



General Terms and Conditions of Services

1. SCOPE OF APPLICATION

These terms and conditions shall regulate the contractual relationship between Client and Service Provider. The submission of the confirmation of the relevant order shall imply the acceptance of any and all General Terms and Conditions by Client.

2. DEFINITIONS

The terms used in this document shall have the meaning as follows:

“Service Provider” shall mean the following company:

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|------------------------------|---|
| Trading name: | “Lexpertis Translation” |
| Company name: | Quo Vadis Services Kft. |
| Registered seat: | 1147 Budapest, Zsolnay Vilmos utca 3. 4/2., Hungary |
| Company registration number: | 01-09-187063 |
| Community tax number: | HU24874155 |
| Managing Director: | Fanni Éva SZABÓ |

“Client” shall mean any person who gives an order to Service Provider via email or in another written form, in which it undertakes to pay the agreed fee.

“General Terms and Conditions” shall mean the present terms and conditions for the provision of services.

“Target Language” shall mean the language into which the source text is translated.

“Source Language” shall mean the original language of the document to be translated.

3. SUBJECT OF SERVICE

At Client's request, Service Provider undertakes to translate and/or proofread and correct texts and/or to provide other types of language services.



4. FEE QUOTES

At Client's request (submitted personally, by post, via email or by sending the on-line form of the request for quote), Service Provider shall give a written fee quote for the services required, which shall be sent to Client via email. Service Provider shall prepare its written fee quote based on the information provided and the requests submitted by Client, as well as, on the documents made available by it.

5. MANDATE

- 5.1. The individual agreement shall be created on the basis of Client's mandate, through conferral of the mandate for translation or other service, by providing all information relating to project volumes, language combinations, fees, terms of delivery and payment, additional services, special terminology to be applied, and reference materials that are useful for the performance of the service, and by confirming without delay the acceptance of the mandate by Service Provider via email.
- 5.2. Client may confer the mandate by sending the order form on-line or by delivering (personally, by post or via email) the order form completed with the information specified in section 5.1 and duly signed.
- 5.3. Upon conferring the mandate, Client shall be required to indicate the purpose for which the translation is destined; this in order to perform the service according to Client's effective needs.
- 5.4. Service Provider shall be entitled to have early sight of the text to be translated and access to the documentation on the given argument that is in possession of Client, and hereby reserves the right not to accept the mandate if Service Provider, in its sole discretion, deems not to have the expertise or capability to perform the service, which decision may not be overridden. The source text shall be made available to Service Provider in a complete and legible form.
- 5.5. The volume of the project shall be determined based on the calculation carried out by the program used depending on the format of the text to be translated.

6. INVOLVING THIRD PARTIES IN THE PERFORMANCE

Unless the parties have expressly agreed otherwise, Service Provider shall be authorized to cause the mandate to be performed by a third party, whilst remaining fully liable for confidentiality and the smooth performance of the mandate. Service Provider shall be required to impose professional secrecy on such third party. Direct contacts between Client and such third party shall be subject to Service Provider's consent.



7. TERMS OF DELIVERY

- 7.1. If the parties do not agree on any term for delivery of the final material, it shall be delivered within the time required to perform the service in a workmanlike manner.
- 7.2. Delivery deadlines or times shall be specified in writing. The delivery deadlines agreed between the parties shall be binding and will be calculated on the basis of working days; may be derogated upon written agreement by the parties and shall only relate to the material delivered upon acceptance of the mandate and any subsequent additions accepted in writing.
- 7.3. The agreed deadline may be postponed unless it has been explicitly agreed in writing otherwise.
- 7.4. Service Provider shall have the obligation to comply with the deadlines for translation and carry out the translation to the best of its knowledge and abilities. As soon as Service Provider finds to be unable to make delivery on time, it shall immediately inform Client thereof.
- 7.5. If the final material is not delivered within the agreed period, the parties shall agree on a further reasonable deadline only following the expiry of which Service Provider shall be considered to be late and therefore defaulting and in such case Client shall be entitled to terminate the agreement.
- 7.6. The delivery deadlines shall start on the date when the materials to be translated are received by Service Provider and the performance of the required payments is proven.
- 7.7. Client undertakes to make all materials and information available to Service Provider that are necessary for carrying out the translation work by the deadline specified in the mandate.
- 7.8. The entire source material must be easily legible and delivered to Service Provider in the formats and times agreed by the parties.
- 7.9. Service Provider shall not liable for any late performances due to failed, incorrect or late delivery of the source material.
- 7.10. Any parts of the text that are not to be translated shall be indicated clearly. In the absence of such instructions, Service Provider shall provide for the translation of the whole text.
- 7.11. Service Provider shall provide the service according to its own quality standard procedures and undertakes to carry out the translation of special terms in accordance with their conventional meanings or the dictionaries/glossaries in its possession or supplied to it by Client. Where possible, technical texts must be accompanied by reference documents provided by Client and/or drawings or images that allow for a better understanding of the same, in addition to be supported by technical glossaries supplied by Client or texts translated earlier by Client. Service Provider shall not be liable for general translations of technical and special terminology, disputed by Client, if Client did not provide Service Provider with precise written instructions regarding the translation of these terms during the assessment of the work to be performed.
- 7.12. In any case, Service Provider shall not be held liable for translations which are stylistically unsatisfactory according to Client's evaluation criteria if those are based on views that are entirely questionable and subjective.



7.13. Unless expressly provided otherwise by Client in writing, the final and other documents shall be sent via email. The translated document shall be delivered to Client in an electronic format. Different formats shall be specified in the mandate letter.

7.14. Delivery via email shall be deemed to have taken place when the relevant medium confirmed sending. If Client requires delivery by post or courier to its own registered seat, the costs of such service shall be borne by Client.

8. FEES

8.1. The basic unit for the calculation of translation fees shall be the number of characters (including spaces) of the source text. However, this shall be without prejudice to the Parties' right to expressly stipulate, in writing, flat rates, fees according to the number of words of the source text or the target text, or according to the number of lines, or based on any other calculation criteria.

8.2. With respect to documents that are only available originally on paper or in non-editable formats, the final calculation may be different from the quote, since in such case only a preliminary estimate of the number of characters or other calculation units will be carried out by Service Provider.

8.3. The minimum invoiced fee shall always correspond to 1,500 characters (including spaces), unless otherwise agreed by the Parties.

8.4. Prices indicated for translation services shall be understood as relating to the text only and shall not include any graphic interventions. Any text editing, layout, formatting or delivery on any special medium will be charged separately.

8.5. Any special requirements or additional services shall be calculated separately from translation fees.

8.6. If the mandate is urgent, requiring overtime, night or weekend work, an additional percentage up to 100 per cent. of the agreed fee shall be due to Service Provider. Any discounts may be agreed with Service Provider and be valid only for a single project, except if otherwise agreed between Service Provider and Client under a separate agreement.

8.7. Translation from a foreign language into another foreign language will result in a price increase to be agreed with Service Provider.

8.8. Translation services consisting of pure professional translation, lists of character strings, single words, terminology databases, formatting, summaries with translation, transcription from tape, etc. shall be carried out under the conditions agreed with Service Provider.

8.9. Draft revisions shall be calculated on the basis of time spent.

8.10. Prices shall not include VAT.

8.11. Any incidental charges such as telephone, postage and courier, etc. shall be borne by Client.

9. TERMS OF PAYMENT

9.1. Payment of the agreed fee shall be performed upon receipt of the relevant pro forma invoice, invoice or equivalent and no later than as of the delivery date, by bank transfer to the bank account specified by Service Provider, via PayPal, postal money order, credit card or debit card through the website of



Service Provider, or in cash. After the expiry of such deadline a default interest shall be applied, corresponding to

9.1.1. the base rate set by the National Bank of Hungary and applicable as of the first calendar day of the semester concerned, in respect of natural persons;

9.1.2. the base rate set by the National Bank of Hungary – or, in case of foreign currencies, the base rate set by the central bank issuing the relevant currency - and applicable as of the first calendar day of the semester concerned, increased by 8 percentage points, in respect of Clients other than those specified in the preceding paragraph.

9.2. For jobs having significant volumes or requiring a long-term commitment, payment by instalment may be established under mutual agreement with Client. Service Provider shall be entitled to require the payment of an advance based on the value of the translation in order to make sure that the mandate is serious.

9.3. In case of failure to pay even a single invoice, Service Provider reserves the right to require Client to also settle immediately any and all additional invoices the payment deadline of which has not expired yet and reserves the right to discontinue orders in progress if Client fails to settle any invoice relating to works already completed.

9.4. All judicial and extrajudicial collection costs - including attorney fees, bailiff and debt recovery office fees - shall be borne by Client.

10. DEFECTIVE PERFORMANCE

10.1. If there is a latent defect, any complaints in relation to the translation or any activities performed by Service Provider shall be made within three working days following delivery, under penalty of loss of such right.

10.2. Any translation errors may be reported by Client in writing. All complaints shall be accompanied by the original documents and the disputed translations and include a detailed list commented by Client in respect of each disputed translation provided. After the expiry of such deadline and if the complaint is not accompanied by any clarificatory comments, the translation realised by Service Provider shall be deemed correct.

10.3. The only obligation of Service Provider in relation to the errors reported before the expiry of such deadline shall be the correction of the translation within reasonable times, free of charge, or if, reasonably, Service Provider cannot perform the correction, it shall give a fee discount.

10.4. Service Provider shall provide for the correction of the following errors free of charge: entirely incorrect translation, omission, typing error, grammatical error, non-compliance with any glossaries approved. The Parties hereby exclude the possibility of objection to the style of the translation, and to the use of professional terminology, if the latter is not supported by any appropriate terminology references approved by Client, clarifications, reference materials (images, explanatory texts, guides, etc.) or any other information regarding the purpose of the document that can help to avoid mistranslation. In any case, errors in a part of the translation shall not question the quality of the whole document translated.

10.5. The submission of any complaint shall not exempt Client from its payment obligation.



10.6. Following expiry of such deadline, Service Provider shall be exempted from all liability for errors known or recognizable with due care.

11. LIABILITY

11.1. Service Provider shall remain directly liable towards Client only in respect of the translation activity performed by it.

11.2. In any case, Service Provider's liability for the service performed by it shall be limited to the consideration received from Client for the provision of the relevant service, to the extent permitted by the Hungarian Civil Code.

11.3. Service Provider shall not be liable for any return, loss of or any damage to the source material due to facts, which may not be attributed to it. If unique or valuable materials are handed over to Service Provider, Client shall conclude an insurance policy to cover any and all damage arising from loss or partial or whole destruction of such materials, and by doing so, exempting Service Provider from all liability and regressive claims.

11.4. Service Provider shall not assume any liability for any damage caused by erroneous or hardly understandable wording of the mandate, or for errors and deficiencies in the source text.

11.5. Service Provider shall not assume any liability for the final material amended by Client after delivery, unless such amendments were subject to final control by Service Provider.

11.6. Service Provider shall not be liable for any loss or any damage to the work performed due to interruptions or anomalies in the functioning of postal services or telecommunications, or in case of force majeure.

11.7. Service Provider shall not be liable for late delivery in case of illness, technical difficulties or force majeure.

11.8. Except for wilful misconduct or serious negligence, Service Provider shall not assume any liability for any kind of damage, whether direct or indirect, complained by Client or any third party, or for claims raised by any third party against Client, irrespective of their subject, method of the action or the fact whether such damage is contractual or not, whether it was foreseen by Service Provider, and regardless of the provisions of offers and relating documents.

12. FORCE MAJEURE

In case of force majeure regulated by law, the agreement between the Parties shall be deemed terminated without any obligation of indemnification upon written request of any Party.

13. REPRESENTATIONS AND WARRANTIES

13.1. Service Provider represents and warrants that the services offered are carried out in a workmanlike manner, by internal and external staff with proven qualification and professional experience and placed under continuous control in each phase of the process of provision of services.

13.2. Client represents and warrants that (a) the source material is its own property, or it is at its free disposal, and (b) translation, disclosure, distribution, sale or other use of the source material does not prejudice any copyrights, trademark protection, patents or any other third-party rights.



14. INDEMNIFICATION

Client shall indemnify and keep harmless Service Provider against any losses, damages, costs or legal action regarding the (a) violation by Client of its representations and warranties contractually assumed; (b) any claims for damages for the violation of any copyrights, trademarks, patents or other rights by the final material.

15. RIGHT OF WITHDRAWAL

- 15.1. Unless otherwise agreed in writing, Client shall be entitled to withdraw from the agreement for any reason by a consideration for withdrawal corresponding to 20 per cent of the total agreed price. Such right of withdrawal may only be exercised in writing.
- 15.2. If Service Provider has already completed the service either partially or entirely, Client shall pay the consideration agreed to the extent of the work effectively carried out and the expenses incurred by Service Provider in relation to the service.
- 15.3. If Client is in default, Service Provider shall have the right to terminate the agreement, and Client shall be required to pay the agreed consideration for the services completed by the termination of the agreement and for all ongoing activities, as well as, the expenses incurred in relation to the execution of the service and any damage suffered by Service Provider.
- 15.4. If the agreement is terminated, Service Provider shall be required to return to Client the full source material and all the data made available to it, together with all translated materials existing as of the date of the termination of the agreement.
- 15.5. Service Provider shall be entitled to retain the source and the target material as a guarantee of payment by Client of the full amount due.
- 15.6. It is also understood that Service Provider shall be entitled to withdraw from the agreement in case of request for translation of texts, which in its sole opinion, have or may have defamatory or illegal nature.

16. CONFIDENTIALITY

- 16.1. The Parties shall be required to observe strict confidentiality in respect of facts, information, knowledge and documents, which they have become aware of, or, which have been disclosed to it by the other Party, by virtue of this agreement.
- 16.2. Without the prior written consent of Client, Service Provider may not disclose to the public or make known to third parties such information, except for collaborators authorised by Service Provider, whose operational or consulting activity requires the knowledge of such information.
- 16.3. The warranties set forth in the preceding articles shall not apply where Service Provider is obliged by law to disclose such information, or if such information is or becomes public domain regardless of the disclosure of the same by Service Provider.
- 16.4. By signing the order form, Client agrees to the use of the translation output by Service Provider as a reference, subject to the strictest observation of confidentiality and copyrights.
- 16.5. The copy of the documentation provided by Client to Service Provider will be retained at the end of the mandate only for purpose of preserving it for files. Translated texts will be archived electronically and



stored by Service Provider for the period required by law. After such period, Service Provider may no longer guarantee the traceability of the same.

17. PROCESSING OF PERSONAL DATA

- 17.1. Client agrees that Service Provider processes its personal data in order to perform the services under this agreement. The processing of personal data shall be carried out to the highest standards of confidentiality and safety. Such data will only be disclosed to third parties if required in order to comply with statutory obligations, to respect orders coming from public authorities, or to exercise a right in court.
- 17.2. Service Provider, being entitled to carry out the processing of personal data, shall collect the data supplied to it, according to this agreement, by ordinary, computer and telematic tools, on its premises, in a manner, which guarantees confidentiality and safety of such data, and through measures that prevent persons unauthorised to process data from accessing the same.
- 17.3. Client is hereby informed that Service Provider shall process its personal data in order to perform the service.
- 17.4. Client is hereby informed that it shall be entitled to be aware of the existence of processing personal data, which may concern it, to be informed about the purposes of treatment and the destination of the data, as well as, to obtain confirmation of the data concerning it, to the cancellation, transformation or blocking processed in violation of the law, to the updating, rectification and integration of the data, to object to data processing for legitimate reasons, or if data processing is effectuated for the purpose of commercial information, sending of advertising materials or for sales.
- 17.5. The provision of personal data is always optional, however, in the absence of such data, the service constituting the subject of this agreement cannot be performed.

18. RETENTION OF TITLE

- 18.1. All rights relating to the content and services of Service Provider shall be reserved by Service Provider.
- 18.2. If the translated material is published, Client shall indicate the name of Service Provider on the material published.
- 18.3. Any glossaries and/or translation memories generated by Service Provider to perform the services requested by Client shall remain the exclusive property of Service Provider and be subject to and governed by the rules on copyright and intellectual property.
- 18.4. Should a dispute arise against Service Provider, due to a translation, regarding the infringement of any existing copyright, or if any indemnification is requested by a third party, Client shall hold harmless Service Provider from all liability.

19. EFFECTIVENESS OF THE AGREEMENT

- 19.1. The Parties shall only be bound by provisions established by the conferral of the individual mandate and the approval of these General Terms and Conditions.
- 19.2. Any amendments proposed to the mandate by Client, subsequently to the conclusion of the agreement, shall be expressly approved by Service Provider and may involve the modification of the terms of performance of the service and the agreed consideration.



20. LANGUAGE VERSIONS AND INTERPRETATION

- 20.1. These General Terms and Conditions were drafted in two languages including English and Hungarian.
- 20.2. In case of any dispute regarding the interpretation of these General Terms and Conditions, the original text in the Hungarian language shall prevail.

21. GOVERNING LAW AND ARBITRATION

- 21.1. The Parties agree that the agreement between Service Provider and Client shall be governed by the provisions of the Hungarian Civil Code, except if otherwise provided under these General Terms and conditions and/or if the Parties specifically agreed otherwise in writing.
- 21.2. The contractual relationship and other business relations between Client and Service Provider shall only be governed by the Hungarian law, and the Parties hereby exclude the application of international trade law. The court having jurisdiction in respect of the Parties, to the extent permitted by law, shall be the Budapest District IV and XV Court in Hungary.

Budapest, 1 February 2018