

OPÁL-2 TRANSLATIONS LLC

GENERAL CONDITIONS OF CONTRACT

1. SCOPE OF VALIDITY

These **General Conditions of Contract** (hereinafter: “**GCC**”) regulate the general legal relationship between **OPÁL-2 Translation & Interpretation LLC** (hereinafter: “**Translation Agency**”) and its **Customers** (hereinafter: “**Client**”). The **Translation Agency** provides its services exclusively on the basis of a **Client** order issued in accordance with the present **GCC**.

Separate agreements, labour contracts, supply and master agreements apply to the legal relationship between the **Translation Agency** and its collaborators and subcontractors.

2. SCOPE OF SERVICES

The activity of the **Translation Agency** extends to the following services: production of specialist translations, interpreting, word processing and supplementary services, performed in accordance with the **Client** order. Departure from the standard service is acceptable on the basis of a one-off agreement.

3. PLACING ORDERS

Before placing an order, **Client** may ask for a quotation. **Translation Office**'s written price quotation is valid for thirty days. On the basis of a written mandate, **Translation Office** accepts the translation order on an Order form systematised and filled in for this purpose or by other written means, either delivered in person or sent by letter, fax or e-mail. In the order, it is requested that the **Client** (company or private person) give his/her name, headquarters/residence, contact details (data of a possible contact person), the source and target languages of the translation or interpreting, its title and/or thematic field, extent (number of characters, words, pages or time period), its possible nature and purpose (e.g. contract to be signed, congress lecture, handout material, user manual to be reproduced, etc.), the format of the source material (e.g. printed or electronic text) and the requested format of the translation, the means and deadline for completion, the method of payment, other requirements and further possible data essential to the order. It is recommended that an explanation of possible technical terms and expressions, abbreviations, etc. used internally be provided for the work. Additional services can be provided on the basis of a one-off agreement. Should there be a service (master) agreement in force between **Client** and **Translation Agency**, it is sufficient to make reference to the date or number of the agreement besides giving the parameters of the requested service. Confirmation of the order qualifies as an agency agreement.

4. PERFORMANCE OF ORDER

Translation Agency is obliged to fulfil the order in accordance with the conditions stipulated in the order or contract of services, as well as (in the absence of other agreements) the requirements of these **GCC**. **Translation Agency** will fulfil the translation or interpreting order according to the best ability of its collaborators, with the expected precision, in a controlled form, by the requested deadline.

5. SERVICE FEE

The equivalent of the services is invoiced on the basis of **Translation Agency**'s valid price list or confirmed quotation. By mutual agreement, **Parties** may depart from the prices given in the list. The price or unit price thus agreed upon must be denoted in the order or the contract of services.

Should **Client** cancel his order before its completion, **Translation Agency** will invoice **Client** for the work already produced and for costs arising in connection with the partial performance.

6. SETTLEMENT

The equivalent of the service is settled against an invoice either in cash or by bank transfer. The means of payment must be clearly denoted in the order and the contract of services, well as on the invoice. In the case of transfer, the payment deadline is in general thirty calendar days, but **Parties** may depart from this by mutual agreement.

Client takes note that in case of default of payment, the **Translation Agency** has the right to charge double the current Hungarian National Bank prime rate as default interest.

7. CONFIDENTIALITY, SAFEKEEPING OF MATERIALS

Translation Agency undertakes to treat in the strictest confidence all information and data of which it has gained knowledge in connection with the order. This confidentiality obligation also extends to the **Translation Agency's** collaborators and subcontractors. All data carriers and media which have been handed over to the **Translation Agency** by the **Client** in connection with the work will be treated with confidence, and at the express request of the **Client**, these will be returned in total to the **Client** or destroyed simultaneously with the performance. In the case of materials which are particularly sensitive in terms of secrecy, **Parties** may conclude a one-off confidentiality agreement at the express request of the **Client**.

In the absence of a special agreement, the **Translation Agency** is not obliged to keep the source material provided for the purpose of translation or the translation produced following the acceptance date for the performance. If no complaint is made in connection with the work within seven calendar days of return, the order qualifies as having been fulfilled.

8. WARRANTY, REMEDY OF DISCREPANCIES, COMPENSATION

Translation Agency is obliged to perform the orders in the best possible quality by the stipulated deadline. However, no liability is accepted for deficiencies resulting from incorrect or incomprehensible wording or from withheld or false information and data (e.g. mistakes arising from failure to provide explanations for in-house terminology or abbreviations).

If the **Client** believes the completed translation to be deficient or defective, this opinion must be soundly substantiated in every case. Complaints may be filed within seven calendar days from submission of the work, or immediately following the assignment in the case of interpreting. **Translation Agency** is obliged to correct translation deficiencies which prove to be well-grounded within a reasonable deadline. If **Client** lays no claim to the remedy of discrepancies, the **Translation Agency** is released from this obligation. Should the **Translation Agency** satisfy its obligation to remedy discrepancies, **Client** is obliged to pay the full amount due for the service in accordance with the agreement, unless he has sustained demonstrable damages due to the delay in performance. In this latter case, the sum to be paid by the **Client** will be reasonably reduced by the **Parties** in proportion to the extent of the damage. In the case of troublesome discrepancies during interpreting, **Parties** may agree on a reduction of the fee to be paid.

Insignificant discrepancies will not be accepted as grounds for complaint. The following qualify as insignificant discrepancies: e.g. occasional typing errors, slight translation discrepancies which do not distort the sense in the case of non-proofread texts, or the occasional anomalous use of words which does not affect the sense, short pauses, speech which is too quiet or difficult to understand in the case of interpreting, etc. **Translation Agency** accepts no liability for damages arising from any misunderstanding of a translation or interpretation.

Translation Agency's liability for damages under any legal title is restricted to double the fee due for faultless work, which includes the costs for a possible retranslation.

9. FORCE MAJEURE

The occurrence of a force majeure event abrogates the contract between the **Translation Agency** and the **Client**. In such case **Translation Agency** is released from all liability for damages.

10. JURISDICTION, COMPETENT COURT

Hungarian law applies to these **GCC** and to all instruments derived from them (offers, contracts, orders, etc.). The city of Veszprém is understood as the place of performance and jurisdiction. For any legal dispute in connection with these **GCC** and their instruments, the **Parties** recognise the exclusive jurisdiction and competence of the Veszprém District Court.

11. FINAL PROVISIONS

In the absence of alternative agreements, the contents of the orders or the order contracts apply to the performance of the orders. **Parties** may depart from these by mutual agreement in writing. Invalidity and nullity of individual provisions of these **GCC** do not affect the validity of the whole. In such cases the invalid and/or null and void provisions are to be replaced by valid and effectual provisions which lie closest to the economic goals of the invalid provisions.

In matters which are not regulated in these **GCC**, the relevant provisions of the Hungarian Civil Code shall be applied.