

# TERMS AND CONDITIONS

Unless the parties otherwise agree in writing, Reflex Fordítóiroda (hereinafter as Translation Agency) undertakes the fulfillment of orders subject to the following terms and conditions:

## 1. The Nature, Purpose and Scope of the Service

1.1 The primary services of the Translation Agency are: written or verbal translation, proofreading and certification.

**Written translation** shall mean all services that result in translating the source-language text saved on electronic or paper data carrier to the target-language also saved on electronic or paper data carrier.

**Oral translation** –or interpretation- shall mean all services that result in translating verbal communication uttered in the source language directly or through electronic means to the target language. During interpretation, the translated communication may be recorded electronically (e.g. tape recorder) or mechanically (e.g. shorthand) is governed by the provisions of section 7.3.

**Proofreading** shall mean the checking of a translation made by Translation Agency or other service providers for grammatical correctness and stylistic adequacy, by comparing the source-language text and the target-language text, in accordance with the rules of the living language as well as the review of technical terms used in the translation based on the terminology of the profession in question.

1.2. In case of written translation, Client is required to disclose the **purpose of the translation** in the order such as for example:

- information, internal use,
- public disclosure (publication, advertisement etc.),
- legal use (e.g. pattern procedure),
- official translation,
- certified translation,
- other purpose that the translator must take into consideration.

The **translation is official** if it is prepared by Translation Agency with proofreading on its letterhead, stapled to the original documents and affixed with endorsement and dry stamp.

1.3. Client must also disclose the nature of the task when an order for oral translation – interpretation- is submitted.

1.4. Translation Agency disclaims all liability for damage or other consequences caused by Client using the translation for purposes other than it was indicated in the order.

1.5. If Client has failed to indicate the purpose of the translation in the order, then Translation Agency shall prepare the translation to the best of its knowledge, as if Client had ordered the translation for information purposes only.

- 1.6. Translation Agency is not responsible for the translation of special technical terms appearing in the translatable document that have not yet become parts of the public domain, unless Client provided Translation Agency with such translated terms together with the order.
- 1.7. Based on a prior agreement with Translation Agency, Client may request in the order that Translation Agency process the translation with a word processor and convey it both in print and on a data carrier, or that Translation Agency archive the translation for amendments to be made in the future.
- 1.8. Translation Agency agrees to keep the document translated by it for 3 years.

## **2. Service Fee**

- 2.1. The fee of the service is always specified in Translation Agency's written quote. Binding offers can only be made in the knowledge of the source-language text.
- 2.2. During the quantitative accounting of interpretation assignments, the basic unit is the time spent on performing the assignment (hour, day or month) that includes the time of breaks, meals and -in case of working in the country or abroad- the time spent on travelling to the location, as well as the period of involuntary waiting due to the delay of the start of the interpretation work that is not attributable to the interpreter. If the assignment is performed abroad, the agency's fee is subject to the case-by-case agreement of the parties.
- 2.3. In case of written translation and interpretation orders of minor value, Translation Agency charges a minimal fee (the so-called basic fee) in order to cover its administrative costs that are not commensurate with the service fee.**
- 2.4. The quote of Translation Agency is only valid in writing (letter, e-mail or fax) for maximum 1 month counted from the date of the quote, provided that the quote does not include a different term of validity.
- 2.5. In case of proofreading translations made by others, if the quality of the translation so requires, Translation Agency shall be entitled to charge the relevant translation fee.
- 2.6. Client may ask that Translation Agency amend the already completed and delivered translation, and if the amendments are not indicated clearly in the text –relative to the previous version- then Translation Agency shall be entitled to charge proofreading fee based on the entire text.  
If Client only requests the transcription of the amendments and those are clearly indicated in the document, Translation Agency will only translate the highlighted parts and bill Client for the translated parts and its incidental services.

### **3. Performing Assignments**

- 3.1. If the day/hour of the performance is an essential part of the order, Client must disclose this fact in the order.
- 3.2. Meeting the performance deadline is conditioned on Translation Agency receiving all documents necessary for preparing the translation in accordance with the order. If this condition is not fulfilled, the performance deadline shall be extended by the period of the delay.
- 3.3. Client and Translation Agency will agree on the method and place of performance on a case-by-case basis. In the absence of an agreement, performance will be rendered (and the completed translation will be transmitted) the same way as Client sent the original document to Translation Agency.  
In case of postal dispatch, Translation Agency shall send the document at Client's cost as certified mail. The risk of the above shall be borne by Client.  
If the translation is sent electronically, Translation Agency shall make all efforts to ensure that Client receive the e-mail by the relevant deadline without any damage to the attached translation, but only undertakes liability for dispatching the e-mail that contains the file that includes the translation as attachment in intact condition.
- 3.4. Translation Agency will send the prepared translation to Client, or alternatively Client may collect the completed document/record in any offices of Translation Agency.  
Client is obligated to pay the entire invoice amount even if Client fails to collect the prepared translation despite the written notice of Translation Agency. Written notice will be provided after the passing of 15 days following the performance deadline.  
Should Client fail to collect the translation within 8 calendar days of the receipt of the written notice, as proven by delivery confirmation, Translation Agency will send Client the translated material, together with the original document and invoice issued on the fee of the performed services, by mail with delivery confirmation. In such cases, Client shall be obligated to settle the invoice of Translation Agency as if he had received the translation in the Translation Agency.

### **4. Canceling Orders**

- 4.1. In case of written service, Client may cancel the order without consequences, if the performance of the service had not commenced in any fashions at the time when the loss was interest was communicated to Translation Agency.  
Otherwise, Client shall pay the fee of the service that had been performed up to the time of cancelling the order.
- 4.2. In case of interpretation or onsite technical translation service, Client may cancel the order without financial consequences not later than 2 business days prior to commencing performance.  
If the order is canceled within 2 business days prior to commencing performance, Client shall be obligated to pay 50% of the expected fee (for one-day assignment) or

the service fee due for the first day of the performance (for assignment of multiple days).

## **5. Quality Compliant and Warranty**

- 5.1. Translation Agency shall prepare the translation in a quality that fits the particular purpose specified by Client. Translation Agency is not obligated to translate technical terms and special expressions appearing in the translatable document that have not yet become parts of the public domain (see section 1.6.).
- 5.2. Client may raise complaints regarding the quality of the translation within two weeks of receiving the translation, at the latest, and in case of interpretation assignments, during performance or within 3 calendar days following performance, at the latest. Translation Agency excludes any liability for damage caused by the delay of submitting complaints.  
Quality complaints and warranty claims must be submitted to Translation Agency in writing supported by appropriate evidence.
- 5.3. In case of written service, Translation Agency must be afforded sufficient time for remedying any deficiencies. If Client denies to allow sufficient time or ask a third person to make corrections, Translation Agency's obligation to remedy shall be discharged.
- 5.4. In the event that Translation Agency remedies the deficiency in question by the available deadline, Client shall settle the invoice issued by Translation Agency in full.
- 5.5. In case of interpretation assignment, Client must support his reclamation claim brought for deficient translation by three concurrent, impartial opinions including names. In the absence of such evidence, Client shall pay the invoice of Translation Agency in full.
- 5.6. If Translation Agency fails to remedy the deficiencies by the adequate extended deadline, Client may rescind the contract or request fee reduction. In case of minor errors, Client may not exercise the right to rescind the contract. The error is minor if no translation mistakes confusing the meaning of the text are found in document.
- 5.7. In case of translation designed for print or other publication Translation Agency is only responsible for potential translation deficiencies, if Client proceeded in compliance with section 1.2., and if Translation Agency had a chance to check proof-sheets or otherwise carry out author's review. In the latter case, Translation Agency will not charge for the review.
- 5.8. Warranty claims may not be brought pertinent to texts that are handwritten, hard to read, illegible or lack meaning. The text is hard to write, if it predominantly includes tables, formulas or indexes, or if a different alphabet must be used to transcribe the text (e.g. Latin or Cyrillic).

- 5.9. In case of verbal translation, warranty claims may not be brought relevant to interpreting communication made in a special dialect, or that exceeds the speed of normal speech, or is transmitted under bad technical conditions (which reduce the frequency range of the perception of the human ear by more than 30% or otherwise greatly limit the usability of the device), or in case of texts that cannot be construed in the source language either.
- 5.10. Stylistic corrections (modifications), incorrect translation of special technical terms (in particular terms used in the industry or within Client's company), or failing to translate abbreviations -provided that their explanation was not provided by Client to Translation Agency at the time of submitting the order- may not be recognized as translation deficiencies.
- 5.11. Translation Agency undertakes no liability for transcribing foreign names and addresses with non-Latin letters or from non-Latin letters. In such cases, we advise Client to provide the transcription of names and special denominations capitalized with Latin letters on a separate sheet.
- 5.12. Translation Agency disclaims responsibility for the incompatibility of the translation - that was prepared with a word processor specified in advance in the order, or with unspecified word processor and delivered on data carrier- with Client's IT equipment. At the request of Client, Translation Agency will archive the translation on data carrier by exercising the highest level of care, but will deny all claims brought by Client for damage caused by data loss.
- 5.13. If Client orders the translation with priority but without proofreading, this will necessarily prevent Translation Agency from taking the high-level control measures that are part of its customary practice. In such cases, Translation Agency excludes liability for any inaccuracies in the translation, but will prepare the translation with the utmost care and attention.
- 5.14. Numbers are reproduced based on the manuscript. Translation Agency excludes liability for the conversion of numbers, dimensions, currencies and similar figures.
- 5.15. Translation Agency is obligated to prepare the translation with due care, but is not liable for meeting the subjective expectations of Client.
- 5.16. Translation Agency disclaims liability for translation errors caused by mistakes, omissions or ambiguities in the delivered text, or by the fact that the text cannot be interpreted in the source language.
- 5.17. Manuscripts, documents delivered in paper format or on electronic data carrier by Client to Translation Agency and similar records shall be returned to Client when the translation is handed over.
- 5.18. Translation Agency agrees to oblige all of its employees and subcontractors having access to the translatable documents or the completed translation undertake confidentiality obligation relevant to all information acquired in the above fashion.

## **6. Liability for damages**

Translation Agency is responsible for all damage caused to Client by the provided service in accordance with the general rules of the civil law. Translation Agency is not required to provide compensation for the part of the damage that resulted from the conduct of Client. The liability of Translation Agency may not extend the amount of the service fee.

## **7. Payment**

In the absence of an agreement to the contrary, payment is made by bank transfer. Client and Translation Agency agree on the payment deadline on a case-by-case basis.

Translation Agency is entitled to demand advance or interim payment, or to claim the entire service fee in advance in case of new, less-known, or formerly inaccurately paying clients, or in case of orders of major value.

The service provided by Translation Agency qualifies as intellectual property.

Translation Agency reserves all rights to use its intellectual properties until the full settlement of the invoice. License to use such intellectual property is only considered granted upon the full settlement of the invoice.

In case of payment default, Client shall also pay default interest as it may be from time to time.

If Client defaults in payment, Translation Agency reserves the right to suspend the fulfillment of other translation orders at Translation Agency until rendering financial performance. This provision also applies to those orders of Client that are subject to fix delivery deadlines agreed upon by the parties.

## **8. Dispute resolution, judicial competence**

8.1. The contracting parties will make all efforts to settle their disputes concerning the services of Translation Agency by amicable negotiations. If, however, the above is not possible, the Parties will request Hungarian Agency for Translation and Attestation Ltd. to appoint a 3-member, impartial expert committee for deciding the dispute. The relevant costs shall be borne by the party whose position is rejected by the committee. The parties accept the decision of committee as binding.

- 8.2. Other non-professional legal disputes pertinent to the contract shall be decided by the Miskolc Regional Court which is competent at the registered office of Translation Agency.

Miskolc, 1 September, 2015

Lajos Énekes

Managing Director