
General Contracting Terms

- **Subject of the contract**

Customer, and **Bernáthy Művek Kft.** (seat: 1084 Budapest, Tavaszmező utca 1., represented by: Bernáth Zsigmond managing director, tax number: HU12217069), **that is myTranslator complex language services provider** (hereinafter referred to as: **Translation agency**) stipulate that Translation agency carries out the translation of source text provided by Customer into a target language (hereinafter referred to as: **translation**), or the proofreading of already translated text on the basis of the source text (hereinafter referred to as: **proofreading**), or any other related tasks (e.g.: editing, formatting, proofing, consulting, etc., hereinafter collectively referred to as: **other related services**) according to the fees and deadlines specified in the individual orders.

- **Definition of services**

Services: translation, proofreading, and any other related tasks that Translation agency carries out for Customer.

Translation: the written conveyance of a text from its source language into a target language.

Proofreading: checking of a text translated into a target language from a linguistic and/or technical point of view.

Customer notes that according to the prevailing legal regulations, only the National Translation and Translation Attestation Office (OFFI) may provide official translations, attestation of translations, and official copies of texts in foreign languages, therefore no translation agency has the right to provide such services, except for legal documents that are to be handed in to the Registry Office. Based on the above, Translation agency may undertake the coordination of translation attestation, as and if agreed with the Customer. Translation agency has the right however to offer so called certified translations, if requested. (Certified translation: at the request of the Customer, Translation agency translates and proofreads the given text and then attaches a certification to it in which it states that the translated and proofread text is identical to the source text from the point of view of format and content as well.) A certified translation is not equivalent to an official translation. The method and fee of providing certified translations are always agreed with Customer on an individual basis.

- **The process of quote requesting and ordering**

Customer may request a quote either by filling in the Quote requesting form at Translation agency's website (<http://www.mytranslator.hu/quote.htm>) or by sending an e-mail. Translation agency then replies with a quote to Customer within 24 hours (only on working days) based on the sent material. Customer forwards the source text to be translated or the text translated into a target language that is to be proofread to Translation agency latest by placing the order, in a method of his choice (in e-mail, per post or personally). All risks involved in sending the text that is to be worked on shall be borne by Customer, especially with regards to late sending, damage, or complete destruction.

The offer prepared by the Translation agency includes the date of the quote request, the validity of the offer, the source language of the text serving as the subject for the offer, the required target language, the offered fee for the requested work, the delivery deadline, as well as the method and format of delivery, and the payment terms.

Should Customer find the Translation agency's offer acceptable, Customer may signal this intent of placing an order in an e-mail to Translation agency. When placing an order, Customer must indicate what services are needed, and send the invoicing address that will be used after delivering the work and confirming its safe receipt. Accepting Translation agency's offer by e-mail qualifies as a valid order.

Translation agency then also confirms the order in an e-mail. In this confirmation, Translation agency indicates the exact delivery deadline on the basis of the previously sent offer. The assignment contract for the given job comes into effect with the content included in the order confirmation, and by the justified sending of this confirmation. The confirmation and/or order also includes the volume of the text serving as the basis for the assignment, and/or the fees of the calculated translation/proofreading/other related services. In case of character-based calculation, the result produced by the word count tool of Microsoft Word shall be taken. In case the source text was prepared in an electronic document format (e.g.: .html, .doc, .txt, .rtf formats), word count can be completed with the help of Microsoft Word. In case of all other table (e.g.: files with .xls or .cvs extensions), or presentation programs (e.g.: files with .ppt extension), or any other formats, Translation agency can only be obligated to use an estimation with regards to the character count. Customer notes that the assignment contract with the Translation agency comes into effect with the delivery deadline and fees specified in the order and/or confirmation.

Customer is responsible for defining and controlling the right to placing orders within his own organization. Customer may not refer to acting beyond competence or the absence of competence after it has received the order confirmation e-mail and after Translation agency has partially completed translation/proofreading based on this, in the interest of avoiding payment of or decreasing the assignment fee.

In order to place further orders, Customer is required to settle the invoiced assignment fees fully and may not have any debts upon any grounds towards Translation agency.

- **Provisions regarding language-related services**

Translation agency inspects the source text sent for translation or the text translated into target language and sent for checking, and in case readability or any other format- or technical faults hindering the ordered work are noted, Translation agency informs Customer of this without fail.

Translation agency performs its services through the contribution of certified translators as subcontractors, striving for the highest possible quality, professional and linguistic completeness.

Customer is obliged to cooperate with Translation agency while performing the order, and in case unique abbreviations or special professional terminology are used in the text,

Customer is to provide a glossary to Translation agency or help in interpreting these. Translation agency is obliged to inform Customer without fail in case factors hindering the performance of the ordered work emerge, and must inform Customer if any potential delay is expected in the delivery of the works. Factors hindering the ordered work may include any unclear content that includes faults interfering with interpretation, and any other preventive factors arising from faulty editing. Should the hindering factors still exist after notification, and Customer fails to modify the text to be worked on, Translation agency may not be obliged to work on the non-understandable or hard to interpret sections. In case Customer modifies the faulty sections in the text and sends it to Translation agency, these sections will also be worked on. In such cases, Translation agency has the right to modify the delivery deadline in accordance with the rate of faulty text.

Customer notes that in the absence of conflicting agreement, translation will be provided by a subcontractor with Hungarian mother tongue. Customer must indicate if professional/linguistic proofreading of the text is also required. In case no such service is requested, Translation agency will provide the translation correctly both professionally and linguistically, but only by way of a subcontractor having experience in the given field. A professionally proofread text expresses its message with terms and uniform technicalities used in the given profession, in an accurate way. Linguistic proofreading checks the text translated into the target language from the point of view of grammar, style, culture, and phrasing.

If Customer places an express order but does not require proofreading, this inevitably prevents Translation agency from its regular practice of control in order to assure the highest possible quality. In such cases, Translation agency does not take responsibility for any potential inaccuracies, although the translation is performed with the most possible care and attention, like in normal cases.

Translation agency forwards to Customer the translated/proofread texts or any other material resulting from performed services on-line (e.g. fax, e-mail) at its own cost, or off-line (e.g. post, messenger) at Customer's cost. Based on the preliminary agreement made with Translation agency, Customer may request the processing of the translated/proofread material by a word processing program, or the archiving (for a period of 3 months) of the translated/proofread material for the sake of planned modifications at a later stage.

All paper-based source documents sent to Translation agency are sent back, destroyed or archived for 3 months - as per the Customer's request - when delivering the ordered work.

- **Service fees, deadlines**

Customer may request information on service fees and delivery deadlines through an electronically sent (e-mail) quote request or by filling out Translation agency's online quote requesting form (<http://mytranslator.hu/price-quotes>).

When calculating fees and deadlines, the volume of the source material (number of characters in the source text, including spaces) is taken as the basis. In case Customer can not provide the text to Translation agency in an electronic document format, then the calculation of service fees and deadlines is either done on the basis of Translation agency's preliminary fair volume estimation, or on the basis of the final, target text's volume.

For proofreading texts translated by third parties, Translation agency may charge translation fees if the quality of the translation necessitates it, provided it informs Customer of the poor quality in advance.

In case of interpretation or other tasks related to language services, the basic unit of fee calculation is the time spent on providing the service expressed in hours, days, or months. In case of interpretation, the time spent with breaks, dining, or - in the event of services provided outside the capital or abroad - traveling is also included in the service fee, just like the time spent with necessary waiting, when the start of services is delayed - for reasons falling outside the scope of the service provider - as compared to the originally planned starting time. In the event of providing services abroad, the service fees are always negotiated on an individual basis.

- **Payment terms**

In case of orders exceeding net 200.000 HUF value, Translation agency may request advance payment from Customer in return for an invoice, which Customer shall settle by bank transfer by the start of the order, or latest within 8 days of the invoice's issue date to Translation agency's bank account 14100000-11664049-01000006 held at Sberbank.

In such a case - unlike those set forth in section The process of quote requesting and ordering - the order is considered accepted by Translation agency when Customer sends electronically (per e-mail) a payment confirmation on the settlement of the advance payment to Translation agency.

Unless Customer is eligible for some sort of a discount, Customer is obliged to pay to Translation agency the fee(s) stated on the offer for providing the ordered services.

Customer is obliged to settle the assignment fee by bank transfer, within 8 days of receiving Translation agency's correctly issued invoice, to Translation agency's bank account 14100000-11664049-01000006 held at Sberbank.

Parties may agree on different payment deadlines regarding the due dates of invoices. In case of default in payment, according to Hungarian laws in force, Customer is obliged to pay an interest rate, which is double of the prime rate valid on the last day of that calendar half-year that is concerned by the default. The amount of payable interest is to be calculated from the first day of falling into default.

Should Customer fail to settle within 14 days the outstanding amount after the due date of the invoice and despite the written notice of Translation agency, Translation agency may validate its claim against Customer with the involvement of a third party. Customer notes that all costs relating to Translation agency validating the claim shall be borne by Customer, and Customer must pay the costs of claim validation by beginning the claim handling process.

In case of translations, proofreading, and other related services, when Customer cancels the works after placing the order, and cancellation is not a result of Translation agency's faulty or late delivery of work, Customer must bear the following payment obligations towards Translation agency:

- before starting working on the order, 50% of the previously determined service fee and of the justified fees occurring at Translation agency in the interest of fulfilling the order, in order to cover the costs of any preparatory works;
 - after starting working on the order, the previously outlined cost-reimbursement and overhead indemnification, as well as the costs of translation, proofreading, or any other related services done up to the date of cancellation.
- **Liability, quality warranty, faulty performance**

After the delivery of the ordered work, Customer is obliged to examine it and indicate any deficiencies, faults, as well as the nature of the complaint as soon as possible and inform Translation agency of this in writing (e-mail) latest within 7 calendar days of receiving the work. In case of faults, deficiencies and complaints not described accurately or completely, as well as those reported after 7 calendar days, or not in writing, Translation agency can not be obliged to make the corrections free of charge.

Customer may validate a complaint against Translation agency regarding the quality of translation/proofreading, and other related services within 7 calendar days of delivery in case of normal delivery deadline, and within 1 calendar day in case of express service. Translation agency may only handle the complaint if Customer indicates the section considered as inaccurate in an unambiguous and detailed manner and highlights it in the work. Else the complaint shall be considered invalid. Translation agency is not obliged to handle any general objections and quality complaints. Translation agency undertakes to examine all incoming quality complaints and make the necessary corrections within a reasonable period that is in proportion with the volume of the work to be done. Translation agency informs Customer of the necessary correction time in advance.

In case of interpretation, Customer may validate complaints during the performance of services, or latest within 3 calendar days of performance. Customer is responsible for any damages resulting from late notification. In case of oral translation, Customer is obliged to obtain three concordant and objective signed opinions, which support the complaints regarding the deficiencies of the translation. In the absence of these, Customer is obliged to pay Translation agency's invoice in full.

In case of objections or complaints, Customer is also obliged to pay the assignment fee by bank transfer, latest within 8 days of receiving Translation agency's properly issued invoice.

Stylistic changes (modifications), and inappropriate translation of technical terms (especially sector-specific terminology and technical terms created by Customer or any other specific terminology) can not be considered translation failures, except when Customer has made the glossary for the special technical terminology available to Translation agency at the time of placing the order. In case the complaint is valid and the objections have been indicated in writing (e-mail, registered post) accurately and on time - as described above - by Customer, Translation agency corrects the indicated sections free of charge, hereby ensuring warranty in regard to the quality of the provided services.

In case of faulty performance of services, Translation agency may reduce the assignment fee. Should the discounting of the assignment fee be justified, Translation agency refunds the

amount of the discount to Customer. Until the full assignment fee is not settled in full, Translation agency may not be obliged to reduce the assignment fee.

In case of insignificant faults, Customer may not use his right of refusal. Insignificant faults are such that do not interfere with clear understanding of the text.

In case of legal disputes, Translation agency requests checking and professional opinion from the Association of Hungarian Translation Agencies (Magyar Fordítóirodák Egyesülete) independent organization, and on the basis of their judgement, it takes the necessary line of action (refusal of complaint, correction, discounting of assignment fee). Customer notes that all costs related to obtaining a professional opinion are to be borne by him. Should the complaint be valid, Translation agency refunds the costs of obtaining a professional opinion to Customer.

Translation agency does not take responsibility for:

- any damages resulting from Customer not complying with his cooperation obligations or from Customer's faulty performance;
- any expressions or thoughts having double meanings found in the phrasing and content of the source material;
- any damages and delays resulting from faults regarding the format, technical failures (e.g. file corruption, illegibility, etc.) and content;
- any damages resulting from faulty sending of the source material, or from loss, damage, or destruction during sending;
- any damages resulting from the source material having a content that infringes copyright;
- any damages and delays resulting from reasons not imputable to Translation agency.

Customer may only validate an indemnity claim due to the inappropriate quality of translation/proofreading or any other related services against Translation agency, if he has used the free corrections services offered by Translation agency, but these have not provided the desired results.

Translation agency undertakes the indemnification of justified damages up to 50% of the assignment's value, but maximum up to 50.000 HUF per assignment. Translation agency restricts its indemnification responsibility in consideration of the fact that the provided translations are not official and the linguistic correctness of translations/proofreading and other related services can not be justified by actual facts. Six months after completion, no indemnification or any other claims may be validated based on faulty performance.

If Translation agency fails to notify Customer of the expected delay in delivery before the date of delivery, then in case of late delivery, Customer has the right to desist from the assignment - in case of express services after 1 working day delay, and in case of normal services, after 3 working days delay. In case Translation agency notifies Customer of the expected delay in advance, Customer is to pay an assignment fee decreased by 10% per day, calculating with each day after the originally agreed delivery date. In case Translation agency fails to warn Customer of late delivery in advance, Customer does not have to pay for the ordered services.

- **Scope and termination of the contract**

Unless parties agree otherwise, to the performance of the individual orders these general contracting terms and those set forth in the order confirmation apply, as well as those included in the framework contract - if there is such -, from which parties may deviate in writing by mutual consent.

Translation agency reserves the right to modify this present contract partially or completely any time. The general contracting terms in force may be accessed any time at Translation agency's website: http://mytranslator.hu/assets/myT_GCT.pdf
Present contracting terms are valid until recalled.

Customer may desist from the assignment any time, provided the justified costs and damages of Translation agency are covered; however, after accepting the order, Translation agency is entitled to the whole assignment fee for the ordered translation and/or proofreading and/or other related services, except when Translation agency refuses the performance of translation/proofreading and/or other related services without a valid reason, or fails to perform to deadline, or breaches this present contract seriously in any other way.

In case of interpretation, or on-site translation, Customer may cancel the order without any financial penalty latest by 5 working days before starting to perform the ordered services. In case Customer cancels the order 5 calendar days before starting to perform the ordered services, Customer is obliged to pay to Translation agency (in case of services requested for one day) 50% of the service fee, or (in case of services requested for more days) the service fee calculated for the first day of performance. In case Customer cancels the ordered interpretation or on-site translation 1 working day before starting to perform the ordered services, Customer is obliged to pay Translation agency the calculated minimum service fee in full.

Translation agency may terminate this present contract if Customer fails to fulfill any of his obligations set forth in this present contract, or breaches the contract seriously in any other way.

- **Confidentiality**

Customer and Translation agency are both obliged to handle confidentially any trade secrets or any other information, data, facts, processes, etc. that if shared with a third party then could harm or endanger the interests of contracting parties or the third party, and which they have learnt during the fulfillment of this contract, and must abstain from any such behavior that could harm the reputation of the other or the third party, or which cause the harm of their economic interests.

Customer and Translation agency are both to ensure that all necessary arrangements are made in order to keep any information considered as trade secret. Customer and Translation agency are both to fulfill this confidentiality obligation even after the termination of this contract.

- **Other provisions**

Customer assents to Translation agency using Customer as a reference, considering any performed works, provided Translation agency has agreed with Customer on this previously.

All responsibilities, or potential legal copyright liabilities are to be borne by Customer.

Customer may not ask directly Translation agency's employees or subcontractors to provide translation, proofreading, interpretation, or any other related services, by by-passing Translation agency. Customer may only use the services of these providers in accordance with the order procedure set forth in this contract. Should Customer breach this obligation, Customer is obliged to pay indemnity to Translation agency, under which Customer is obliged to pay in full that value of the order to Translation agency, which would have been charged by the agency if the order was made through them.

Contracting parties commit everything in order to settle any disputes in a peaceful way. Should they not be able to come to an agreement, for settling any legal disputes arising from this present contract, parties turn to the court competent in the district, where Translation agency's seat is registered.

Should any of the contract's sections become invalid, the remaining sections shall not be influenced by it.

Present contract was prepared in English and Hungarian; in case of legal disputes, the Hungarian version shall be considered authoritative. This present contract is valid without a signature, and can be put into effect by way of an electronic approval (e-mail), and is concluded for an indefinite time period.

Budapest, 1 April 2016.