

Terms of Procurement

These Terms of Procurement (TP) lay down the conditions of orders given by Reflex Translation Services (hereinafter referred to as: Principal) for translation, interpretation, proofreading and review assignments. The provisions of the TP are obligatory for Principal and the hired subcontractors (hereinafter referred to as: Agent) alike.

1. Principal commissions Agent on a case-by-case basis to carry out translation, interpretation, proofreading or review assignments. Principal undertakes no obligations as to the quantity, frequency or value of the provided assignments.
2. In consideration for the work completed by Agent, Principal pays the fee that has been jointly established and mutually accepted by the parties.
The agency fee is payable with 30 calendar days of the receipt of Agent's invoice, at the latest, in cash or by bank transfer. The parties may only deviate from this provision in writing. Agent is not entitled to claim any cost reimbursements beyond the agency fee.
3. Agent shall be obligated to perform the assignment in accordance with the interest of Principal and the third-party client submitting the order, at the highest level expected of Agent, by exercising due care and with special regard to the deadline (or interim deadlines, if any) of the assignment, and in case of written assignments (translation, proofreading or review) the previously discussed formal requirements.
4. By accepting the assignment, Agent warrants that he is in possession of the linguistic and professional skills and is familiar with specialized terminology necessary for the translation /proofreading / review of the technical text, or for the interpretation of the verbal communication that forms the subject of the order.
5. Should Agent be unable to meet the requirements stated in section 4. of the TP for any reasons known at the time of accepting the assignment, Agent shall promptly, but not later than on the business day following the receipt of the assignment, notify Principal accordingly.
6. Agent bears financial liability for failing to comply with the provisions of section 4. of the TP or for failing to provide notice under section 5. of the TP. Agent's financial liability may not exceed amount of the agency fee.
7. In case of quality complaints, Principal and Agent will request a mutually accepted external expert to evaluate the quality of the translation. If either party is unsatisfied with the decision of the expert, he may seek judicial remedy.
8. Should Principal and the third party (who ordered the project, or the end-user of the project) have a dispute regarding the quality of the performance, Principal shall inform Agent of this fact without any delay. If in a court procedure brought by a third party against Principal based on Agent's defective performance, the final decision of the court holds Principal accountable and obligates Principal to pay damages, Agent shall

be obligated to compensate Principal for the damage sustained. If Agent fails to provide compensation to Principal, Principal may seek judicial remedy.

9. The Parties agree to manage all data and information acquired in connection with the performance of the agency in confidence, including but not limited to the following:
 - the method and circumstances of performance,
 - the agency fee,
 - the presumed or true person of the client, or end user who ordered the service that forms the subject of the assignment, as well as his contact details,
 - all data included in the documents that were provided/sent in the course of performing the assignment.

The parties' confidentiality obligation is general and is imposed on the parties regardless of whether they advised each other of the necessity to manage confidentially all information pertaining to the assignment.

10. Work methods and procedures potentially disclosed to Agent for the performance of the assignment in question and the delivered written sources and software can only be utilized for Principal, and Agent may not give information thereon to third parties and may not deliver or use those to or for the benefit of third parties.
11. Agent undertakes not to abuse in any fashions any data or information relevant to the client or the end-user that Agent obtained during the performance of the assignment. Agent further undertakes to only provide services directly to the (presumed or real) party who ordered the service that forms the subject of the order, or to the end user, with the prior written approval of Principal.
12. The parties may only diverge from the provisions of these Terms of Procurement in writing.
13. Questions not regulated in these Terms of Procurement shall be governed by the relevant provisions of the Civil Code.

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Refex Translation Services