



## The General Contract Terms and Conditions (hereinafter: GCTC) of EDIMART Language Solutions

EDIMART Language Solutions (“EDIMART” or “Language Service Provider”) provides guaranteed and clear terms and conditions to its Principals.

By accepting the online quote issued by EDIMART from the XTRF Translation Management System or by signing an ad hoc order or framework agreement, the purchaser (“Principal”) of any service, to be provided by EDIMART, acknowledges that he or she understood and accepted the General Contract Terms and Conditions applied by EDIMART, thus the provisions thereof shall be applicable for the order even in the absence of a further written agreement.

We can provide individual terms and conditions by concluding a framework agreement, which can be supplemented with a nondisclosure agreement.

Services can be ordered from EDIMART Language Solutions (hereinafter: Language Service Provider) as follows:

- 1) By accepting a quote issued in response to an inquiry submitted through the Language Service Provider’s website online: <http://www.edimart.com/szolgalatasok/ajanlatkeres/>
- 2) By submitting a direct order, with the specific circumstances governed by a framework contract or ad hoc order.

All orders received must be confirmed by the Language Service Provider in writing, thereby acknowledging that it shall fulfil the ordered service in accordance with the specified terms and conditions. In the absence of a written confirmation by the Language Service Provider, the order shall not be considered accepted.

Unless the Parties agree otherwise in writing, the Language Service Provider shall undertake the fulfilment of orders under the terms and conditions laid down in these GCTC.

The Principal, and the Language Service Provider agree that the Language Service Provider will perform one or several of the following services for the Principal based on the Principal’s order.

### **1. Definition of services and service levels**

#### **1.1. Translation**

Translation of the source language text to the target language text. The finished translation undergoes in-house quality assurance at the Language Service Provider, with the help of a computer-assisted translation tool, to filter out the following: spelling mistakes, typos, number transcriptions, inconsistencies.

#### **1.2. Revised translation**

Translation of the source language text to the target language, followed by the revision of the completed translation by an independent linguist. During the stage of revision, the linguist compares the source text with the target text, and corrects any grammatical, language usage, or spelling mistakes, stylistic errors, and checks the correct use of terminology in the translation. The reviser checks whether the translator adheres to the written instructions supplied by the Language Service Provider. The Language Service Provider then puts the revised translation through an in-house quality assurance process, see 1.1.

#### **1.3. Localization**

Localization is a translation process in the course of which the professional translation and adaptation to local circumstances of software, homepages, mobile applications and other, mainly complex online materials, take place. In addition to translators and revisers/reviewers, we may also involve language engineers and DTP technicians in the localization process.

#### **1.4. Revision/review**

Revision/review includes services whereby the translations generated by the Language Service Provider or another service provider are checked according to various criteria. There are several types of revision/review activities, see 1.4.1–1.4.3.

##### **1.4.1. Revision**

Checking of the translation by examining the target text against the source text in accordance with the requirements of the language as it is used today. The reviser shall check whether the translation is correct in terms of punctuation, spelling, language use, grammar, and stylistics, and whether it corresponds to the source language



text in terms of content. Furthermore, the reviser shall also check whether the terminology used in the translation is correct.

**1.4.2. Partial review**

The reviewer checks the target text for language, grammar, and style. The reviewer performs random comparisons of the target text with the source text. Partial review is therefore not the comprehensive content verification, but mainly the improvement of target text quality.

**1.4.3. Target language review**

The reviewer only checks the target text for language, grammar, and style. The entire review is generally performed by native language reviewers or experts of the given domain. The purpose of the target language review is to create a text that meets native speakers' standards, while the review by a specialized reviewer aims to ensure the use of the standard specialized language of the specific domain. Target language review may be preceded by a comprehensive revision.

**1.5. Transcreation**

In case of advertisements or marketing texts, the Language Service Provider undertakes to adapt the translated text to the target language with the collaboration of competent experts. Transcreation is invoiced on an hourly, or individual basis.

**1.6. Voice-over, and subtitling**

Comprehensive localization of audio guides, e-learning materials, webinar texts, and audio material with voice-over and/or subtitling.

**1.7. Machine Translation**

Machine translation is an automatic translation procedure, during which the source language text is translated to the target language using IT tools and computer software.

**1.8. Interpreting**

Spoken translation of live or read text at the location defined by the Principal, or through a remote interpreting system. For the different types of interpreting, see 1.8.1–1.8.7.

**1.8.1. Consecutive Interpreting**

In case of consecutive interpreting, the speaker stops after each sentence or train of thought, and allows the interpreter to interpret the speech. Consecutive interpreting can take place at the location of the interpreting event, or through a remote interpreting system.

**1.8.2. Simultaneous Interpreting**

An interpreting assignment is simultaneous, if the target language text is delivered practically at the same time as the source language text is spoken. Simultaneous interpreting requires interpreting technology (booth, audio equipment, earphones, tour guide system, etc.), and at least two interpreters are needed for events spanning several hours.

**1.8.3. Chuchotage Interpreting**

Chuchotage interpreting means whispered simultaneous interpreting. The interpreter sits or stands between the participants, and whispers into the ears of the participants what is being said at the same time as the other party is speaking. Chuchotage is only possible with a small number of participants (2-4 persons) who are sitting or standing close to each other. At least two interpreters are needed for events spanning several hours.

**1.8.4. Ad-hoc Interpreting**

In case of ad-hoc interpreting, the assigned interpreter speaks the foreign language proficiently but should not be expected to be able to perform consecutive interpreting tasks even at important business meetings. Factory visits and trainings usually qualify as ad-hoc interpreting.

**1.8.5. Remote Interpreting**

Remote interpreting is interpreting performed remotely. The Principal can connect to the Language Service Provider's remote interpreting system online, so no special technical infrastructure is necessary. The negotiating partners can be located at separate locations.

**1.8.6. Relay Interpreting**

Interpreting performed between two languages using a third language, a so-called relay language, a solution usually used in the event of simultaneous interpreting.



**1.8.7. Sign Interpreting**

Simultaneous interpreting performed into sign language for the deaf and the hearing-impaired. Sign language interpreters interpret what is being said to sign language, and interpret sign language content back to spoken language.

**1.8.8. Conference equipment, or interpreting equipment**

Simultaneous interpreting requires interpreting equipments such as equipped booth(s), audio equipment, headphones, or tour guide systems. The Language Service Provider is able to provide comprehensive interpreting equipment to Principals through a subcontractor.

**1.9. Endorsed translation or official translation**

A translation endorsed by the Language Service Provider as attested by its corporate name duly signed on its behalf qualifies as official translation. Through the endorsement of the translation, the Language Service Provider certifies that the translation is identical in terms of content and equivalent in its meaning to those of the source language text annexed thereto.

**1.10. Certified translation in corporate matters**

The Language Service Provider is authorised to perform the certified translation of corporate documents based on Article 6/A of Decree 24/1986 (VI.26.) of the Council of Ministers on specialised translation and interpreting, in which case the endorsed translation (see 1.9) is equivalent to the translation certified by the Hungarian Office for Translation and Attestation Ltd. (OFFI). In other cases, under the relevant laws, only OFFI is authorised to provide certified translations. For our partners with a framework agreement, we undertake to manage the administration of certifying translations through OFFI.

**1.11. Desktop publishing, text preparation**

The Language Service Provider undertakes the professional handling of documents of special file formats. The files are prepared by the contractual desktop publishing (DTP) partners of the Language Service Provider, who undertake post-editing as well. The Language Service Provider undertakes the professional translation of non-editable documents — in this case, text preparation is a part of the workflow. The Language Service Provider also undertakes the preparation, and translation of documents that are difficult to decipher (e.g. fax, hand-written, and scanned materials), but it cannot undertake responsibility for the errors occurring in the course of text preparation, however, it shall act with the highest level of prudence even when handling texts of this nature.

**1.12. Language engineering**

In order to be able to translate and localize texts in special digital formats (software, web interfaces, mobile applications, etc.), preparation and post-processing operations are required. These are performed by language engineers.

**1.13. Project management**

EDIMART employs qualified project managers for coordinating the work of participants in the workflows defined by the Language Service Provider.

**2. Definitions**

**2.1. Computer-Assisted Translation (CAT) Software**

CAT software allows the Language Service Provider to create a translation memory and terminology database for each of its Principals and/or topics, and to use the documents provided to them as reference material as a translation memory for the purposes of translation. With the help of the CAT software, the Language Service Provider can coordinate the work of several translators online in real time, thereby allowing the coordination of the overall translation project through an online interface.

**2.1.1. Translation Memory**

The translation memory created with the help of the CAT software contains sentence pairs. During the translation/revision/review, the software warns the user if there are any matches between the source language text and the translation memory in use, and as a result, the Language Service Provider can ensure that the repeated texts are translated consistently.

**2.1.2. Terminology database**

The terminology database created with the help of the CAT software serves as an intelligent dictionary. The terminology database makes it possible to not only record word pairs in it, but to add information in connection



with the use of the term in question, such as definition, context-related use, forbidden terms, etc. The CAT software warns the user, if there are any matches between the source language text, and the terminology database in use.

#### 2.1.3. **Alignment of texts**

If the Principal makes available to the Language Service Provider previous translations together with the appropriate source language documents, the Language Service Provider can align these with the help of the CAT tool, and can later use them as a translation memory.

#### 2.1.4. **Repetition**

Repetition means that there is a statistical match between the sentences. Therefore, words appearing several times in the text, on their own, do not qualify as repetition.

#### 2.1.5. **Weighted word count**

When determining the price of a translation project, we take the number of words of the text to be translated as basis, taking into account incidental sentence-level repetitions. As a first step, we prepare an analysis of the text to be translated, which shows exactly what the proportion of sentences indicating significant similarity in terms of the translation is in the whole of the text. Depending on the extent of the matches, we apply various weight numbers, then by means of this we establish the word count adjusted for the repetitions, which serves as the basis of pricing.

#### 2.2. **Standby in case of interpreting**

The standby fee is a fee charged for the travel expenses of the interpreter outside the municipal boundaries of Budapest, which is determined by the Language Service Provider based on the number of kilometres travelled, and disclosed to the Principal prior to the assignment. Travel expenses and any potential accommodation and subsistence costs are not included in the standby fee. The Language Service Provider will specify any incidental costs of interpreting in its quote issued to the Principal.

#### 2.3. **Source Language**

The language of the text serving as the basis of translation or interpreting.

#### 2.4. **Target Language**

The language into which the source language text is translated or interpreted.

#### 2.5. **Source Words**

Series of characters between two spaces in the source language text.

#### 2.6. **Basic check**

The Language Service Provider specifies every work process in detail, including the steps of basic checks. Basic check includes the following:

- spell-checking,
- checking whether numbers have been transcribed correctly from the source language to the target language,
- correct use of the terminology assigned to the project,
- checking for the use of forbidden terms,
- consistency,
- completeness (checking for any text missing from the translation),
- correct use of text codes in case of special file formats,
- format.

Basic check is included in the translation fee.

#### 2.7. **Translation Quality**

##### 2.7.1. **Quality of revised translation**

The revised translation is correct in terms of spelling, punctuation, grammar, language usage, and style, and its content is equivalent to that of the source language text. Naturally, even revised quality text can be modified further, but the purpose of those modifications is not to correct errors but to tailor the text to individual expectations.

##### 2.7.2. **Quality of non-revised translation**

Non-revised translations must be of adequate standard to be suitable for internal use, or to be submitted for revision/review — the translation may therefore not contain misinterpretations, omissions, or any serious mistakes in terms of content or grammar. In the event of revision/review, revisers/reviewers do not have to implement



sentence-level modifications to the text; the translation can be fine-tuned with word changes. Non-revised translations undergo mandatory basic check as well.

**2.7.3. Unacceptable quality of revised translations**

The quality of the revised translation (see 2.7.1) is considered unacceptable if it contains linguistic, grammatical, or stylistic mistakes that alters its meaning. The quality of a translation is also considered unacceptable if the Language Service Provider has not appropriately used the terminology and reference materials provided by the Principal, and has not adhered to the translation guidelines.

**2.7.4. Unacceptable quality of non-revised translations**

A non-revised translation may be condemned if it contains serious linguistic or content errors, misinterpretations or omissions.

**3. Nature, Purpose and Scope of the Service**

3.1. The following are the core activities of the Language Service Provider: translation, revision/review, localization, and interpreting.

3.2. When placing an order, the Principal must specify the purpose of the translation which may be as follows:

- internal use, information
- publication (publishing, advertising, etc.)
- legal use (e.g.: patent procedure)
- official translation
- certified translation
- other purposes that must be taken into account during the translation.

3.3. In case of interpreting, the Principal must always specify the type of service requested, which may be the following:

- consecutive interpreting
- simultaneous interpreting
- chuchotage interpreting
- ad-hoc interpreting
- relay interpreting
- sign language interpreting
- remote interpreting.

The Language Service Provider can only guarantee that it will delegate the best interpreter for the job ordered by the Principal if the following information is specified, so the Principal should always disclose — in its own interest as well — the following information:

- language pair and direction of translation,
- exact place, venue of interpreting,
- start and end time of interpreting,
- planned scenario, agenda, specifying any breaks,
- person/position of participants,
- number of participants,
- previous events (in case of business meetings for example, any preliminary correspondence, agreements, etc.),
- special working conditions (e.g. in case of interpreting during factory visits, special occupational safety requirements, extreme noise exposure, etc.).

The following information are also important in case of a conference:

- the speakers' names, positions, and native tongues,
- presentations, speeches prepared in advance,
- the exact parameters of interpreting equipment required/available.

3.4. If the Principal uses the translations for purposes other than the purpose specified in the order or if any information or data furnished by it to the Language Service Provider is false or misstated, any damage or consequence resulting therefrom shall be borne by the Principal.



- 3.5. The Language Service Provider shall not be held liable for the translation of specific, unique terminology that has not entered the public domain yet, except, if the Principal has made such terminology available to the Language Service Provider when placing the order.
- 3.6. The Language Service Provider shall ask the Principal any professional questions arising in the course of the performance of the order as soon as possible in all cases when it is reasonable to assume that the Principal can answer such questions, e.g. in cases of company-specific abbreviations and acronyms, or if the meaning of terms needs to be clarified in the specific context of the activity of the Principal, etc. If the Language Service Provider encounters difficulties in interpreting any of the terms in the source text, the Language Service Provider shall notify the Principal thereof in all such cases.
- 3.7. If the Principal does not disclose essential information about the ordered interpreting, the Language Service Provider shall not be held liable for any damages or consequences arising therefrom.
- 3.8. The interpreter may not be engaged in assignments that diverge from the agreed assignment, e.g. translation in writing, at the interpreting venue — in these cases the Principal must notify the Language Service Provider of such requests first.
- 3.9. In the absence of a separate order, in case of simultaneous interpreting, the equipment necessary for the interpreting must be provided by the Principal, in particular the interpreters' booth(s) and the headphones to be used by the audience. The interpreter cabins shall conform to the ISO 4043 standard. The Principal must ensure that the platform and the screens used by the presenters are in the line of sight of the interpreters. When using interpreting equipment, the permanent presence of an appropriately trained technician on site is essential, and shall be ensured by the Principal, unless the Language Service Provider provides the equipment. Simultaneous interpreters relieve each other at 20-30 minute intervals — during the breaks, the conditions of uninterrupted rest must be ensured for them.
- 3.10. The Principal must allow the Language Service Provider or the representative thereof to inspect the location of interpreting and the technical equipment provided by the Principal in due time. However, the Language Service Provider has no obligation to do so. If the Principal requires a preliminary inspection of the location of interpreting — despite the Language Service Provider's prior opinion that it does not deem such preliminary inspection necessary or appropriate — and the Language Service Provider fulfils this request, it shall become entitled to a separate fee payable by the Principal.
- 3.11. If more than 4 simultaneous interpreters are requested, a representative of the Language Service Provider will also be present at the venue of interpreting. It is the primary task of the representative of the Language Service Provider to make sure that working conditions are adequate, whether the interpreters have arrived on time, and their performances are professional, and to be available to the Principal to answer any professional questions that may arise, acting as a liaison between the Principal and the interpreters.
- 3.12. The Language Service Provider undertakes to perform all services with the greatest due diligence, with particular attention to selecting the translators, revisers/reviewers, and interpreters involved. In accordance with the provisions of the ISO 9001:2009 standard and the ISO 17100 standard, the Language Service Provider continuously audits its work processes, and ensures their trackability.

#### **4. Quotation, Service Fee**

The quotation of the Language Service Provider shall only be valid in writing (email, letter), and only within 1 month of the date of the issuance thereof, provided that the quotation does not contain a different "valid until" date.

Due to the deadline defined by the Principal (same day deadline, service ordered with a next day deadline, work to be performed at night, on a rest day, or on holiday), the Language Service Provider may charge an express surcharge if necessary and appropriate. The Language Service Provider shall inform the Principal about the amount of the surcharge in the quotation, i.e. before an agreement is concluded.



#### 4.1. **Written Service**

4.2. The quotation consists of the following elements:

- itemized list of the service and associated workflows (e.g. translation, revision, text editing, etc.),
- source language(s) and target language(s),
- agreed fee,
- deadline proposed by the Language Service Provider,
- quotation number (PO number),
- quotation validity.

For translations, an accurate quotation can only be issued if the source language text is available.

The quotation pertains only to the underlying terms and conditions of the assignment, and the materials received. If the Principal amends the source material after the quotation has been issued, the Language Service Provider is entitled to amend its terms and conditions for undertaking the assignment, in particular the assignment price and deadline.

The Language Service Provider is unable to issue a binding quotation for source material that varies in content and/or length, such as non-finalized websites, audio guide materials, etc.

In case of translation, the fee is calculated on the basis of source language words, taking into account the incidental repetitions, where applicable. Certain written services (see target language review, transcreation, terminology database building, etc.) may be billed on an hourly basis by the Language Service Provider.

4.3. In case of comprehensive revision, the length of the source language document shall serve as the basis of fee calculation. The fee of revision is defined at 40% of the unit price of the translation fee for the given language pair — and in case the translation was not prepared by the Language Service Provider, the fee of revision is 50% of the translation fee for the specific language pair.

4.4. In case of target language review, the length of the source language text serves as the basis for fee calculation. If the translation was not prepared by the Language Service Provider, the basis of fee calculation shall be the length of the target language text made available.

4.5. After consulting with the Principal, the Language Service Provider shall have the right to charge the Principal for the translation of any texts that have been translated by others, provided that they are not suitable for revision/review.

4.6. At the request of the Principal, the Language Service Provider can issue a reviser's opinion on the translation prepared by another party, subject to individual pricing.

4.7. For translation and revision/review, the Language Service Provider applies a minimum charge of HUF 50,000 + VAT/language pair.

4.8. The Language Service Provider does not undertake to submit incomplete, non-revised, or otherwise not checked materials prior to the agreed deadline. The Language Service Provider will deliver the finished material to the Principal by the agreed deadline.

#### 4.9. **Interpreting**

4.10. The quotation consists of the following elements:

- type of service (e.g. consecutive interpreting, simultaneous interpreting, etc.),
- language pair,
- agreed fee,
- associated incidental expenses (e.g. standby fee, travel costs, etc.),
- quotation number (PO number),
- quotation validity.

4.11. In case of interpreting, settlement may be carried out based on hourly, half-day, or full-day units. The duration of interpreting refers to the start of the interpreting event until the end of interpreting. The duration of interpreting includes any breaks taken by the Principal (e.g. lunch break, technical breaks, etc.), which qualify as work time for the



interpreter, and are included in the invoiced interpreting time. The interpreter shall arrive at the agreed time or at the latest 15 minutes prior to the start of the programme. The Principal shall provide prior information on the programme parameters (location, detailed schedule, starting and end points) to the Language Service Provider in due time.

In case of agreement in hourly rate, the base fee of the service shall be at least 2 hours, and not more than 4 hours, while the settlement of any additional working hours shall be based on the hours started.

A half-day order shall cover a standby time of no more than 4 hours per day. The half-day rate shall be 60% of the current full-day rate. In the event that the interpreting session exceeds 4 hours by more than 30 minutes, the Language Service Provider shall be entitled to apply the full-day rate.

A full day order covers a standby time of no more than 8 hours per day, and the interpreter may only be required to work for an additional 2 hours of overtime. For assignments lasting more than 8 hours, every additional hour started qualifies as a whole hour of overtime. The overtime rate equals one-eighth of the daily rate plus 25%.

- 4.12. The Language Service Provider will not charge a standby fee or travel expenses if the location of the interpreting event is in Budapest. For interpreting performed within the urban agglomeration of Budapest, the Language Service Provider may charge a standby fee, and travel costs.
- 4.13. For interpreting events in the countryside — outside the urban agglomeration of Budapest —, the Language Service Provider may charge a standby fee for the interpreter's time spent travelling, while travel expenses to be borne by the Principal shall be calculated on the basis of current fuel prices and motorway tolls. For interpreting events outside the urban agglomeration of Budapest, the minimum billing unit for interpreting assignments is half a day.
- 4.14. In the event that the place of the interpreting is located outside the urban agglomeration of Budapest, and the interpreting event starts before 9:00 a.m., the interpreter shall be provided with accommodation for the night before the event, if the expected time of travelling there exceeds 1.5 hours. Ideally, the accommodation should be an at least 3-star hotel — or a boarding-house providing equivalent quality amenities and services — located close to the site of the interpreting. The Principal shall inform the Language Service Provider about the accommodation of the interpreter in advance, as this also forms a part of the agreement between the Language Service Provider, and the Principal.
- 4.15. In case of ordering remote interpreting service, the Language Service Provider accepts responsibility for the quality and level of the service only if the Principal provides the following minimum technical conditions:
  - continuous ADSL internet connection, ADSL internet connection suitable of data transfer of at least 521 kbps,
  - high-quality laptop or tablet PC with a web camera,
  - silent, noise-free environment with adequate lighting.
- 4.16. In case of full day interpreting assignments, the Principal shall ensure meals for the interpreter, and the costs thereof shall be borne by the Principal.
- 4.17. Interpreting to be performed abroad shall be subject to individual agreement.

## **5. Performance of the Engagement**

- 5.1. In case of translations, the delivery deadline can only be kept if all the documents necessary for the translation are received by the Language Service Provider in accordance with the order. Failure to fulfil this requirement shall extend the delivery deadline at least by the Principal's delay.
- 5.2. In case of multiple orders, the Principal may submit additional valid orders if all fees invoiced based on its orders have been fully paid, and it has no debt towards the Language Service Provider on any legal grounds. If the Language Service Provider begins fulfilling the order in spite of this condition not being met, the Principal's order qualifies as valid.
- 5.3. In case of written services, the Principal can specify, on the online inquiry form or in email, how and in what format it wishes to receive the finished work (e.g. via email, delivery by post, or courier service). The Language Service Provider shall proceed in accordance with the Principal's request. For delivery by post (as a registered consignment) or courier service, the Principal shall be liable for any risks and costs associated with the delivery, and the Language Service Provider shall not be held liable for any of these elements.
- 5.4. In case of delivery via electronic means, the Language Service Provider shall do everything in its power to ensure that the email is delivered to the Principal by the specified deadline with the attached translation undamaged and intact,



but it shall only assume liability for the sending of the email containing the translation ensuring that the email is undamaged and intact.

- 5.5. If the Principal only indicates a given day as the deadline for the performance of the order, and does not further specify a time (hour and minutes) on that day, any services to be performed in writing shall be assumed to have been ordered with a deadline of 12:00 at night on the specified day.
- 5.6. In case of interpreting, the order is assumed to be performed if the interpreter showed up at the given venue at the specified time, prepared for the assignment in accordance with the guidelines forwarded by the Principal to the Language Service Provider, and was available to the Principal until the time specified in the order. Any quality-related complaints shall only be accepted if communicated to the Language Service Provider within 48 hours of the closing time of the interpreting event. Quality complaints shall be lodged by the Principal in writing with the Language Service Provider.
- 5.7. In case of interpreting assignments, the Principal shall forthwith inform the Language Service Provider of any changes that might have an effect on the performance of the order, such as unexpected overtime, changes in venue, changes in the agreed conditions, and interpreting tasks to be performed, etc. Interpreters may only be required to perform tasks that are different from the preliminary agreement with the consent of the Language Service Provider.

## **6. Cancellation of orders, and the penalty charged**

### **6.1. Written Service**

- 6.1.1. If the Principal cancels an order confirmed by the Language Service Provider — even if the translation process has not yet been started —, the Principal shall pay the minimum charge, laid down in this GCTC, to the Language Service Provider, that is, HUF 50,000 + VAT (see 4.7).
- 6.1.2. If the performance of the written service has already been started by the time of cancellation of the order by the Principal, the Principal shall pay 50% of the contract fee to the Language Service Provider, even if it does not lay claim to receiving the partially completed work, and/or the partially completed work does not amount to 50% of the ordered translation volume. If the volume of the partially completed work exceeds half of the original order at the time of cancellation, the Principal shall pay a contract fee proportional to this volume to the Language Service Provider.  
If the Principal ordered the minimum quantity that can be ordered (see 4.7), it shall pay the minimum charge, i.e. HUF 50,000 + VAT to the Language Service Provider, in case the Principal cancels a confirmed order.
- 6.1.3. If the Principal cancels an order confirmed by the Language Service Provider — if the Language Service Provider's contracted DTP partners have already began the professional processing of special file format documents — the Principal shall pay all DTP costs and fees incurred by the Language Service Provider, irrespective of whether or not the translation of the text has been started.

### **6.2. Verbal Services**

- 6.2.1.
  - a) In case of an interpreting assignment not exceeding 5 business days, the Principal may cancel the order without any financial penalties at least 5 business days before the starting date of the assignment. In case of cancellation within 5 business days, the Principal shall pay 100% of the service charge related to the first two days, and 25% of the service charge for the subsequent days.
  - b) In case of an interpreting assignment exceeding 5 business days, but not more than 10 business days, the Principal may cancel the order without any financial penalties at least 10 business days before the starting date of the assignment. In case of cancellation within 10 business days, the Principal shall pay 100% of the service charge related to the first 2 days, and 50% of the service charge for further 3 days. The Principal shall not pay any cancellation fees for the subsequent days.
  - c) In case of an interpreting assignment exceeding 10 business days, the Language Service Provider may apply the cancellation terms and conditions specified in point b), or is entitled to enter into a separate cancellation agreement with the Principal. The terms and conditions of cancellation are included in the quotation.
- 6.3. The Language Service Provider shall be entitled to cancel the interpreting order without any financial consequences, provided that the Principal does not make the information and preparatory materials essential for providing professional interpreting service available to the Language Service Provider until 3 business days prior to the interpreting event. In particular, the following constitute essential information:



- language pair
- exact place, venue of interpreting
- start and end time of interpreting
- planned scenario
- In case of conferences:
  - exact programme, schedule
  - presentations, speeches prepared in advance.

6.4. The Language Service Provider is also entitled to compensation for damages over and above the penalty. Penalty is due immediately.

## **7. Quality Complaints and Warranty**

- 7.1. The Language Service Provider must prepare high quality translations that is suitable for the purpose specified by the Principal, and complies with the written and generally accepted rules of the profession. The Language Service Provider may not be held liable for the translation of special terms and terminologies featured in the document to be translated that have not entered the public domain (see Section 3.5).
- 7.2. The incorrect translation of special terms — in particular special terms used in the given sector or within the company of the Principal — shall not be regarded as a translation deficiency, except, if the Principal had provided a consultation opportunity for the Language Service Provider, and the Language Service Provider failed to take advantage of this opportunity.
- 7.3. The Principal understands that the requirements set against revised/reviewed and non-revised/non-reviewed translations are different, and as such, quality complaints may only be regarded as justified if the quality of the translation is below the quality level that can be reasonably expected from the service ordered (see 2.7).
- 7.4. If the Principal orders an express translation, but does not order revision/review, that necessarily precludes the Language Service Provider's ability to subject the translation to its usual high-quality checking procedure. In this case, the Language Service Provider shall not be held liable for any eventual inaccuracies in the translation, albeit it shall handle the translation with the same level of care and attention as it would handle any other translation jobs.
- 7.5. The Principal shall have the right to lodge a complaint about the quality of any written services immediately after the performance of the service, but no later than the payment deadline specified on the invoice issued for the service performed. The entitled party shall be held liable for any damage arising from late disclosure.
- 7.6. In case of interpreting orders, any quality-related complaints shall only be valid if communicated to the Language Service Provider within 48 hours of the closing time of the interpreting event. In case of complaints about the interpreting services performed, the Principal shall support its complaint with three congruent, objective written opinions — with the names of the persons providing the opinion — about the deficiencies of the service provided. If there were fewer than three persons present at the interpreting event, the complaint shall only be considered valid if every attending person has provided his/her opinion in writing. In the absence thereof, the Principal shall pay the full amount featured on the invoice of the Language Service Provider.
- 7.7. In case of written services, the Principal shall give the Language Service Provider opportunity and sufficient time to investigate the objection, and correct any potential shortcomings. If the Principal has failed to do so or has mandated a third party to address the shortcomings, the Language Service Provider shall be exempted from its obligation to correct shortcomings.
- 7.8. If the Language Service Provider has addressed the shortcomings within a reasonable time, the Principal shall pay the full amount stated on the Language Service Provider's invoice.
- 7.9. If the Language Service Provider does not correct the shortcomings until the deadline specified by the parties, the Principal may cancel the agreement, or request a reduction of the remuneration. The Principal shall not be entitled to cancel the agreement if the deficiency is insignificant. A deficiency is insignificant if there are no translation omissions in the text that alter the meaning of the text.
- 7.10. The Language Service Provider shall not be held liable for any translation errors that arise from any ambiguities, mistakes, omissions in the text submitted for translation, however, it shall inform the Principal of any



mistakes/deficiencies discovered in the source text as soon as possible, but no later than at the time of the delivery of the translation.

- 7.11. The Principal may validate their warranty claims related to the services of the Language Service Provider provided in writing within a statute of limitations of three months from the date of the performance of the service. Quality complaints and claims within the warranty period can be submitted to the Language Service Provider in writing, along with the appropriate supporting documentation.
- 7.12. Warranty claims for handwritten or hardly legible texts may not be validated.
- 7.13. In case of interpreting assignments, no warranty claims may be validated for the interpreting of texts delivered in a language differing from the language pair agreed, above the normal pace of speech, or broadcasted under poor technical conditions (significantly limiting the appropriate use of the interpreting equipment), or for the interpreting of texts that are unintelligible even in the source language.

## **8. Data Management, Confidentiality Obligation**

- 8.1. The original handwritten, printed documents or documents recorded on a data storage device made available to the Language Service Provider shall be returned to the Principal at the time of the delivery of the translation. If the Principal does not need the original document, it shall issue a written statement on the handling of the original document at the Language Service Provider's request. If the Principal fails to reply within 5 business days of the Language Service Provider's request, the Language Service Provider shall archive the original documents for at least 1 year, and then destroy them.
- 8.2. The Language Service Provider and the Principal undertake to treat any business or official secrets, data or other information learned by them during the performance of the order — in connection with each other's activities and interests — as confidential, and not to disclose, not to make these data or information available to third parties either during the performance of the order, or thereafter, or not to use them for their own purposes. The confidentiality obligation shall be applicable to the internal translators of the Language Service Provider as well as the subcontractors involved in the performance. The confidentiality obligation does not apply to data and information (i) that were already in the public domain, or public at the time when the confidential information was disclosed, or subsequently entered the public domain or became public, but not as a result of a breach of confidentiality by any person; or (ii) are public according to the law, the authority, or court measure.

## **9. Indemnification**

- 9.1. The liability of the Language Service Provider, its members, subcontractors, and employees may not exceed the smallest of the following amounts under any circumstances, except for statutory exceptions: (i) the fee actually paid by the Principal based on the order, or (ii) the amount of the actual damage. The actual damage does not include the following: (i) lost profit, goodwill, business opportunities, or expected savings (even if the loss was actually foreseeable), (ii) data loss, or damage, (iii) indirect (consequential) damage, or loss, and (iv) damage or loss arising on the basis of a third party claim.
- 9.2. The Principal may only launch legal proceedings aimed at enforcing a claim based on the fulfilment of services against the Language Service Provider if it has given prior notice of such intent. Legal proceedings may be launched within two months after the party giving notice has gained knowledge, or should have duly gained knowledge of the other party's liability or of the underlying fact of its alleged liability, but no later than within three months of the occurrence of the alleged breach of contract, negligence, act, or omission.

## **10. Payment**

- 10.1. The Language Service Provider shall issue an invoice payable by bank transfer for the service performed, the payment deadline of which — unless agreed otherwise — shall be 14 calendar days from the issue date of the invoice. The Language Service Provider shall send the invoice to the Principal via post or as an e-invoice. Upon the request of the Principal, the Language Service Provider may issue a cash invoice to be paid in cash. If case of payment by bank transfer, or a deposit made at bank branch office, the number of the relevant invoice shall be indicated in the remarks field.



10.2. The Language Service Provider is entitled to request payment in advance in the first three months calculated from the date of the first order. The Language Service Provider starts the completion of the service after the invoice has been settled. In the event of late payment by the Principal, the Language Service Provider shall reserve the right to suspend the performance of any other translation or interpreting orders not yet delivered until proof of financial performance is available. The Principal acknowledges that in the case of services to be performed in writing, the performance deadline may be extended by the duration of the payment delay. Late payment by the Principal precludes any delay by the Language Service Provider.

10.3. In the event of late payment by the Principal, the Language Service Provider shall be entitled to issue an invoice on the applicable prevailing rate of default interest, which the Principal shall pay by the specified payment deadline. The rate of default interest shall be twice the current central bank base rate. Late payment interest is due from the first day of arrears.

## **11. Intellectual Property Rights**

11.1. The Language Service Provider's service provided in the context of the order, and the outcome of the service, alongside all material, translations, documentation, works, and information created by it in the context of the order and delivered to the Principal constitutes intellectual property, and the Language Service Provider owns all pertaining rights and is exclusively entitled to use these elements. The Parties agree that with respect to the translation delivered to the Principal (in hard copy, on a computer disk, by email, or through any other method) and governed by the provisions of the order, the Language Service Provider grants a nonexclusive right of use to the Principal subject to the full settlement of the consideration due to the Language Service Provider for the translation. The Principal is entitled to use the translation, grant permission for its further use, assign its right of use, rework the translation, or have the translation reworked, or change it in any other way. The Principal is entitled to duplicate and disseminate the translation, and to copy it using a computer or electronic data media.

11.2. The Principal consents to the Language Service Provider using the work completed based on the order as a reference, to cite the work, and to mention the Principal.

11.3. The Principal shall not record any visual or audio material of the interpreting without the Language Service Provider's prior written consent.

## **12. Settlement of Disputes, Jurisdiction**

12.1. The Contracting Parties shall do everything in their power to settle any disputes regarding the Language Service Provider's services amicably. If this is not possible, the Parties shall request the Hungarian Association of Professional Language Service Providers (Proford) to appoint a 3-person impartial expert committee to settle the dispute. Related costs shall be borne by the Party whose position the committee condemns. The Parties shall accept the committee's decision as binding.

12.2. Other non-professional legal disputes arising from the contract relationship shall be delegated to the competence of the territorially competent court at the seat of the Language Service Provider.

## **13. Miscellaneous provisions**

13.1. The Principal is in a contract relationship with the Language Service Provider, therefore the Language Service Provider shall be held liable for the contractual performance of the ordered service. The Language Service Provider shall keep the personal information of the translators involved in the performance confidential, the Principal shall not come into direct contact with the translators. The Principal, as well as any other legal entities partly or fully, indirectly or directly owned by the Principal, their affiliated companies, close relatives, relatives or other persons collaborating with the Principal under or without an agreement, and the Principal's employees (hereinafter collectively: "Stakeholders") undertake to refrain from employing the Language Service Provider's employees, collaborating partners (including interpreters, translators or persons performing other tasks, irrespective of the nature of their legal relationship with the Language Service Provider), to refrain from entering into an employment relationship with them or from entering into any commercial or civil law relationship with them where the employee (collaborating partner) or his/her close relative within the meaning of points 1 and 2 of Article 8:1(1) of the Civil Code, a legal subject in which such close relative holds a majority stake within the meaning of Article 8:2 of the Civil Code or any legal subject with any other type of legal relationship with the employee is required to provide services identical or similar to the Language Service Provider's activity during the term of this contract, and for two years after its termination. Breach of this obligation



shall make the Language Service Provider entitled to claim a penalty of EUR 50,000. This does not affect the Language Service Provider's other rights to indemnification. The Principal may not ask for the interpreters' direct contact information from the interpreters, only from the Language Service Provider.

13.2. These GCTC, and any orders, and their interpretation are governed by Hungarian law.