the extent of 50 % of the supposed amount stated in the order. Any advance payments will be made to time limits which will be specified in this invoice. The contractor reserves the right to send completed translations after the payment of any advance payments.

- 5.4 In the event of the customer's default in payment, the customer shall pay the contractor 0,1 % of the due sum for each day of delay. There will be no further claims made for interest from delays.
- 5.5 In the case of a belated payment the customer's settlement is counted with interest from the first delay, the agreed penalty and the remaining part of the debt itself.

VI. Withdrawal from the contract and compensation for damage

- 6.1 Either contracting party has the right to withdraw from the contract if after entering into the contract, such impediments arise on its part which prevent it from fulfilling its obligations and they cannot be eliminated.
- 6.2 The party withdrawing from the contract must inform the other party of this fact in writing.
- 6.3 If the customer withdraws from the contract on translation (or proofreading), he/she is obliged to pay any provable arisen costs for the completed part of the translation (proofreading), or the whole translation (proofreading), if the order is completed.
- 6.4 If the customer withdraws from an order for interpreting 10 to 5 days before launching of the performance, a cancellation fee is 20 % from the agreed price, 4 to 2 days before launching of the performance it is 50 % and one day before launching or on a day of launching of the performance 100 % from the agreed price.
- 6.5 The contractor is not responsible for damage incurred due to the non-performance of a concluded contract, if it is as a result of unforeseeable and unavoidable events the occurrence of which the contractor could not have prevented.
- 6.6 If the customer uses the text as printed material or other forms of publication, without informing in writing about this fact the contractor, the customer has not a right to compensation for damage due to errors in the translated text.

VII. Special provisions

- 7.1 The contractor is entitled to process an order enacted by the third person (hereinafter just „translator“).
- 7.2 The customer undertakes that he/she will not contact the translator without the consent of the contractor .
- 7.3 If with the consent of the contractor, the customer contacts the contractor and translator, the customer undertakes not to discuss any matters concerning the commercial conditions of an order.
- 7.4 The customer undertakes to inform the contractor of possible new arrangements made with the translator.
- 7.5 In the event of any breach of these obligations specified in points 7.2 up to 7.4 the customer is obliged to pay the contractor a contractual penalty of CZK 50 000 for each individual breach.
- 7.6 Unless these commercial conditions stipulate otherwise, the legal relations between the contracting parties are governed by the relevant provisions of Act no. 513/1991 Col. of Commercial Code.
- 7.7 The wordings of these Commercial Terms and Conditions will be binding on the contracting parties.
- 7.8 These General contracting conditions are available to the public on www.loggos.eu. The contractor is obliged to warn of their existence at negotiating the commercial relation, and binding agreements and the need to become acquainted with them. He/she is not obliged to file them at every contract or order, equally he/she is not obliged to supply them to the customer without an express request.
- 7.9 These General contracting conditions of Jitka Prokopová – Translation Agency Loggos, Identification number 74640267, Krasnoarmejců 2091/3, 700 30 Ostrava-Zábřeh, are valid from 1. 6. 2008.