

I. General Provisions

1. Definitions:

- 1.1. **Agreement** – master agreement on provision of services or one-time order of services establishing a binding contractual relationship between the Contractor and the Client
- 1.2. **Contractor** – mia translate, s.r.o., with its registered office at Pobřežní 249/46, identification no.:03650910
- 1.3. **Client** – a legal entity or individual who has entered into an agreement on provision of services with the Contractor
- 1.4. **Parties** – the Contractor and the Client
- 1.5. **GTC** – the General Terms and Conditions of the Contractor
- 1.6. **Service** – translation, interpretation and related services provided by the Contractor under a trade licence and line of business
- 1.7. **Written Confirmation and Delivery** – document, e-mail or other electronic form of communication (e.g. the Contractor's electronic order form)
- 1.8. **Preferred Terminology** – professional terminology, abbreviations and other specific expressions which the Client requests be used in the translation
- 1.9. **Money-back Guarantee** – a service pursuant to which the Client has the right to return of payment for translation services in the event of justified claims due to gross errors which completely change the meaning of the text and cause it to be incomprehensible, under the condition that the process of ordering the translation corresponds to its purpose, and upon fulfilment of other conditions stipulated in the GTC

2. These GTC govern the relationship between mia translate, s.r.o. and individuals or legal entities who order Services.
3. These GTC are an inseparable part of the Agreement between the Contractor and the Client and are binding on the Parties, unless stipulated in the agreement otherwise. In the event of a discrepancy between the provisions of these GTC and the Agreement, the provisions of the Agreement shall prevail.
4. On the basis of the Agreement, the Contractor undertakes to provide the agreed Service in accordance with the agreed terms and conditions.
5. On the basis of the Agreement, the Client undertakes to accept the Service and duly pay the agreed upon purchase price.
6. The Client is obliged to inform the Contractor without undue delay of all circumstances which might have an influence on the fulfilment of its contractual obligations, including the obligation to pay the agreed price on time, and if it has entered into liquidation and/or has become insolvent under the Insolvency Act.

II. Agreement

1. The Agreement between the Client and the Contractor arises even without entering into a written agreement, on the basis of an order sent by e-mail, which the Contractor has confirmed in writing. Such an agreement is binding on both Parties.
2. An Agreement also arises with the confirmation of a valid price offer made by the Contractor which the Client receives in writing from the Contractor.
3. An Agreement arises even if the confirmation of the price offer contains additional requests which do not substantially change the conditions of the offer, as long as the Contractor does not refuse to accept them without undue delay.

4. The Agreement must contain the following requisites:

- 4.1. exact mailing address of the Client, including billing address, if this is different from the mailing address, and company identification number and tax identification number
 - 4.2. contact person, including contact information (position, e-mail, telephone number)
 - 4.3. specification of the Service
 - 4.4. source and/or target language
 - 4.5. mutually agreed deadline for delivering the Service
 - 4.6. mutually agreed method of delivering the Service for translations and revisions, requirements for graphic editing of text or document formatting
 - 4.7. the purpose for which the requested Service will be used (in particular for texts intended for public presentation or publication) or the type of interpretation; if this purpose is not stated in the Agreement/inquiry, any complaints by the Client for reasons connected with this shall not be taken into account
 - 4.8. request for Preferred Terminology if any (in such a case the Agreement must include a list of preferred expressions, a link to reference materials or contact information for a person whom the Client has entrusted with terminology consultation), whereas if the Client does not do so, any complaints by the Client for reasons connected with failure to use Preferred Terminology shall not be taken into account
5. The Agreement may only be changed by written agreement, whereas the rules for creation of an Agreement likewise apply to its changes.

III. Rights and Obligations

1. Translation services

- 1.1. The Client is obliged no later than at the moment of ordering the Service to deliver to the Contractor any and all materials and information necessary to carry out the Service.
- 1.2. The Client is obliged to provide text for translation that is comprehensible and legible, whereas the Contractor is obliged without undue delay to inform the Client if the provided text does not meet these conditions. The Contractor is obliged to suspend the delivery of the Service until the new text is provided and to postpone the agreed deadline for the Service by this period. If the Client insists on the Contractor providing the Service based on the original text, the Contractor does not guarantee the correctness of the translation and shall not be liable for damages that the Client may incur as a result.
- 1.3. If the Contractor does not have a full text for translation as at the conclusion of the Agreement and circumstances arise after the commencement of performance of the Agreement which prevent the Contractor from providing the Service by the agreed deadline, the Contractor is obliged to inform this Client of this without undue delay and is entitled to request a change of the deadline and price.
- 1.4. The Contractor shall not be responsible for the meaning and content of the source texts provided by the Client.
- 1.5. The Client acknowledges that ownership of the translation passes to it after it pays the entire price of the ordered and performed work.
- 1.6. Due performance of Service by the Contractor is delivery of a finished translation by the deadline and in the manner agreed in the Agreement. The Client is obliged to accept the agreed Service by the agreed deadline and in the agreed manner.

- 1.7. The Client is obliged to inform the Contractor of the acceptance of the Service without undue delay in writing. If the Client does not fulfil this obligation within 24 hours after the deadline for performing the Service in writing and does not remind the Contractor to perform the Service, it shall be understood that it received the Service duly and on time.
- 1.8. If the Contractor receives a legitimate reminder notice, it is obliged to deliver the Service again immediately upon receiving the notice.
- 1.9. The Service shall not be considered delivered late if on the basis of a written reminder notice from the Client the Contractor delivers the Service again and proves that the Client already received the Service once before on time.
- 1.10. The right to payment of duly finished Services arises to the Contractor even if the Client does not take over the Service and/or frustrates its delivery, at the moment when the Contractor offered it to the Client for acceptance.

2. Interpretation services

- 2.1. A day of interpretation shall be understood as 8 hours, including breaks.
- 2.2. If not agreed otherwise in the Agreement, the Client shall pay the Contractor in case of exceeding the agreed (ordered) period of interpretation defined as
 - a) half-day interpretation (=4 hours including breaks) - rate for whole day of interpretation (=8 hours including breaks)
 - b) whole day interpretation (=8 hours including breaks) – rate per hour for interpretation of 1/8 of the agreed price for a day of interpretation, for each additional even commenced hour of interpretation.
- 2.3. The Contractor shall provide interpretation services via an interpreter.
- 2.4. The Client is obliged to arrange transportation of the interpreter from the agreed place to the place where the Service will be performed and back by means of a mode of transport appropriate to the distance between the two places. If the interpreter arranges for his own transport, the Client is obliged to pay the Contractor his travel costs, including meals, in full according to the valid legal regulations, unless agreed otherwise in the Agreement.
- 2.5. In the event of interpretation longer than 1 day, the Client is obliged to arrange at its expense accommodation for the interpreter in a single furnished room, unless agreed otherwise in the Agreement.
- 2.6. The Contractor has the right to bill time spent by the interpreter on travel or otherwise in connection with the interpretation at the same rate as the interpretation services themselves, unless agreed otherwise in the Agreement.
- 2.7. The Client is obliged to ensure that the interpreter has a break for meals and rest of at least half an hour and this no later than after four and a half hours of interpretation.
- 2.8. The Client is obliged at the latest 2 business days before the performance of the Services to hand over to the Contractor all materials and information required to perform the Service (in particular information about the topic of the interpretation, its agenda and Preferred Terminology). If the Client does not fulfil this obligation, any complaints by the Client for reasons connected with this shall not be taken into account.
- 2.9. The Client is obliged to inform the Contractor at the latest at the day of the conclusion of the Agreement whether an audio-visual recording will be made of

- the interpretation. The Client carries full liability towards third parties for making recordings.
- 2.10. The Client is not entitled to request other activities from the interpreter provided by the Contractor (e.g. written translation, minutes of the meeting, guide and organisational services), unless this is expressly stated in the Agreement with the Contractor.
- 2.11. The Client is obliged to provide conditions corresponding to the type of interpretation, including technical equipment, unless according to the Agreement with the Contractor this is to be provided by the Contractor.
- 2.12. If the Contractor is obliged to provide interpretation equipment under the Agreement, the Client is obliged to ensure the Contractor or its entrusted person timely access to the space where the interpretation equipment will be installed.
- 2.13. The interpreter provided by the Contractor is authorised to refuse to work in an environment which is physically, psychologically or ethically unacceptable and in conditions demeaning for the performance of the interpretation profession.

IV. Prices and Payment Conditions

1. The prices of all Services are contractual and are agreed between the Client and the Contractor in writing in the Agreement.
2. The Contractor is entitled to issue the Client an advance invoice even before it commences performing the Services or in the course of the performance. The advance invoice is payable by the maturity date stated in the invoice.
3. If the total price agreed in the Agreement is marked as preliminary due to the impossibility to determine in advance the exact volume of provided Services, the resulting price is set on the basis of the real volume of Services provided (e.g. the number of words in the target text of a translation or the real number of interpretation hours for an interpretation).
4. If not expressly stated otherwise, any prices, as well as other amounts, do not include VAT.
5. The basis for paying the price of the Services is an invoice containing the requisites of a tax document issued by the Contractor as at the day of taxable supply.
6. The Client is obliged to pay the invoice by the maturity date, which is 14 days from the date of issuance of the invoice, and to duly indicate its payment.
7. In the event of a delay in payment, the Client is obliged to pay the Contractor a contractual penalty of 0.1% of the amount owed for each day of delay.
8. If the Client is in delay of payment of the Contractor's invoice by more than 30 days from its maturity date, the Contractor is entitled until the time of full payment of its receivables for its provision of Services to the Client, including so far unfinished Agreements, to suspend or refuse to provide its services to the Client, without this being considered a breach of the Agreement by the Contractor. All deadlines for performance stated in so far unperformed Agreements shall in such a case be extended by the period of delay in payment.
9. The Contractor may authorise a third party to enforce its receivables from the Client and to hand over for this purpose the personal data of the Client as well as data regarding the receivables in the amount required. The Client is obliged to negotiate with the third party as a duly authorised collection agent of the Contractor.

V. Complaints

1. A Service is considered defective if it was not provided in accordance with the Agreement.

2. The Client is obliged to claim defective Services in writing without undue delay upon discovering them, but no later than 30 days after the provision of the Service. After the expiry of this period, the right to claims from defective Services shall terminate.
3. The right to liability for defective Service terminates if it is exercised for a reason that these GTC or the Agreement excludes.
4. A Client's complain must contain:
 - 4.1. the reason for the complaint
 - 4.2. when and how the defects were discovered
 - 4.3. a precise description of the defect(s) and their frequency and seriousness
 - 4.4. for interpretation, a possible unedited record
5. If the Contractor recognises the complaint regarding translation services as justified, it shall arrange relevant revisions or corrections at its own expense.
6. If the Contractor recognises the complaint regarding translation services as justified and the Client does not request corrections from the Contractor and in complaints regarding interpretation services, the Client will be offered a discount corresponding to the extent and seriousness of the defect.
7. The Contractor shall be liable for damages caused by defects in the Service to the Contractor up to the amount of the price of the order without VAT.
8. If a dispute arises between the Contractor and the Client about the justification of the Client's right to claim the Contractor's liability for defects or about the amount of the discount, both Parties undertake to resolve the dispute outside of court by means of an independent expert assessment done by an expert from the list of court translators and interpreters kept by the relevant court chosen by both Parties. Both Parties must agree in advance on an estimated price for drawing up this assessment.
9. The Client and the Contractor shall each pay half of the deposit for drawing up the expert assessment according to point 8, and the final cost shall be paid by the losing Party.
10. If the assessment according to point 8 goes against the Contractor, the Contractor shall pay the Client the amount corresponding to the amount of the discount on the provided Service stipulated by the independent expert.
11. The Client is not authorised to claim from the Contractor payment of additional costs which the Client incurred with the assessment of the quality of the Service or its repair assigned to a third party without the Contractor's knowledge and consent.
12. Complaints do not have any suspensory effect on the Client's obligation to pay invoices for provided Services.
13. The "Money-back Guarantee" service for translation Services applies if the Client makes its complaint in accordance with the previous provisions at the latest 7 days from the day when the Services were provided.

VI. Withdrawal from the Agreement and Compensation for Damages

1. Each Party has the right to withdraw from the Agreement if irremovable obstacles arise on its side preventing the performance of its contractual obligations. The Parties are obliged to inform the other Party in writing without undue delay as soon as they learn about the facts establishing the right to withdrawal.
2. Upon withdrawal from the Agreement by the Client, the Client is obliged to pay the Contractor as severance:
 - 2.1st 10% of the agreed price of a translation service which the Contractor has not started working on yet, but at most CZK 1,000
 - 2.2nd 10% of the agreed price of a translation service plus the price of already translated text set in proportion

to the agreed total price, but no more than 100% of the total price.

2.3rd 30% of the agreed price of the interpretation service upon withdrawal more than 24 hours before the agreed start time of the interpretation

2.4th 80% of the price of the interpretation service upon withdrawal less than 24 hours before the agreed start time of the interpretation

VII. Confidentiality Obligation

1. The Contractor and the Client consider all information and documents provided by the other Party in the performance of the Agreement as trade secrets and undertake not to share this information with any unauthorised third party without the prior written consent of the other Party. The authorised persons of the Contractor are its internal employees and statutory bodies as well as external persons who have signed an agreement on confidentiality and protection of classified information and its misuse with the Contractor.
2. The Parties undertake to protect trade secrets from misuse by all adequate means.
3. The confidentiality obligation does not apply to information that is already publicly known or publicly accessible, information which must be shared with third parties on the basis of obligations under valid legal regulations or ordered by a decision and/or measure by a public authority which the Contractor is obliged to submit to.

VIII. Consent to Processing of Personal Data and Sending of Commercial Communications

1. By sending a request to or entering into an Agreement with the Contractor, the Client expresses its consent to the processing of its personal data.
2. The Contractor undertakes to handle the entrusted personal data in accordance with Act No. 101/2000 Coll., on personal data protection and on amendment to certain acts, as amended.
3. By sending a request and/or entering into an Agreement, the Client expresses its consent that the Contractor may inform it of offers of its Services and potentially determine its satisfaction with its current services.
4. The Client acknowledges that it can at any time withdraw the above-mentioned consent that it has granted for an indefinite period without stating a reason in writing; however, it must not do so in a manner that would not make impossible or substantially frustrate the performance of valid Agreements with the Contractor.

IX. Final Provisions

1. The Contractor shall not be liable for any consequences connected with a breach of copyright laws.
2. The Client is not authorised without the Contractor's written consent to contact the translators or interpreters of the Contractor in business matters.
3. If the Client contacts a translator or interpreter with the consent of the Contractor, the Client may not discuss with them facts related to the commercial terms and conditions of the Agreement and is obliged without undue delay to inform the Contractor about any new arrangements with the translator or interpreter.
4. In the event of a breach of the Client's obligations under Section IX. (2) and (3) of these GTC, the Client is obliged to pay the Contractor a contractual penalty of CZK 50,000 for each individual breach of obligations, and for repeated breaches. Payment of the contractual penalty is without prejudice to the right of the Contractor to compensation for damages.



General Terms and Conditions of Translation and Interpretation Services
pursuant to the provisions of Section 1751 (1) of Act No. 89/2012 Coll., the Civil Code

5. Unless the Agreement or these GTC stipulate otherwise, the contractual relations with the Client shall be governed by the relevant provisions of Act No. 89/2012 Coll., of the Civil Code and other valid legal regulations. By entering into an Agreement, the Client confirms that it is familiar with the contents of the GTC.
6. The Contractor reserves the right to change the wording of these GTC. It is obliged to announce the change on the website of the Contractor no later than on the day on which the new wording of the GTC comes into force.
7. The wording of these GTC is binding for the Parties.
8. These GTC come into force on 1 January 2015.