



GENERAL TERMS AND CONDITIONS OF SERVICES /GTCS/

Version 2 as at 17 August 2017

§ 1. GENERAL PROVISIONS

1.1. BWO ProfTranslations, hereinafter referred to as the "**Contractor**" or the "**Bureau**", provides written non-sworn translation services from English into Polish and from Polish into English (hereinafter referred to as the "**Translation**") to entrepreneurs and legal entities (hereinafter referred to as the "**Orderer**") under the terms of this document, i.e. General Terms and Conditions of Services (hereinafter referred to as the "**GTCS**") and in accordance with the Translation Order submitted by the Orderer (hereinafter referred to as the "**TO**").

1.2. The Orderer confirms that when deciding to use the services provided by the Contractor, accepts in full and without reservation the provisions of these GTCS which define the rights and obligations of the Parties to the contract for performing the Translation ordered.

1.3. The price, mode and deadline for completion of the TO shall be presented by the Contractor to the Orderer in the Translation Free Pricing (hereinafter referred to as the "**TFP**") based on the Translation Free Pricing Form (hereinafter referred to as the "**TFPF**") formerly submitted by the Orderer to the Contractor.

1.4. The TO requires acceptance confirmation by the Contractor in the document called Confirmation of Order Acceptance for Execution (hereinafter referred to as the "**COAE**"). Conclusion of the translation contract occurs when the COAE is delivered by the Contractor to the Orderer upon acknowledgment of its receipt.

1.5. Correspondence between the Orderer and the Contractor shall be made by electronic mail.

1.6. The Contractor has been registered as VAT EU payer, hence VAT invoices shall be issued to the European Union Orderers.

§ 2. TRANSLATION PRICING AND PRINCIPLES OF PLACING ORDERS

2.1. TRANSLATION PRICING: TFPF and TFP

A. The Orderer shall forward the Contractor the TFPF along with the text to be translated in Word file to price it. Translations of non-editable files shall be subject to individual pricing.

B. Upon receipt of the text, the Contractor shall make the Translation pricing. Due to the fact that the final cost of the Translation shall be calculated based on the number of words in the final translated text, the pricing contained in the TFP is only of indicative nature and any hypothetical claims from the Orderer to the Contractor cannot be based on it. However, the final price for Translation should not differ from the estimated price contained in the TFP by more than 20%.

C. In case if the Orderer and the Contractor agree that the TFP has been made on the basis of individually negotiated rates per word, then the price shown in the TFP shall be the final price for the Translation.

D. In case if the Orderer wants the Contractor to use the Orderer's preferred specialist terms or special instructions with regard to the Translation, the Orderer should forward them together with the TFPF to the Contractor. Besides, the Orderer should enable the Contractor to consult professional vocabulary with a representative indicated by the Orderer.

E. The Contractor shall forward the Orderer the TFP containing a free pricing, together with the TO in a Word file.



F. On working days (Monday to Friday, excluding public holidays), the Contractor shall carry out pricing and forward the TFP to the Orderer on the same day if the TFPF has been sent to the Contractor by 3:00 PM UTC+01:00. In case of the TFPF forwarded after 3:00 PM UTC+01:00, the TFP will be forwarded back on the nearest working day. In case of the TFP forwarded on public holidays and on Saturdays, the TFP will be forwarded back on the nearest working day, unless otherwise agreed by the Parties.

2.2. TRANSLATION ORDER: TO and CAO

A. The Orderer shall submit the TO to the Contractor based on the details given in the TFP by the Contractor. TO should be submitted in a PDF file, official seal of the Orderer should be affixed to it and the TO should be signed by a person authorized to represent the Orderer.

B. The Contractor reserves itself the right to refuse execution of the submitted TO in case if the documents submitted by the Orderer do not correspond to the content of the TFPF and TO as well as when they contain vulgar, infringing content or create suspicion of infringement of the rights or interests of the third persons. With regard to the possible refusal to accept the TO, together with justification, the Orderer shall be informed by the Contractor.

§ 3. ORDER EXECUTION

3.1. Translations shall be performed in the following modes:

- A.** Standard - up to 1000 words per day,
- B.** Urgent - from 1200 to 1999 words per day,
- C.** Express - 2000 to 3999 words per day,
- D.** Translations including over 4000 words per day shall require individual pricing.

3.2. Minimum deadline for Standard Translation completion shall be 2 (two) working days.

3.3. Deadline for Translation completion shall be calculated from the date of forwarding the TO to the Contractor before 9:00 AM UTC+01:00. In case of forwarding the TO after 9:00 AM UTC+01:00, the deadline for Translation completion shall be calculated from the next working day, unless the Parties agree otherwise.

3.4. The deadline for Translation completion shall not include Saturdays and public holidays.

3.5. Translation made for the Orderer not involved with the Contractor in a Long-Term Cooperation Agreement:

- A.** Upon completion of the Translation, the Contractor shall inform the Orderer about this fact and send the invoice for the Translation to the Email address provided by the Orderer.
- B.** As soon as the Orderer has paid the price in accordance with Clause 4.9 of the GTCS, the Translation shall be forwarded to the Orderer in the form of an electronic file to the Email address provided by the Orderer.

3.6. Translation made for the Orderer involved with the Contractor in a Long-Term Cooperation Agreement:

- A.** Upon completion of the Translation, the Contractor shall inform the Orderer about this fact and send the invoice for the Translation to the Email address provided by the Orderer.
- B.** Translation shall be forwarded to the Orderer in the form of an electronic file to the Email address provided by the Orderer, after 2:00 PM UTC+01:00 on the Translation deadline date agreed by the Contractor and the Orderer, unless otherwise agreed by the Parties.
- C.** The Orderer shall pay the price in accordance with Clause 4.10 of the GTCS.

3.7. All the translated materials shall be kept and archived by the Bureau for a period of 5 years from the date of the Translation completion.

3.8. The Orderer agrees to place its name and logo in the Bureau's marketing materials.

3.9. In case of entering into an agreement with the Bureau, the Orderer shall not undertake any actions that would violate the Bureau's good reputation.



§ 4. PRICE AND PAYMENT CONDITIONS

4.1. The Orderer shall pay the price for the Translation determined in accordance with the Price List (hereinafter referred to as the "**Price List**") being an attachment to the TFPF. The price shall be included in the TFP, forwarded by the Contractor to the Orderer. Then, the Orderer shall submit the TO, based on the TFP and the Contractor shall forward back the COAE to the Orderer.

4.2. A number of words in the Translation referred to in Clause 3.1. shall be the basis for calculation of the Translation cost.

4.3. Extras added to the basic price:

A. Urgent mode: basic price + 25%

B. Express mode: basic price + 50%

C. Super Express mode: individual pricing

D. If the text submitted by the Orderer to the Contractor is difficult to read (poor print quality, manuscript), the Contractor shall present in the TFP the increased price for the Translation performance, for the acceptance of the Orderer.

E. The price for Translation of tables, graphics and drawings shall be priced individually.

F. Short texts (ads, slogans, labels, etc.) shall be priced individually /lump sum/.

4.4. The price to pay shall be calculated on the basis of the number of pages of the Translation resulting from the number of words per page referred to in Clause 3.1. and Clause 4.3.

4.5. A number of the Translation pages shall be rounded up to a full page.

4.6. The minimum price for the Translation is equal to the price of one page of the translated text.

4.7. If the Orderer submits the TO including more than 5 pages at one time, an advance payment equal to 30% of the estimated price for the Translation shall be transferred to the bank account of the Contractor, indicated in the CAOAE.

4.8. The Bureau shall issue an invoice to the Orderer after every completed TO. The Orderer grants its consent for receiving electronic invoices issued by the Bureau. Electronic invoices shall be sent to the Email address provided by the Orderer. The Orderer authorizes the Bureau to issue invoices without the Orderer's signature.

4.9. As a rule, payment for the Translation should be made by the Orderer by bank transfer, based on the invoice issued by the Bureau to the bank account specified in the invoice, prior to forwarding the Translation to the Orderer. The Parties recognize the date of acceptance of the bank account of the Contractor as the date of payment.

4.10. In case of Translation made for the Orderer involved with the Contractor in a Long-Term Cooperation Agreement, the payment should be made by the Orderer by bank transfer, based on the invoice issued by the Bureau to the bank account specified in the invoice within 7 days from the date of issue. The Parties recognize the date of acceptance of the bank account of the Contractor as the date of payment.

4.11. The Orderer also agrees to send to corrective and duplicate invoices in electronic form issued by the Bureau to the Email address provided to the Orderer.

§ 5. COPYRIGHT

Once the whole price has been paid for the Translation, the Orderer acquires the copyright of the completed Translation in the following fields of exploitation:

A. text recording with any technique;

B. multiplication of the Translation, including printing, magnetic, electromagnetic and digital recording techniques;



- C. inserting Translation into computer memory;
- D. introducing Translation or its copies on the market;
- E. renting, leasing or loaning the Translation or its copies;
- F. public displaying, replaying, broadcasting and re-broadcasting the Translation.

§ 6. CONFIDENTIALITY

6.1. It is understood that the term "**Confidential Information**" means any publicly non-available and confidential information of the Orderer 's enterprise: materials, documents or information provided to the Contractor by the Orderer in connection to the cooperation between the Parties, irrespective of the form of their transmission.

6.2. The Contractor undertakes to keep confidential any Confidential Information during the term of the Agreement between the Parties and for 5 years after its termination or expiration, regardless of the cause of such termination or expiration.

6.3. The Contractor undertakes to protect Confidential Information with due diligence in this regard, by ensuring adequate protection against unauthorized disclosure, copying or use of the Confidential Information as well as against their loss, theft, or damage. The Contractor is entitled to transmit Confidential Information to persons with whom he cooperates to the extent necessary to perform the Orderer's Translation.

6.4. Obligation to keep secret Confidential Information, referred to in Clause 6.2 is not applicable to:

- A. information subject to disclosure by law;
- B. information commonly known without prejudice to the obligation to preserve the confidentiality of Confidential Information;
- C. Information which are allowed to be disclosed based on the Orderer's written consent .

6.5. In case if pursuant to generally applicable laws, the Contractor is obliged to make available any Confidential Information to the state authority or authorized services, the Contractor shall immediately inform the Orderer about this fact.

§ 7. COMPLAINTS AND DEROGATIONS FROM THE TRANSLATION ORDER

7.1. Any comments regarding the Translation performed, should be submitted in writing by the Orderer to the Contractor within 7 days from the Translation delivery date. Complaints shall be accepted only after completing the Complaint Form (hereinafter referred to as the "**CF**") and after giving all the details necessary for their consideration. No comments from the Orderer within 7 days from the Translation delivery date by the Contractor, means acceptance of the Translation without reservation. Any subsequent complaints shall not be taken by the Contractor. Complaints may only be made for defects resulting from the fault of the person performing the Translation. In case of a justified complaint, the Translation shall be forwarded to the Contractor once more, to implement any necessary corrections.

7.2. Complaints are not subject to:

- A. any changes to the completed Translation implemented by the Orderer which have been inconsistent with earlier agreements between the Orderer and the Contractor;
- B. any changes to the completed Translation implemented by the Orderer which contain substantive or linguistic errors;
- C. any changes to the completed Translation implemented by the Orderer consisting in modifying the meaning of the source text (adding or removing text fragments, own interpretation of the source text, adapting the source text to the peculiarity of the Polish market or the marketing policy of the Orderer);
- D. the Orderer's demand to a complete change of the source text style (eg. written in difficult technical language or illegible);



- E.** correct and consistent with the vocabulary terminology implementation by the Contractor, unless the Orderer has recommended the use and sent his preferred terminology;
- F.** stylistic changes to the completed Translation implemented by the Orderer, like "good into good";
- G.** Translations performed in Express mode.

7.3. In case of the Translation to be performed in Express mode, the Contractor reserves the right to involve more than one translator to perform the Translation and the possibility of not maintaining uniform terminology in the whole Translation.

7.4. The Orderer has the right to withdraw from the TO at any time of its performance, however the waiver should be submitted in writing to the Contractor and may concern only this part of the Translation that had not been performed until the Orderer's waiver was effectively submitted to the Contractor and the Orderer shall pay the price for that part of the Translation. Besides, the Orderer shall pay for any other documented costs incurred by the Contractor in connection with the performance of the TO.

§ 8. RESPONSIBILITY

8.1. The Contractor has a civil liability insurance. The liability of the Bureau against the Orderer is limited to the amount of the Translation price up to which the damage has been caused.

8.2. The Contractor shall not be liable for any material errors in the Translation completed, resulting from errors or ambiguities within the source document or resulting from a low quality of the source document language.

8.3. The Contractor shall not be liable in case of delays in the Translation delivery to the Contractor by the Orderer and vice versa due to force majeure and lack of technical ability to deliver the Translation to the Email address provided by the Contractor (eg. incoming email server occupancy, server crash, etc.).

8.4. In case of a document intended for publication, it is assumed that the Orderer shall adapt the stylistic translation of the text on its own, as the Translation price does not include any preparation of the text for publication. Preparation for publication requires further elaboration in terms of content and language which can be performed at the request of the Orderer by the Contractor, at an additional fee. Terms of such a service shall be individually determined in an additional contract concluded by the Parties. The Orderer shall be obliged to inform the Contractor prior to starting Translation by the Contractor.

8.5. The Contractor treats all the materials submitted to him as a copyright, enabling them to be translated by the Contractor. If any third party shall claim from the Contractor for copyright infringement, the Orderer shall indemnify the first written request to the Contractor against any claims made against the Contractor and cover all costs and expenses incurred by the Contractor in connection with the third party claims.

§ 9. FINAL PROVISIONS

9.1. In matters not regulated in these GTCS, the provisions of the Civil Code and the Copyright and Related Rights Act shall apply.

9.2. The Parties agree that the court competent to settle disputes arising in connection with the execution of the Interpretation shall be the local court of competent jurisdiction for the seat of the Contractor.

9.2. The Parties agree that the Court competent for the seat of the Contractor is the court competent to settle disputes arising in connection with the performance of the Translation.

9.3. The Contractor reserves the right to make any changes to the GTCS at any time. The changes implemented shall be reflected in the number version of the GTCS and the date on page 1 of this document.