

GENERAL TERMS AND CONDITIONS OF BUSINESS

The General Terms and Conditions of Business, hereinafter referred to as T&Cs, as presented below, form an integral part of every contract concluded with Fabryka Tłumaczeń s. c. Magdalena Haręźlak, Urszula Kaczyńska in an oral form, over the telephone or in writing. The T&Cs are acknowledged unless special terms and conditions have been agreed in writing.

Art. 1 Provision of services

These T&Cs determine the terms and conditions of cooperation between Fabryka Tłumaczeń s. c. Magdalena Haręźlak, Urszula Kaczyńska, hereinafter referred to as the Agent, and businesses or individuals hereinafter referred to as the Principals, in the area of services provided to the Principal by the Agent.

Art. 2 Subject of services

1. The services provided by the Agent comprise broadly defined translation and interpreting, that is, non-certified translation, certified translation, non-certified interpreting, certified interpreting and simultaneous interpreting and additional services including: proofreading and revision of texts, providing equipment for interpreting (mostly simultaneous interpreting).
2. The scope of service and detailed terms and conditions of performance are set out in a quotation prepared at any time for the Principal.

Art. 3 Service performance assignment and deadline

1. The Agent and the Principal shall agree upon the terms and conditions of performance of the specific assignment on a case-by-case basis in person or by e-mail, however, at all times in writing and send them to the Principal for final acceptance.
2. All assignments received from the Principal shall be completed by the Agent after a written confirmation of the service assignment (purchase order) in a form of accepted quotation terms and conditions.
3. The dates indicated in the purchase order are binding if the signed purchase order in the form of accepted terms and conditions is delivered to the Agent on a date determined in the quotation.
4. If the Principal fails to deliver a signed purchase order within the term agreed between the Parties, the Agent shall be entitled to appoint a new deadline.

Art. 4 Service price

1. The total value of the service shall be determined by the Agent on a case-by-case basis according to a cost estimate prepared based on the Price List applicable on the date of the purchase order.
2. By signing the quotation or sending via e-mail its consent to the terms and conditions proposed, the Principal accepts the cost estimate.
3. The final price can differ from the cost estimate (it can be either higher or lower). The value of the assignment shall be estimated based on the texts received (number of characters including spaces). The final price shall be the amount for the translation output, that is, the actual number of characters including spaces in the target text.

Art. 5 Service performance

1. The Principal acknowledges and accepts that translation rendered at „accelerated” and „express” speed is not subject to proofreading, thus the texts can contain inconsistent terminology.
2. The Principal acknowledges and accepts that the translation output is not prepared for publication and the preparation of the text for publication requires additional arrangements to be made with the Agent.
3. If the Agent obtains documents or materials for translation to be returned with the translation, the Agent shall mark this in the quotation and afterwards confirm that such documents and materials have been returned upon the receipt of the translation by confirming their receipt on the quotation.

Art. 6 Complaints

1. The Principal is required to inform the Agent in writing about any defects in translation immediately upon discovering such mistakes; however, not later than within 14 subsequent calendar days from the date of acceptance of the translated text.
2. After the lapse of the term referred to in par. 1 all entitlements of the Principal due to defective performance shall expire.

Art. 7 Copyright

The author's economic rights to the translation shall be conferred upon the Principal immediately after paying the full amount of remuneration arising out of a VAT invoice issued by the Agent.

Art. 8 Exclusivity and responsibility, rescission

1. The Principal shall have to the right to rescind the contract against a rescission fee payable to the Agent:
 - a) in case the subject of the assignment was interpreting and the contract was rescinded:
 - at least 3 working days before the date on which interpreting was to take place - 10% of the remuneration agreed for the specific assignment.
 - at least 1 working day, however, not more than 2 working days before the date on which interpreting was to take place - 20% of the remuneration agreed for the specific assignment. The fee shall be increased by the amount equivalent to the costs incurred by the Agent until the date of the Principal's rescission notice in connection with the performance of service, and in particular the rental charges for the premises and equipment.
 - b) in case of translation - a rescission fee corresponding to the value of translation at the current stage of progress as at the moment of receiving the rescission notice.
2. The Agent's maximum liability for any damage suffered by the Principal in connection with performing the service shall in no event exceed the net value of an assignment.

Art. 9 Miscellaneous

1. The place where the contract between the Principal and the Agent has been entered into shall be the Agent's registered office.
2. In matters not regulated by these T&Cs, relevant provisions of the Polish Civil Code shall be applicable.
3. Any disputes between the Parties as to defects in services provided by the Agent shall be settled amicably, and where such amicable settlement cannot be reached - by a competent court having jurisdiction over the Agent's registered office.
4. The T&Cs shall become binding for the Parties upon signing of the purchase order.
5. The Principal shall give its consent to provide the information about the fact of co-operation with the Principal to other parties.
6. Any amendments to these T&Cs must be made in writing only or otherwise they shall be null and void.

These T&Cs shall take effect from 24 November 2015.