

TERMS AND CONDITIONS
of STILUS, s.r.o.
regarding translating and interpreting services

Art. I
Introductory provisions

1. By signing an order form, the Provider undertakes to execute the agreed order by the time and according to the Client's requirements specified in the applicable order form.
2. By signing an order form, the Client undertakes to collect the executed order and to pay to the Provider the final price of the order under provisions of paragraph 2, Art. IV below. The Client may place his order by courier, e-mail, modem, fax or mail.

Art. II
Subject matter of performance

1. The subject matter of performance is the supply of translating and interpreting services, i.e. production of a translation, arrangement for interpreting and other services within the meaning of the Price List of Services (hereinafter referred to only as the "order") in accordance with the requirements specified in the order form.

Art. III
Delivery date

1. The Client shall collect the executed order by the time and in the manner specified in the order form, but no later than 10 days after the agreed delivery time.
2. If the Client refuses to collect the executed order under paragraph 1 above without giving any reason, he shall pay to the Provider a contractual penalty amounting to 1 % of the final price of the order for each day of delay, while the obligation to pay the final price shall not be deemed to have been extinguished.
3. In the event that the Client should cancel the order after it has been executed, he shall pay to the Provider 100 % of the quotation provided in the order form.
4. In the event that the Client should collect the executed order, or the executed order should be delivered, by courier, e-mail, modem, fax or mail, the Client shall confirm the receipt of such order by e-mail addressed to the Provider.
5. In the event that the Client should fail to meet the obligation referred to in paragraph 4 above within 3 days after he has received the executed order, or he should fail to give notice to the Provider, within the same period, that the order has not been delivered to him in a proper manner, the order shall be deemed to have been duly delivered to the Client.

Art. IV
Price

1. The quotation of the order shall be prepared on the basis of an estimate made by the Provider and communicated to the Client when signing the order form. The Client acknowledges that the price thus determined is just a preliminary price and he undertakes to pay the actual price of the order calculated under paragraph 2 below.
2. The final price of the order, except for interpreting services, shall be defined as the product of the number of standard pages of the translated text and the unit price provided in the order form under provisions of paragraph 1, Art. IV. A standard page under these Terms and Conditions shall mean the page comprising thirty lines of sixty characters each. The minimum number of pages charged is 1 standard page, and the final number of standard pages is rounded up to half a standard page.
3. The final price of interpreting services shall be defined as the product of the number of units, while a unit shall be understood, with respect to interpreting services, as 2 hours, and the unit price provided in the order form under paragraph 1, Art. IV.
The prices of other services specified in the order form plus the applicable VAT under special legal regulation are also a part of the final price.
4. The Client undertakes to pay to the Provider the agreed final price for the provided services on the basis of a perfect invoice issued and delivered by the Provider and having the elements required by special regulation.
5. The received invoice for all services provided by the Provider shall become due and payable 10 days of the invoice issue date.

Art. V
Defects and claims for defects

1. The executed order shall be deemed to be defective if
 - a) it has not been executed in the agreed language;
 - b) it has not been supplied to the Client by the agreed time;
 - c) it has not been unquestionably linguistically accurate;
 - d) the graphics of translation does not meet the Client's requirements specified in the written order form.

2. As regards technical texts, the Client undertakes to provide to the Provider a list of technical terms used by him in the relevant language. If the Client fails to provide such a list, any complaints presented subsequently with respect to such terms shall be disregarded.
3. If the Client proves that the executed order has any of the defects listed in paragraph 1 above, he shall have the right to be awarded a reasonable discount on the price of the order reflecting the nature and extent of the defect.
4. The Client shall claim any defects in the order with the Provider without undue delay as soon as he becomes aware of them, but no later than 6 months after he has collected the executed order.

Art. VI

Complaint procedure

1. In the event that the Provider should find the Client's claim arising from liability for defects in the executed order justified, and the Client should present the claim in the period under paragraph 5, Art. V of these Terms and Conditions, he shall have the right to be awarded a discount under provisions of paragraph 3, Art. V of these Terms and Conditions.
2. In the event that the contracting parties should enter into a dispute regarding the technical aspect of the executed order, the contracting parties undertake to resolve such dispute out of court, in the form of an opinion of an independent expert elected by agreement of the contracting parties.
3. If the dispute is not resolved by way of conciliation, the court in the place where the Provider is domiciled shall be the court of competent jurisdiction.
4. The amount of discount under provisions of paragraph 3, Art. V of these Terms and Conditions depends on the conclusions of the expert opinion under paragraph 2 above. Any costs incurred in connection with the independent expert's opinion under paragraph 2 above shall be born by the contracting party that is not successful in the complaint procedure or shared by the contracting parties in the amount determined by the result of the complaint procedure.

Art. VII

Special provisions

1. The standard delivery term for translation is 6 standard pages per business day, while a public and bank holiday does not count as a business day.
2. The failure of the Provider to execute the order by the agreed time in accordance with the order form shall be considered a delay on the part of the Provider in delivering the order, and the Client shall have the right to claim a contractual penalty from the Provider amounting to 1 % of the final price of the order for each, even incomplete, day of delay of the Provider.
3. The Client shall have the right to cancel the binding translation order, after it has been received by the Provider, provided that he pays to the Provider a part of the remuneration for the part of the text that has already been translated, but at least 10 % of the total estimated remuneration for translation.
4. The Client shall have the right to cancel the proper interpretation order, after it has been received by the Provider, free of charge no later than 72 hours before the actual interpretation. The Client shall have the right to cancel such order also at a later time, but no later than 24 hours before the actual interpretation, provided that he pays to the Provider 50 % of the total estimated remuneration for interpretation. If the Client cancels the order less than 24 hours before the actual interpretation, he shall pay to the Provider 100 % of the total estimated remuneration for interpretation.
5. The Client who has placed an interpretation order shall provide for transportation of the interpreter as regards distance of the venue of interpreting, or reimburse the interpreter for travel expenses in full. The Client shall also allow the interpreter a break of at least half an hour no later than after four hours of interpreting.
6. The Client undertakes not to contact the translator and not to make any agreements with him/her during the execution of the order. In the event of the breach of this Article, the Client shall pay to the Provider a contractual penalty of EUR 3 319,40 while the compensation for damage shall not be affected thereby.
7. The Client undertakes to inform the Provider of any new agreement with the translator.
8. The translation shall be made in one counterpart, unless otherwise stipulated in the order form..
9. The Provider shall not be held liable for damage suffered as a result of the breach of the copyright when translating and interpreting the materials provided by the Client.
10. The Provider shall not be held liable for damage suffered by the Client as a result of the failed meeting of the contractual obligations for reasons that could not be anticipated by the Provider at the time of the contractual relation.
11. The Provider also undertakes to refrain from any disclosure of information obtained in making translations or during negotiations. He also undertakes to refrain from any disclosure of materials provided to him by the Client.

Art. VIII

Final provisions

1. Unless otherwise provided in these Terms and Conditions, the legal relations of the contracting parties shall be governed by the applicable provisions of the Act No. 513/1991 Coll.
2. The wording of these Terms and Conditions shall become binding on the contracting parties upon signing the order form.
3. The applicable order may be amended or cancelled by written agreement of both contracting parties.
4. The Provider shall not be held liable for delay caused by an event of Force Majeure.
5. The Terms and Conditions of STILUS, s.r.o. are valid from January 1, 2013.