

GENERAL BUSINESS TERMS AND CONDITIONS

I. Introductory Provisions

These General Business Terms and Conditions (the "GBTC") form an integral part of the contract concluded between QA Czech s.r.o. (the "Company") and any legal entity or natural person (the "Customer") which concludes with the Company a contract for services provided by the Company (translations, proofreading, interpretation, DTP or other related services) under the terms of an individual or a general contract (and subcontracts), the Company shall provide the Customer with a contractual supply (the "Service") within the objects clause.

II. Contract

1. The Contract between the Company and the Customer arises on the basis of a proposal by the Customer for the provision of translation services, proofreading, interpretation, DTP or other related services (the subject of the Service is hereinafter referred to as the "Contract") executed in writing, which the Company confirms in writing and sends it, including a price quote, back to the Customer and is closed after the Customer has agreed to the subject of the Contract confirmed by the Company, including a quotation. In the case of a proposal to change the subject of the Contract or the price, the contract shall only be concluded after a written agreement about all terms of the Contract.

2. The Company accepts written orders via e-mail available at "www.qaczech.com"

3. Besides the usual requirements of the Order, the Customer is obliged to indicate the Customer's identification, the specification of the subject of the Work, that is whether the translation, interpretation, editing and proofreading service, the source and target language, the required delivery or provision date of the Service, the requested method of delivery and acceptance of the Work, also whether the Service contains expert or special terms, abbreviations, acronyms, etc. (in the positive case also deliver the list of terminology used in the relevant language or provide the supporting material or the responsible person authorized to provide a consultation), the contact person, the purpose of use of the Service provided, whether the Work will be used for printing or audio-visual use (in the case of a special processing process) etc. If the provision of the Service requires professional terminology and the Customer neither provides a list of terminology used nor supporting material nor states a contact person appointed for the expert consultation and/or the purpose of use (or the use for printing) is not stated and the Service is provided by the Company without knowledge of the terminology or purpose, it will not be considered a Service defect, and the Customer will not be entitled to liability claims for the Work defect.

4. The deadline for the Company to express its views on the Order, including the submission of a quote, is 24 hours, unless otherwise agreed in writing. To confirm the subject of the Work, including a quote, the Customer has a 48-hour deadline, unless otherwise agreed in writing.

5. The provisions of the GBTC and the agreed price quote become part of each Contract. The Contract can be changed only in writing.

6. The Customer is not entitled without the prior written consent of the Company to directly contact the translators or interpreters about the Work or to otherwise establish contact for the purpose of negotiating or commencing direct cooperation without the Company's participation/knowledge.

7. The Contract shall be terminated by the Work completion or by the written agreement or withdrawal from the Contract for the following reasons:

a) by the Customer:

- in the case of translation, proofreading or other related services, provided that the Company did not initiate the Service provision within 24 hours, or
- in the case of translation, proofreading or other related services, provided that the Company initiated the Service provision, but failed to meet the deadline, or
- in the case of interpreting services, the Service provision is not started, or
- due to force majeure.

8. If the Customer withdraws from a Contract concluded between the Customer and the Company, the Customer will be charged for the portion of the Service that was provided until the date of the applicable withdrawal and any additional costs incurred to the Company as a result of such withdrawal.

b) by the Company

- if the Customer is late with paying the invoice for more than 30 days after the due date, or
- due to force majeure, or
- due to the Customer's breach of the ban to contact the translators or interpreters directly about the Work in order to negotiate the cooperation directly, without the Company's participation/knowledge.

9. If the Customer withdraws from the Contract with the Company, it shall pay the fee as follows:

- If the Project is cancelled 5 days or more prior to the date of completion of the Project, the fee is not charged.
- If the Project is cancelled more than 3 but less than 5 days before the Project deadline, the fee is 25 % of the expected assignment amount.
- If the Project is cancelled more than 1 but less than 3 days before the Project deadline, the fee is 50 % of the agreed Project price.
- If the Project is cancelled on the same day it is due to be completed, the fee in the amount of 100% of the agreed Project price is charged.

III. Prices and Payment

1. Prices quoted by the Company are, unless otherwise specified, exclusive of VAT. The Customer shall be charged by the Company, in addition to the agreed price plus VAT, any costs incurred in relation to the extension of the originally agreed subject of work, based upon the additional request of the Customer or the costs reasonably incurred during performance of the Contract. If the price is negotiated as a preliminary one, the calculation of the final price is governed by the extent of the Company's actual work and costs, while the prices quoted in the price list at the time of the Service provision or the prices customary at the time and place of the Service provision shall be used.

2. The invoice maturity is 14 days from the date of delivery, unless agreed otherwise. The Company is entitled to partial invoicing in the case of a large Project or to request total or partial payment for the Service in advance.

3. In the case of a delay in paying the invoice (partial and/or final), the Company is entitled to charge a contractual penalty in the amount of 0.5% of the amount due for each commenced day of delay.

IV. Rules of Cooperation:

1. The Customer undertakes to provide the Company with all the documents and information necessary for the provision of the agreed Service within the period agreed in the Contract. In case of delay with delivery of documents and information, the agreed delivery time is extended by the time of the Customer's delay.

2. The Company undertakes to use its best endeavours to produce an accurate and idiomatic translation of the original text. By placing the Order the Customer accepts that a resulting translation may read differently from original writing. If the source text is unambiguous, legible and clear, the Company shall not be held responsible for the complete accuracy of the translation or for any damages that arise as a result of the incorrect translation of such source text to the Customer. The Company shall be under no obligation to point out or correct errors or omissions in the original material supplied by the Customer, unless specifically agreed with the Customer in advance. Until the correct source text is supplied, the agreed delivery time is extended by the time of the Customer's delay. If the Company receives documents or information that does not match the Order, it shall make the Customer aware of this fact. Until the delivery of the documents and information that will match the Order, the agreed delivery time shall be moved by the Customer's delay time.

3. The Company shall not be held liable for the use of translation other than for the purpose, for which it was originally supplied and the Customer has agreed it reserves the right to collect any further charges for any amendments necessary for the use of a translation for a new purpose.

4. Both parties are required to inform each other of the facts that might have an effect on the performance of the Contract.

5. In case of interpreting services, documents and relevant reference materials should be supplied to the Company as early as possible and in any event to arrive not less than 48 hours before the start of the assignment so that the interpreters have time to familiarise themselves with the specific terminology required. If these documents are not provided at all and the Company still provides the Service, it is not considered a service defect and the Customer is not entitled to liability for a defect. If the Customer provides an interpreter with adequate accommodation and meal allowance, no accommodation and meal allowance fees shall be charged by an interpreter; the only reimbursement item are travel expenses and time spent commuting to and from the place of assignment.

In the event of an unexpected event, such as illness or injury to an interpreter before or during the performance of the assignment, the Company shall make the best efforts to find a substitute interpreter, but shall not be held responsible if it fails in finding one.

6. The Customer agrees to be provided with Services by the Company through its employees and/or through external contractors.

V. Service Performance, Delivery and Acceptance

1. In the case of translation or editing and proofreading work, or other related services, the Company shall implement the service by the delivery of the Project, that is completed translation, proofreading or other related services within the agreed deadline via e-mail, unless otherwise agreed, and in the case of interpreting by providing interpreting services. Upon acceptance, the Customer is obliged to confirm the Company in writing without any delay. Should the delivery and acceptance of the Work be not confirmed by the Customer within 24 hours of the deadline, the service is deemed to have been properly provided.

2. Should completion of the Work be required sooner than the normal time requisite for its proper production, the Customer will be informed of the course of action and the Company will make every effort to avoid any defects associated with express delivery. Should such completion of the Work necessitate overtime being worked or other additional costs being incurred, a pre-agreement in writing and additional charge will be made to cover such costs.

VI. Liability for Defects

1. The Work shows a defect if it has not been provided in line with the Contract or perhaps with the additional agreed requirements. Claims for liability for defects are governed appropriately by the regulations of Section 2099 et seq. of the Civil Code

2. The Customer has the right to set up a claim for defects with the Company in writing without undue delay upon their discovery, but no later than 21 days after provision of the service.

3. As for publication or printing, the Company is only liable for any errors or omissions in the materials that have been submitted for a final check prior to going to print. All numerals shall be left for the Customer to check and the Company shall not be responsible for any errors in the numerals.

4. If a third party vindicates claims against the Company in respect to the Work completed under the Contract, the Company shall be obliged to notify the Customer about the fact immediately and to summon the Customer to participate in the case. The Company shall be released from any liability which is due to circumstances for which the Customer or a third party is liable.

VII. Delivery

The recipient is responsible for the delivery of the documents. The recipient is obliged to ensure proper reception of the mail at the address mentioned above, the functionality of the e-mail address and the Internet that it uses for communication.

VIII. Confidentiality

The Company confirms that it handles all materials processed in a strictly confidential manner and undertakes to maintain confidentiality of all matters which it learns in the course of its activities, other than information which is publicly known or which it is obliged to disclose on the basis of the obligation imposed by the legal regulation or by a decision of a court or public authority.

IX. Personal Data Protection

The Customer agrees that the Company will keep and process its personal data specified in the Contract and other related documents in accordance with applicable law and archive contracts and documents under special regulations. The processing of personal data serves solely to fulfil the Contract. The Company is liable for complying with the General Data Protection Regulation "GDPR".

X. Force Majeure

1. Force majeure is defined as an event that neither the Company nor the Customer may affect and that prevents one of the parties from performing of any of their obligations, in particular natural disasters, fire, war, strike, radioactive contamination, floods, terrorist attacks, civil unrest, any changes to legal regulations and technical standards, etc. Parties are not responsible for fulfilling their obligations if force majeure, which happens after the conclusion of the Contract, prevents them from the performance of their obligations. However, they are obliged to inform the other party of such fact and to make every effort to fulfil their obligations, if possible.

2. The duration of the force majeure automatically prolongs the delivery period of the obligations under this Contract. Should the force majeure take more than three months, the parties will discuss the further procedure and conclude an Amendment to the Contract regarding this. In the event that the parties do not agree to the conclusion of the Amendment to the Contract, the parties are entitled to withdraw from the Contract; the Customer undertakes to pay the Company a part of the already completed Work.

XI. Special Provisions

1. The Company is not liable for any consequences associated with breaching or non-compliance of copyright or other intellectual property rights by the Customer.

2. The Company shall not be required to translate, DTP or interpret any matter which, in its opinion, is or may be of an illegal or libellous nature. Where copyright exists in texts to be translated or put through DTP by the Company the Customer undertakes to obtain all consents necessary for such work to be carried out.

XII. Final Provisions

The Parties has agreed that this Contract is governed by the law of the Czech Republic, in particular the Civil Code, as amended. If the Customer is a natural person who does not act in the course of his/her business activity or self-employment (consumer), a possible consumer dispute shall be resolved by the Czech Business Inspection.

In case of a lack of clarity arising from the translation into other languages, the interpretation of the Czech version takes precedence over all other language versions.

These Terms and Conditions are valid from 1 August 2018.