



General Commercial Terms and Conditions issued pursuant to Section 273, Subsection 1 of Act No. 513/1991 Coll.

Article I

Introductory provisions

1. The General Commercial Terms and Conditions form an integral part of any contract between the Client and the Contractor.
2. A contract between the Client and the Contractor is established on the basis of a written order - also in the form of electronic mail and electronic order forms (hereinafter the "Order").
3. Unless the Contractor informs the Client within six (6) working hours after having received an order that it does not accept certain conditions of the Order, the conditions mentioned in the Order will be deemed valid for the relationship between the Contracting Parties.
4. If the Contractor indicates that it does not accept certain terms and conditions within the period stipulated in paragraph 3 of this Article, no contractual relationship will be established until an agreement is reached also on the conditions that have not been accepted.
5. A contract between the Client and the Contractor is also established if the Client accepts a proposal from the Contractor to change the conditions of an Order. Then the contractual relations are governed by the latest agreed conditions.
6. The agreed conditions of the contractual relations may be amended or cancelled only on the basis of the express agreement of the two Contracting Parties.

Article II

Subject matter of the performance

The subject matter of the performance is the provision of services connected with the Contractor's line of business, in particular the performance of translations or the provision of interpreting services (hereinafter the "Job") according to the requirements specified in the Order.

Article III

Translations

1. General provisions

- 1.1. Subject to the fulfilment of the conditions specified in Article I, the Contractor undertakes to perform the agreed Job as arranged in the specified language and on the agreed date and time and to deliver it in the agreed manner.
- 1.2. By placing an Order, the Client undertakes to accept the completed Job and to pay the final price for the Job pursuant to the provisions of Article V.

2. Delivery deadline

- 2.1. The Client is obliged to accept the completed Job on the date and at time and in the manner as specified in the Order.
- 2.2. The Client or its authorised employee is obliged to confirm immediately in writing the proper and timely receipt of the Job.
- 2.3. If the Client fails to fulfil its obligation stipulated in paragraph 2.2 of this Article and does not demand in writing the delivery of the Job even within 24 hours after the delivery deadline, the Contractor will assume that the Job was received properly and on time by the Client.
- 2.4. A Job will not be considered to have been delivered late if, on the basis of a reminder from the Client, the Contractor redelivers the Job and proves that it had already been sent to the Client earlier.
- 2.5. If it is impossible for compelling reasons to deliver a completed Job in the required manner, the Contractor shall be entitled to choose an alternative method of its delivery at the Client's expense. The Client shall be notified of this circumstance in advance.
- 2.6. If without giving a compelling reason acknowledged by both parties, the Client refuses to accept a Job that has been properly arranged and executed, such a Job shall be regarded as completed and the Contractor will have the right to issue an invoice which the Client will be obliged to pay.

3. Rights and obligations

- 3.1. The Client is obliged to inform the Contractor of the purpose for which the Job is to be used.
- 3.2. If the Contractor is not informed of this purpose, no subsequent complaints based on any reasons connected therewith will be accepted. If a Job is to be used for printing (publication), the Order must specifically state that a translation of texts intended for printing (publication) is required.
- 3.3. If the text, which is the subject matter of an Order, contains technical or otherwise special terms, abbreviations, etc. the Client shall be obliged to provide the Contractor with a list of the relevant terminology used in the given language or to supply the Contractor with other support materials or to specify a competent person in charge of providing consultation regarding the specialised terminology. If the Client fails to do so, no subsequent complaints regarding such terminology will be accepted.
- 3.4. If the Contractor receives a reminder pursuant to paragraph 2.3 of Section 2, it is obliged to send the Job immediately upon receipt of the reminder.
- 3.5. The Client is obliged to inform the Contractor of any circumstances having substantial effect on the meeting of its liability to pay for the Job. The Client is obliged to inform the Contractor of any decision to declare bankruptcy with respect to its property or of its having gone into liquidation.
- 3.6. The Contractor is not liable for any possible consequences connected with any infringement of copyright.
- 3.7. The Contractor undertakes to maintain confidentiality regarding any dealings connected with the subject of the performance and it also undertakes to consider as strictly confidential any materials submitted by the Client.

4. Complaints

- 4.1. A completed Job is considered defective if it has not been performed in accordance with the Order.
- 4.2. A completed Job is also considered defective if it has not been produced with the appropriate quality.
- 4.3. In all other cases, the Job shall be considered to have been performed properly.
- 4.4. Any complaints will be made in writing. It is necessary in the written complaint to state the grounds for the complaint, to describe the nature of the defects and to specify the number of defects if applicable.
- 4.5. If the Contractor recognizes the Client's complaint as justified, it shall provide a revision of the Job at its own expense. In these cases, the Client will be entitled to a discount on the price of the Job of up to 10%.
- 4.6. If the Contractor recognizes the Client's complaint as justified and it does not concern defects mentioned in paragraph 4.2 of this Section or the Client refuses to accept the revision offered, the Client will be given an adequate discount on the price of the Job.
- 4.7. The amount of the discount will depend on an expert opinion.

- 4.8. In the event that a dispute arises between the Contracting Parties regarding the justification of timely claims made by the Client with respect to the liability for defects as described in paragraph 4.2 of this Section, the Contracting Parties undertake to settle such a dispute out of court in the form of an expert opinion from an independent arbitrator to be selected based on an agreement of the Contracting Parties from the list of sworn translators and interpreters kept by the court of jurisdiction.
- 4.9. The amount of the discount to be given pursuant to paragraph 4.8 of this Section depends on the outcome of the expert opinion.
- 4.10. Both the Contractor and the Client are obliged to pay equal amounts as an advance for the production of the expert opinion by an independent arbitrator pursuant to the provision of paragraph 4.8 of this Section and final settlement will be made subsequently according to the success of the parties in the complaints procedure.
- 4.11. The Contractor is liable for any possible damage caused by the defects in a completed Job up to the price of the Job.

5. Deadline for complaints

- 5.1. Any claims arising out of the liability for defects cease to be valid if they are made belatedly.
- 5.2. The Client is obliged to file any claims based on any defects in a Job without undue delay immediately upon discovering such defects.

Article IV Interpreting 1. General provisions

- 1.1. Subject to the fulfilment of the conditions stipulated in Article I, the Contractor undertakes to execute the agreed Job (interpreting) as arranged in the specified language and at the agreed time and place.
- 1.2. By placing an Order, the Client undertakes to pay the Contractor the final price for the interpreting pursuant to Article V, paragraph 2.
- 1.3. The Contractor shall provide the interpreting services by means of an interpreter.

2. Date and time of interpreting

- 2.1. The Client is obliged to accept the interpreting services on the date and at the time and in the manner as specified in the Order.
- 2.2. The Client or its authorised employee is obliged to confirm immediately in writing by means of an interpreting report that the interpreting took place and that it was performed in a proper and timely manner.
- 2.3. If without giving a compelling reason acknowledged by both parties, the Client refuses to accept properly arranged interpreting services, such interpreting services shall be regarded as completed and the Contractor will have the right to issue an invoice, which the Client will be obliged to pay.

3. Rights and obligations

- 3.1. The Client is obliged to inform the Contractor of the purpose for which the interpreting services will be used, whether the interpreting will be recorded and the manner in which this will be accomplished.
- 3.2. If the Contractor is not informed of this purpose, no subsequent complaints based on any reasons connected therewith will be accepted.
- 3.3. The Client shall send background materials to the Contractor at least 3 days before the date of the interpreting services (e.g. the agenda/programme, minutes of previous meetings, reports or written documents). If the Client fails to do so, no subsequent complaints concerning terminology will be accepted.
- 3.4. The Client is obliged to inform the Contractor of any circumstances having a substantial effect on the meeting of its liability to pay for the Job. The Client is obliged to inform the Contractor of any decision to declare bankruptcy with respect to its property or of its having gone into liquidation.
- 3.5. The Contractor is not liable for any possible consequences connected with any infringement of copyright.
- 3.6. The Contractor undertakes to maintain confidentiality regarding any dealings connected with the interpreting services and it also undertakes to consider as strictly confidential any materials submitted by the Client.
- 3.7. The Client is not entitled to request any other activity from the interpreter beyond the scope of the Order (e.g. written translation, minutes of meetings, tour-guide and organisational services).
- 3.8. The Client is obliged to ensure adequate conditions for the particular type of interpreting, including technical support if the same has not been ordered from the Contractor.

4. Transport, accommodation and meals

- 4.1. The Client is obliged to ensure transport for the interpreter from an arranged location to the place of the Job performance using an adequate means of transport with respect to the distance between the locations.
- 4.2. In the event that the interpreter uses his or her own means of transport, the Client is obliged to reimburse the Contractor in full for the interpreter's travel expenses.
- 4.3. The Client is obliged to ensure accommodation for the interpreter in a single room with facilities.
- 4.4. The Client is obliged to ensure that the interpreter is given a break of at least half an hour for a meal and a rest after an interval of no more than four and a half hours of interpreting.
- 4.5. An interpreting day is intended to mean 8 hours including breaks.
- 4.6. The Contractor is entitled to compensation for time lost by the interpreter in connection with the provision of the interpreting services.

5. Complaints

- 5.1. Interpreting is considered defective if it has not been performed in accordance with the Order.
- 5.2. Any complaints will be made in writing. It is necessary in the written complaint to state the grounds for the complaint, to describe the nature of the defects and possibly to provide a recording.
- 5.3. If the Contractor recognizes the Client's complaint as justified the Client will be given an adequate discount.
- 5.4. In the event that a dispute arises between the Contracting Parties regarding the justification of timely claims made by the Client with respect to the liability for defects as described in paragraph 4.2 of this Section, the Contracting Parties undertake to settle such a dispute out of court in the form of an expert opinion from an independent arbitrator.
- 5.5. The amount of the discount will depend on the expert opinion.
- 5.6. Both the Contractor and the Client are obliged to pay equal amounts as an advance for the production of the expert opinion by an independent arbitrator pursuant to the provision of paragraph 4.8 of this Section and final settlement will be made subsequently according to the success of the parties in the complaints procedure.

5.7. The Contractor is liable for any possible damage caused by the defects in a completed Job up to the price of the Job.

6. Deadline for complaints

- 6.1. Claims arising out of the liability for defects cease to be valid if they are made belatedly.
6.2. The Client is obliged to file any claims based on any defects in the interpreting services without undue delay upon discovering such defects.

Article V Price

1. The price calculation of a Job is based on the Contractor's effective price list of services and on the method of price calculation specified therein.
2. If the preliminary price for a Job is based only on an estimated number of units, the price will be calculated according to the actual number of units (in the target language in the case of translations).
3. All prices in the price list of services are exclusive of VAT.
4. The price list of services of the relevant branch office forms an integral part of the General Commercial Terms and Conditions.

Article VI Payment terms

1. The Contractor is entitled to issue a tax document as soon as a Job is completed in accordance with the Order.
2. The price of the Job will be paid on the basis of a tax document issued by the Contractor, the maturity of which will be specified in this tax document.
3. In the event of the Client's default in payment, the Client shall pay the Contractor 0.1% of the due sum for each day of delay.
4. In the event of a delayed payment, the Client's payment will be first set off against the late charge and then the remaining part will be set off against the actual debt.
5. The Contractor is entitled to issue for the Client an advance payment invoice the maturity of which will be specified on this invoice.

Article VII Withdrawal from the contract and compensation for damage

1. Either Contracting Party has the right to withdraw from the contract if, after entering into the contract, insurmountable impediments arise on its part which prevent it from fulfilling its obligations.
2. The party withdrawing from the contract must inform the other party of this fact in writing.
3. In the event of the Client's withdrawal from the contract, the Client is obliged to pay "cancellation fees" to the Contractor. The amounts of these fees are specified in the Contractor's price list of services.
4. The Contractor is not liable to the Client for damage incurred due to the non-performance of a concluded contract if it is a result of unforeseeable and unavoidable events the occurrence of which the Contractor could not have prevented.
5. If a text is to be used for printing (publication) or for further distribution, the Client is obliged to inform the Contractor of this fact. If the Client has not ordered with the Contractor the arrangement of translation of texts intended for printing (publication), the Client will have no right to compensation for damage due to errors in the translated text.
6. The Customer is entitled to withdraw from the order for translation by a written notice sent to the Contractor. The Parties agree that, in such an event, the Customer shall be bound to pay compensation, also called a cancellation fee, to the Contractor amounting to 20% of the price for the translation ordered, which the Contractor has not started processing, this concerns the maximum compensation amounting to CZK 1,500; and 20% of the price for the translation ordered plus the price of the translation in process of completion until the moment of withdrawal from the Contract in the case of a translation, which the Contractor has started processing; this is payable on the day of delivery of the notice concerning withdrawal from the Contract.
7. The Customer is entitled to withdraw from the order for interpreting by a written notice sent to the Contractor. The Parties agree that, in such an event, the Customer shall be bound to pay compensation, also called a cancellation fee, to the Contractor amounting to 50% of the price for the interpreting ordered, in the event of withdrawal within a period of more than 24 hours prior to the date on which the interpreting should start; and 100% of the price for the interpreting ordered if the withdrawal occurs within a period of 24 hours prior to the start of interpreting; this is payable on the day of delivery of the notice concerning withdrawal from the Contract.

Article VIII Special provisions

1. The Client undertakes not to contact the translator or the interpreter without the express consent of the Contractor.
2. If with the consent of the Contractor, the Client contacts the translator or the interpreter the Client undertakes not to discuss any matters concerning the commercial conditions of the Job.
3. The Client further undertakes to inform the Contractor of every new arrangement made with the translator or the interpreter.
4. In the event of any breach of the obligations specified in paragraphs 1, 2 and 3, the Client is obliged to pay the Contractor a contractual penalty of CZK 100,000 for each individual breach even if the Job has not been properly completed.

Article IX Final provisions

1. Unless these commercial terms and conditions stipulate otherwise, the legal relations between the Contracting Parties are governed by the relevant provisions of Act no. 513/1991 Coll.
2. The wording of these Commercial Terms and Conditions is binding on the Contracting Parties.
3. Pursuant to Section 273 of the Commercial Code, these commercial terms and conditions are considered to be the General Commercial Terms and Conditions of Skřivánek s.r.o. with its registered office at Vyškov, U Jordánka 265/11, which was registered in the Commercial Register of the Regional Court of Brno on 20 July 1994 in Section C, File No. 15989. These terms and conditions are applicable to all branch offices of the company and their clients as of 1 September 2006.

Ing. Pavel Skřivánek,
Chief Clerk

