

FORDÍTÓK IRODÁJA KFT

GENERAL TERMS AND CONDITIONS

based on the recommendations of the Association of Hungarian Translation Companies

Unless otherwise specifically agreed the Translation Agency (hereinafter: **Agency**) shall only accept order from the **Client** for translation services with the following terms and conditions.

1 SCOPE AND NATURE OF SERVICES

- 1.1 The service provided – shall be oral or written translation. Written translation shall mean all services the result of which is the translation of the source language text received in electronic or printed form into the target language in electronic or printed form. Oral translation (interpretation) shall mean all services the result of which is the translation of the source language text spoken orally into the target language directly or through electronic media. In the course of this work the translation can be recorded either electronically (e.g. voice recording), or mechanically (e.g. in shorthand) to which the provisions of point 7.3 shall apply.
- 1.2 Unless otherwise agreed the following terms and conditions shall apply to the services.
- 1.3 The **Agency** may stipulate that the **Client** specify the purpose of translation in its order. They can be any of the following:
 - 1.3.1 for information only,
 - 1.3.2 for publication, for any other sort of publishing or for promotion,
 - 1.3.3 for legal use, e.g. patent and/or other procedures,
 - 1.3.4 any other purposes which the translator need to be aware of, or
 - 1.3.5 in case of oral translation the nature of the service. All services are of consecutive nature where the text in target language is delivered after the source language text block (which can be one or more sentences) and where there is direct contact between the speaker of the source language text and the audience and the person doing the translation. All services are regarded of simultaneous or synchronous nature, where the target language text is practically delivered simultaneously with the source language text, and where there is no direct contact between the speaker of the source language text and the audience and the person doing the translation.
- 1.4 If the **Client** decides to use the translation for any other purpose than specified in the order, the resulting damages or consequences shall be borne by the **Client**.
- 1.5 In case the purpose of the translation was not communicated to the **Agency** – despite its related request – the **Agency** shall prepare the translation to the best of its knowledge as if the **Client** ordered a translation only for information as specified in point 1.3.1.
- 1.6 The **Agency** shall not take responsibility for the translation of specific terminology that is not yet accepted in public usage, unless the Client has previously provided the required terminology to the **Agency** when placing the order.
- 1.7 Based on preliminary agreement with the **Agency** the **Client** may stipulate in the order the processing of the translation with a specific computer word processing system and its

delivery in printed form and also on data carrier, as well as its archiving on data carrier by the **Agency** for making possible the future modifications of the translation.

2 FEE

- 2.1 The prices of the translation services are determined by the prevailing price list of the **Agency** or by the quotation given for a specific job. In the determination of the quantity of written translation the character number of the source language text is regarded as basic unit. The **Agency** has the right to determine a minimum fee. When determining the amount of oral translations the basic unit is the time spent on the fulfillment of the order, including but not exclusively the amount of time spent on travel to the site, on breaks and on eating, if the assignment is executed in the countryside or on abroad.
- 2.2 The quote given in written or electronic form is valid for 1 week from the issue date.
- 2.3 In case the **Client** does not inform the **Agency** about the nature of the oral translation and does not make auxiliary material available to the **Agency** or in case of written translation it does not make the document available to the **Agency** when requesting a quote, the **Agency** shall only give preliminary quote, what shall either be confirmed or a new, final quote shall be offered after receiving the order, or after knowing the said auxiliary material, or the nature of oral translation or the document to be translated. The work will only commence after the acknowledgement of the final quote.
- 2.4 For the proofreading of translations made by outside translators, or for the qualification of oral translations the **Agency** may charge the fee of a corresponding type of translation.
- 2.5 In case of written translation the **Client** may request the modification of the already completed and delivered translation. If the changes made compared to the previous version are not marked well visibly in the text, the **Agency** is entitled to charge the price of the proofreading to the **Client** and if the text was archived on data carrier with its own means it is entitled to charge the fee of archiving. If the **Client** gives order only for the making of changes and these changes are marked well visibly in the document, the **Agency** shall only translate the marked sections and shall invoice to the **Client** the translated sections or other related expenses.

3 COMPLETION OF ORDER

- 3.1 If the day (hour) of delivery is an essential element of the order accepted by the **Agency**, this shall be indicated in the order to the **Client**.
- 3.2 The delivery date can only be met by the **Agency** on the condition that it receives all documents with the order. If this condition is not met in due time, the delivery date will be extended accordingly.
- 3.3 The **Client** has the right to cancel the order owing to delay only if this was specifically stipulated in the contract. The delay of the **Client** defaults the delay of the **Agency**. In case of lawful waiver the **Agency** may only claim the reimbursement of its reasonable costs.
- 3.4 In the case when the **Agency** has not commenced work on the translation at a time when the **Client** cancels the order on that translation, the **Agency** shall be entitled to 20% of the net translation fee for the cancellation.
- 3.5 Unless otherwise agreed by the contracting Parties the place of delivery is the office of

the **Agency**. Delivery by post shall be at the cost of the **Agency**, in return receipt mail. In this case the **Client** shall take the risk of the loss or damage of the mail. If the translation is to be delivered by telefax for the request of the **Client**, the **Agency** does not take responsibility for possible text distortions due to the quality of telefax line. The **Client** is also not held responsible for the possible damage of translations delivered electronically (e.g. by e-mail) and for their arrival to the **Client** in time.

3.6 The **Client** may take over the translation at the Translation Agency. If in spite of the written notice of the Agency, the **Client** does not take over the translation, the **Agency** may terminate the contract and may claim the reimbursement of its damages and costs. The **Agency** shall keep the document to be translated and translation that was not picked up until 30 days after the delivery time. After this time the **Agency** cannot be held responsible for the materials and documents.

4 FORCE MAJEURE

A force majeure (inevitable external cause) terminates the agreement between the **Agency** and the **Client**. The **Agency** may claim the reimbursement of its incurred costs or the proportional price of its partial performance.

5 WARRANTY

5.1 The **Agency** shall prepare the translation of the text to the target language in good quality rendered to fulfill its purpose aptly. The **Agency** shall not be obligated to translate the particular terminology found in the document (see point 1.7). Any complaint in connection with the quality of translation shall be submitted in case of written translation within 7 days from the receipt of the translation, and in case of oral translation within 3 days directly after the fulfillment of the assignment. The same time period is available for the announcement of possible damage claim against the **Agency**. The possible translation defects shall be justified by the **Client**. Warranty claims cannot be enforced after more than six months from completion.

5.2 In case of written translation opportunity and sufficient time shall be allowed for the **Agency** by **Client** for the correction of the actual errors of the translation. Should this be refused by the **Client** or a third person will be engaged for the elimination of defects, the **Agency** shall be exempted from the obligation to correct errors. If during the time provided the **Agency** makes the correction of defects, the **Client** shall pay the full amount of the **Agency**'s invoice.

In case of oral translation the **Client** is obliged to support its complaint about the deficiencies of the translation with three concordant and unbiased opinions with names. In the absence thereof, the **Client** shall pay the full amount of the **Agency**'s invoice.

5.3 If the **Agency** does not rectify the faults during the extension of deadline, the **Client** may request the reduction of remuneration. In the case of negligible error the **Client** is not entitled to waiving. The error is regarded negligible, if misleading translation error cannot be detected in the text.

5.4 The claims for correction of errors do not entitle the **Client** to withhold the payments confirmed by the agreement.

5.5 In the case of translations that are published by printing or in other way the increased

responsibility of the **Agency** only exists in connection with the potential translation failures, if the **Client** has acted pursuant to point 1.3.2, and if the **Agency** was able to check the proofs or to make author's correction in other way. In this case the **Agency** may charge special fee for the proofreading.

- 5.6 In connection with written translation of poorly legible (handwritten or blurred) or poorly comprehensible documents, no warranty claims may be effectuated.

In case of oral translation no warranty claim can be enforced for the translation of source language texts pronounced in special dialects, or at a speed exceeding the normal speech rate, or transmitted in bad technical conditions (reducing by more than 30% of the frequency range of the perception of human ear, or otherwise strongly restricting the usability of the equipment) or which cannot be interpreted even in the source language.
- 5.7 The text is hardly writable, if it is full of tables and mostly contains formulas and indexes, or if another alphabet (e.g. Latin or Cyrillic) should be used during the writing of the text.
- 5.8 Corrections (modifications) related to stylistic presentation and particular terminology (in particular industry- or profession-specific, or specially used by the **Client** in its company), shall not be considered translation errors, except if the Client provided a related glossary to the **Agency** at the time of placing its order.
- 5.9 The **Agency** does not take any responsibility for the transcription of names and titles not from and to Latin letters. In such cases it is advisable that the **Client** give the transcription of the names and specific nominations with Latin capital letters on a separate sheet.
- 5.10 The **Agency** does not take any responsibility for the incompatibility with the Client's information technological devices of translations prepared by word processing tool pre-specified in the order or not specified in the order and also delivered on data carrier. On the order of the **Client** the Agency shall make archiving on data carrier with the greatest possible care, but in every case will refuse the **Client's** claim for indemnification due to loss of data.
- 5.11 If the **Client** orders the translation with urgency, it necessarily does not contain the performance of high quality checking activity, being a normal routine at the **Client**. In this case the **Agency** does not take any responsibility whatsoever for the inaccuracies of the translation, although the translation job is treated in this case, too with the greatest possible care and attention.
- 5.12 The reproduction of numbers is based on the manuscript. The **Agency** does not take any responsibility for recalculation of numbers, dimension, and currencies and so on.
- 5.13 The **Agency** shall make the translation with due care, but cannot be obliged to meet the **Client's** subjective expectations.
- 5.14 The **Agency** shall not take any responsibility for translation errors due to mistakes, omissions, ambiguities of the text sent for translation and for errors due to the fact that the text cannot be interpreted even on the source language.
- 5.15 The manuscripts, original documents supplied by the **Client** to the **Agency** in printed or electronic forms and others shall be returned to the **Client** when delivering the translation, except for the cases, when the **Client** allows for the archiving of the original documents by the **Agency**.

5.16 The **Agency** covenants to oblige all persons who shall get an insight into the documents to be translated and into the translations for keeping the content of the translations confidential.

6 INDEMNITY

The **Agency** shall be held responsible for the damages caused to the **Client** with the translation according to the provisions of the Civil Law. The **Agency** shall not be obliged to indemnify that part of the damage that was caused by the **Client's** behaviour. The **Agency** can only be held responsible for lost profit if its direct causal link with the translation can be clearly proved.

7 PAYMENT

7.1 Unless otherwise agreed by the Contracting Parties the payment is made by bank transfer. The **Agency** is entitled to request partial payment.
The payment term – irrespective of the day of taking over the translation – is 8 working days from the invoice issue.

7.2 In case of payment delay, the **Agency** may suspend the fulfillment of a new assignment.

7.3 The services provided by the **Agency** are regarded intellectual property. Until the full payment of the invoice the **Agency** shall maintain its right for the use of its intellectual property. Only after the full payment of the invoice may the right be considered granted for the use of that property.

7.4 In the case of payment delay the **Client** shall also pay the valid default interest.

7.5 In the case of payment delay of the **Client**, the **Agency** reserves the right to suspend the work on other assignments already received from the **Client** until payment has been made on the completed assignment. This stipulation is also applicable to orders of the **Client** for which a delivery deadline has already been set and agreed upon by the Parties (see point 3.1.).

8 SETTLEMENT OF DISPUTES, JURISDICTION

8.1 The Parties shall make all efforts to settle any disputes that may arise between them in an amicable way. In case such efforts fail, the Parties shall call upon the Association of Hungarian Translation Companies for conciliation and for the judgment of the quality of service.

8.2 The costs of the impartial committee appointed by the Association will be covered by that Party the behaviour of which has given grounds for the invitation of the committee. The committee may be called upon as an arbitration court, if the Parties oblige themselves to accept the decision of the Association's committee as mandatory for them.

8.2 If any disputes arise in connection with the contractual relationship between the Parties, they stipulate the exclusive jurisdiction of the competent court of the location where the office of the **Agency** is registered.

9 OBLIGATIONS ENTAILED BY THE AGREEMENT

9.1 The Contracting Parties allow each other to use the other party as reference.

9.2 Cancellation of any of the points of the Agreement shall not affect the validity of the other points.