

# **GENERAL TERMS**

## **For interpreting services performed by "Prevodacheska kashta SKRIVANEK"OOD**

### **I. GENERAL TERMS AND SUBJECT**

1. These General Terms define the relations These General Terms regulate the relations between "Prevodacheska kashta SkrivaneK" OOD, here on referred to as SKRIVANEK, and Bulgarian as well as foreign persons and legal entities, here on referred to as clients, with regards to performing interpreting services.

2. SKRIVANEK is obliged to perform one or more of the following services:

- a) Consecutive interpretation
- b) Simultaneous interpretation.
- c) Concordance of translation technology
- d) Turnkey conference
- e) Export text from audio and video record
- f) Dubbing, etc.

3. In its relations with the clients SKRIVANEK is governed by the following set of principles:

- a) Execution of the services offered at high professional level and in accordance with the conditions negotiated with the respective client;
- b) Treating as confidential all the information provided by the client in connection with the execution of the services;
- c) Abiding to the interests of the client to the greatest extent possible during the execution of the assigned order;

4. SKRIVANEK performs its services in accordance with the System of Quality Management ISO 9001:2001 System of Information Security ISO/IEC 27001:2005 System of Translation Management EN 17100:2015 and System of Environment Management ISO 14001:2004 that is introduced into the company.

### **II. DEFINITIONS**

5. The terms and concepts used in the present General Terms have the following content:

- a) Client – check Article 1;
- b) Request – check Article 9;
- c) Order – all documents, agreement, request, referential materials, translator's evaluations, etc., connected to the event of the client per concrete agreement;
- d) Consecutive interpretation – oral translation, where the interpreter performs translation between two languages at relatively equal intervals of time, after he / she has heard a logically phrased part of the speech of one or more people speaking the languages included in the respective language combination;
- e) Simultaneous interpretation – oral translation where the interpreter performs translation between two languages simultaneously with the speech of one or two people speaking the languages included in the respective language combination;
- f) Language combination – the two languages the interpretation is preformed between;
- g) Interpretation hour – a time interval of 60 minutes during which interpreter is at the availability of the client and is thereby obliged to interpret in the

language combination chosen by the client, or is in a break/pause in accordance with these General Terms.

h) Contact person – a person that represents the client by the power of a legal regulation, letter of attorney, or is stated in the purchase order for concluding the agreement as a person entitled to represent the client and perform legal actions on his/her behalf regarding the respective order;

i) Working hours of SKRIVANEK - from 09.00 a.m. to 7.00 p.m during the days stated as working days as per the Bulgarian legislation;

j) Offices of SKRIVANEK office situated in the city of Sofia, 90 "Vassil Levski" Blvd. and office situated in the city of Plovdiv, 11 "Mladezhka" Str.;

k) Days off – Saturdays and Sundays, where there is no substitution of the days off set by the respective state authority as per the provisions in the Bulgarian legislation;

l) Holidays – official holidays as per the Bulgarian legislation;

m) Type of event - a meeting of friends, accompanying in an informal setting, business negotiations, work meeting, press conference, presentation, training, seminar, conference, accompanying before official institutions (state or municipal authorities, non-governmental organisations, etc.), legal proceedings before the state or local authorities or else.

### **III. CONCLUDING AN AGREEMENT FOR INTERPRETATION**

6. SKRIVANEK concludes a written agreement with the client for written translation and/or additional services.

7. At the contraction, the client should establish his/her identity:

a) For a person – by the means of a valid identification document, in accordance with his/her citizenship and

b) For a legal entity – with documents that establish its existence as a legal entity and the person that represents it; these documents should be in accordance with the legal order of the state where the legal entity is registered or where its managements address is.

8. SKRIVANEK could, if necessary, require other documents to be provided by the client.

9. The agreement is to be concluded through the means of a purchase order (form) by a template, set by SKRIVANEK that contains identification data of the parties, correspondence address, telephone, type, preliminary quantity and reference price for the order, type of the interpretation and language combination, event details (date, starting and end hour, venue, topic and number of participants), special purpose of the interpretation, requirement the interpretation to be performed by a sworn translator, and means of payment

10. If no contact person is stated in the purchase order, a contact person is considered the person who has signed the agreement

11. In case no address for correspondence is stated in the purchase order, the management address is considered a correspondence address or, for the persons - their address

12. The agreement is considered as concluded at the moment the filled in purchase order is signed by the client and by SKRIVANEK.

13. The written form as per the previous item is considered to be adhered to should the parties have exchanged filled and signed forms via fax or scanned filled and signed forms via e-mail.

14. SKRIVANEK has the right to refuse to conclude the agreement for performing translation services when:

- a) The client refuses to present the documents or information required by SKRIVANEK;
- b) The client has not fulfilled correctly his/her obligation as per another agreement for either translation or interpretation services, concluded with SKRIVANEK;
- c) The event, organised by the client, is an infringement of the law or contradicts the generally accepted rules of conduct or violates good manners.

#### **IV. PRICES OF THE SERVICES. MEANS OF PAYMENT**

15. The fee for the performed interpretation is set according to the price list of SKRIVANEK for an interpretation hour valid at the moment when the agreement is concluded.

16. If the interpretation is to be performed by a single interpreter and not by a team of two interpreters, according to the conditions stated as per item 43, the amount due as per the price list for the respective type of interpretation is reduced with 40 % (forty percent).

17. All values stated in the price list as well as the ones stated in the General Terms are without value added tax.

18. The types of interpretation, the respective language combination, and the kind of volume of the order are to be considered when setting the fee for the interpretation service.

19. When an express order is concerned, the fee for the interpretation service for the first day of the performance is set as per the fees for a quick service, with a surcharge at the amount of 50 % (fifty percent) should the agreement be concluded the previous day before the day preceding the interpretation at the latest and 100 % (a hundred percent) should the agreement be concluded at the day of the beginning of the interpretation.

20. Regardless of the type of order, the interpretation hours are charged with a surcharge of 75 % (seventy-five percent) – for days off and 100 % (a hundred percent) - for holidays.

21. The value of the actual hours of work as per the conditions of item 73 is:

- a) For the first hour – the value of one interpretation hour;
- b) For the first and third hour – twice the price of one interpretation hour and
- c) Or the fourth and every following hour – three times the price of on interpretation hour.

22. The actual hours of work, in the event of a change of interpreter as per item 121, are charged with a surcharge in the amount of 100 (one hundred percent), should the claim prove to be without any ground.

23. When the agreement is concluded, the reference value of the interpretation service is stated, it is calculated on the grounds of the volume of the order stated by the client, as the surcharges as per items 19 and 20 are taken into account as well.

24. The final price of the interpretation service is calculated according to the actual volume of the order, as all the surcharges stated in these General Terms are taken into account as well.

25. The payment of the reference price stated in the purchase order for the assigned interpretation services is to be made in advance with the concluding of the

agreement. After the final delivery of the order, a levelling payment is to be made.

26. If the price of the order is higher than 500 (five hundred) levs, the client has the right to make the payment in two parts.

a) the first payment should be in the amount no less than 50 % (fifty percent) of the reference price of the interpretation service – in advance at the signing of the agreement and

b) The second payment in the amount of the remaining fee according to the final value of the interpretation service - within three days following the delivery of the order.

27. The client should make the levelling payment or the second payment within three days following the final delivery of the order.

28. When the client owes forfeit and/or interest, they are to be paid together with the levelling or the second payment.

29. If the final value of the sum of money paid in advance exceeds the value of the services, the difference is to be returned by SKRIVANEK on the day of delivery of the order the same way the client has paid the price.

30. When a claim is to be settled as per section VIII „Claims. CLAIM PROCEEDINGS. And the value of the interpretation is to be reduced; SKRIVANEK is obliged to return to the client the overpaid sum of money within three days the same way the price has been paid.

31. SKRIVANEK is obliged to refund the deposit for the expertise as per the conditions of item 119 within three days the same way it has been paid by the client.

32. Before the payment of the sums as per items 29 - 31 SKRIVANEK deducts the amounts of money that are owed to it.

33. All the payments are to be made cash in the office of SKRIVANEK or through bank transfer.

34. In the event of bank transfer as a day of payment is considered the day when the account of SKRIVANEK is certified with the respective amount.

35. For the performed interpretation services SKRIVANEK issues official report documents as per the Act of accounting and the Act of value added tax.

## **V. TYPE AND VOLUME OF THE ORDER**

36. The type of the order is defined at the moment when the interpretation agreement is concluded as follows:

a) Standard order – then the interpretation agreement is concluded more than 10 (ten) days before the initial date of the event.

b) Quick order – then the interpretation agreement is concluded more than 10 (ten) days before the initial date of the event.

37. The volume of the order is defined on the base of the engaged interpreters as well as on the base of the quantity of interpreting hours.

38. The number of the interpreters engaged is defined on the base of the type of interpretation ordered, type of the quantity of language combinations stated, the nature of the event as well as the preliminary stated number of interpretation hours.

39. The number of the interpreters engaged cannot be smaller than the one set in these General Terms.

40. The consecutive interpretation is performed by a team of two translators.

41. Should a sworn translator be present in a legal proceedings before either state or local authorities, the consecutive interpretation is to be performed by a single

interpreter.

42. The simultaneous interpretation is to be performed by a team of two interpreters for each language included in the respective language combination that interpretation will be performed into.

43. The number of interpreters defined upon the rules as per the previous items may be reduced if SKRIVANEK decides that the nature of the event, the specific conditions that it would be held in (duration of the interpretation, the extent to which the interpreters would be engaged, etc.) would allow that.

44. The rules for reducing the number of the interpreters engaged are applied separately for each language combination.

45. The minimum order volume is one interpretation hour.

46. In the cases when the event is to be held outside the cities where SKRIVANEK has an office, the minimum volume of the order is considered 8 (eight) interpretation hours per every of the interpreters engaged.

47. When more than one interpretation hour is included in the order volume, the time after the first interpretation hour of each one of the interpreters engaged is estimated on the basis of the actual work-off interpretation hours.

48. For a worked-off interpretation hour is considered each time period with duration more than ten minutes when interpretation has been performed. The first 10 (ten) minutes does not count.

## **VI. PREPARATION FOR INTERPRETATION**

49. The client is obliged to provide to SKRIVANEK no later than 5 (five) days of the beginning of the performing of the interpretation service, and when an express order is concerned, at the day of the interpretation assignment, complete and precise information regarding the topic of the event planned, the names and official positions of all participants, and when specialized terminology is concerned - reference materials, in both languages, if possible.

50. In the case of events with preliminary set programme and/or written materials, the client is obliged to provide to SKRIVANEK additional information regarding the agenda or a plan of the event and drawn-up work materials, as well as any other materials, in both languages if possible, that would be presented at the event and/or will help the interpreters engaged in the performance of their duties.

51. The information and materials as per the previous items is to be provided to the interpreters by SKRIVANEK.

52. SKRIVANEK treats as confidential all the provided materials as well as any other information received in connection to the order.

53. Should the event be held outside the cities where SKRIVANEK has functioning offices, the client is obliged to organise and provide the interpreters engaged at his/her own expense transportation to the venue, as well as accommodation for a overnight stay and meals.

54. When defining the specific type of transportation, the client is obliged to take into consideration the remoteness of the area where the translation is to be held and to coordinate that with SKRIVANEK.

55. Should the remoteness of the event venue is up to 50 (fifty) kilometres of a city where SKRIVANEK has an office, the two-way travelling is to be made on the day of the beginning and on the day of the ending of the event.

56. Should the remoteness of the event venue is more than 50 (fifty) kilometres of a city where SKRIVANEK has an office, the two-way travelling is to be made on the day

before the day of the beginning and on the day following the day of the ending of the event.

57. The client should provide appropriate accommodation of the interpreters engaged for the whole event duration, including the days for travelling.

58. Each interpreter has the right to a separate room with toilet and bathroom at the hotel where most of the participants in the event are accommodated.

59. The client has to provide meals to the interpreters for each day, including the days for travelling.

60. The client may request from SKRIVANEK to organize the transportation, accommodation and meals for the engaged interpreters.

61. In cases as per the previous item, the client has to pay the value of the respective expenses as per the average market prices of the populated area where the event is being held.

62. The client is obliged to provide to SKRIVANEK the opportunity to examine the technical equipment in terms of its completeness and technical condition.

63. Should any defects be discovered during the examination as per the previous item, the client is obliged to remove them immediately, no later than the beginning of the event.

64. The client does not have the right to replace the already examined technical equipment without the prior consent of SKRIVANEK.

## **VII. EXECUTION**

65. SKRIVANEK performs the interpretation with its own employees and/or with subcontractors.

66. When the interpretation is wholly or partially assigned to subcontractors, SKRIVANEK bears the responsibility for their actions as if they were its own.

67. The interpretation should start on the day and time agreed by the parties.

68. As per the rule stated in the previous item there is a possible deviation within 15 (fifteen) minutes from the start hour of the event.

69. The interpretation is to be performed at the venue agreed by the parties.

70. The client may, no later than 24 hours before the start of the event, notify SKRIVANEK for the change of the venue within the previously stated populated area and in the same or better conditions of performing of the translation.

71. The translation is to be performed within the previously stated interpretation hours.

72. If the event is not over by the previously stated interpretation hours, SKRIVANEK provides continuation of the interpretation for one more interpretation hour.

73. The interpretation may continue after the time as per the previous item has elapsed, provided that its total duration does not exceed 10 interpretation hours for the respective interpreter and/or interpretation team and each of the interpreters engaged has expressed written consent for that.

74. If the event continues more than one day, the rules as per the previous items are applied for each day separately.

75. SKRIVANEK performs interpretation in accordance with the terms negotiated between the parties with the care of a good businessman.

76. The client is obliged to provide to the interpreters engaged appropriate conditions for the performance of their functions in accordance with the present terms for the respective type of translation.

77. When consecutive translation is to be performed, the client is obliged to provide to the interpreter/interpreters appropriate place among the participants in the event that would guarantee sufficient visibility and high quality of sound, and in the case of event with a large number of participants (over 12-15 people) also amplifiers (microphone, speakers, doubling).

78. When simultaneous translation is to be performed, the client is obliged to provide to the interpreters the necessary interpretation technical equipment (interpretation cabins, microphone, amplifiers, and headsets) and a technician to maintain it.

79. If during the performance of the interpretation the provided interpretation technical equipment does not function properly, the client is obliged to take the necessary actions in order ensure the timely removal of the failure.

80. SKRIVANEK has the right to refuse the performance of the interpretation services until the technical failure is removed if the failure makes the interpretation impossible or severely impedes the work of the interpreters.

81. The time while the interpreters are available to the client but do not interpret as per the previous item is considered as actual working time.

82. The client is obliged to provide normal intensity of the event.

83. The client is obliged to provide to each of the interpreters participating in the event a physiological rest with 15 minute duration for every 45 minutes of interpretation.

84. Should there be explicit consent on behalf of the interpreter for each separate instance the interpretation could be extended without a rest as per the previous item up to 90 minutes. In this case after the break the client is obliged to provide to the interpreter a physiological rest with 30 minute duration.

85. The client is obliged to provide to the interpreters engaged a rest with a meal with 90 minute duration, not later than the end of the fourth interpretation hour.

86. The client is obliged to provide to the interpreters engaged for his/her own expense tonic beverages during each of the physiological rests.

87. During the meal break the client is obliged to provide to the interpreters engaged food as per the terms that apply to the other participants in the event.

88. The client is obliged to provide to the interpreter terms for effective use of the rests due.

89. During the execution of the assigned order, the client does not have the right to negotiate with the interpreters change in the terms of the agreement without the explicit consent of SKRIVANEK.

90. In case of a contact between the client and the interpreter as per the terms set in the previous item, the client is obliged to inform SKRIVANEK for each new arrangement with the interpreter.

91. During the event an audio or video recording is allowed.

92. The client is obliged to inform in written form the interpreters engaged for the recording before the beginning of the event itself.

93. At the end of the event the client signs and hands over to each of the interpreters engaged a protocol that verifies the execution of the order.

94. If the execution of the order continues for more than one day, such a protocol is to be signed and handed out to the interpreters at the end of each day.

95. The execution protocol should contain: the date, place and duration of the event, the names of the interpreter and the language combination that he has interpreted into, the names of the person who signed the protocol.

96. The protocol needs to be signed by the client's contact person.

97. The refusal of the client's contact person to sign such a protocol needs to be verified by two of the participants in the event. In this case the order is considered to

have been executed according to the conditions appointed in the purchase order and the client does not have any objections with regards to the interpretation.

98. If the client's contact person is not present at the end of the event, or due to any other reasons is prevented from signing the protocol, the protocol could be signed by any of the participants in the event. In this case the protocol is considered to be orderly finalized, provided that the names of the person who has signed it are present in it, as well as the in what capacity the respective person was involved in the event.

### **VIII. CLAIMS CLAIM PROCEEDINGS.**

99. The client has the right to a written objection (claim) for the faults in the interpretation noted by him/her.

100. The right as per the previous item does not cover faults in the interpretation that are due to incomplete information or materials as per items 49 and 50.

101. Faults in the interpretation are:

a) There are considerable violations of the grammatical and/or stylistic rules and/or the terminology has not been used correctly and this has led to a change in the meaning of the statement.

b) There are considerable mistakes in the interpretation of the semantically independent parts of the translation and this has led to misunderstanding and/or change in the meaning.

102. The claim is to be made when the protocol of execution is signed.

103. Should the execution of the order is to continue for more than one day, the claim should be made at the signing of the protocol of the respective day.

104. When exercising his/her right to a claim, the client is obliged to state precisely the faults in the interpretation he/she claims to have discovered and to present the relative evidence.

105. The content of the statements made and the interpretations executed is to be demonstrated through the means of an audio or video recording of the event.

106. The recording as per item 91 could be used for the claim legal proceedings only if it has been made with a digital equipment (digital dictating machine or digital camera) and there is authentic data for the date and hour the recording has been made.

107. SKRIVANEK is obliged to notify the client in written form for its position as per the claim made by him/her.

108. Within 3 (three) days of receiving the refusal of SKRIVANEK to grant the claim, the client has the right to state in a written form his/her wish to present the ascertaining of the faults claimed before an expert.

109. The expert is to be determined by the client who has the right to chose him/her among the lecturers on the respective language in Sofia University "St. Kliment Ohridski" and when such an expert is not available - among persons with the appropriate qualifications in another department.

110. If the client has requested an expert opinion but has not appointed a person to perform it, the person is appointed by SKRIVANEK.

111. The remuneration for the expert is in the amount of 40 % (forty percent) from the amount of the translation, but no less than 400.00 (four hundred) levs and is to be deposited in advance in at the office or in the bank account of SKRIVANEK.

112. If the client does not make the deposit as per the previous item within 3

(three) working days after he has stated that he would like an expert opinion, the claim proceedings are terminated.

113. After the written request for an expert opinion and the deposit document for remuneration of the expert are received SKRIVANEK is obliged to hand over all the materials immediately to the appointed expert.

114. The deadline for the expert opinion is set in accordance with the volume of the audio/video materials and the complexity of the interpretation.

115. In his/her conclusion the expert has to express opinion In his/her conclusion the expert should express an opinion regarding the objections stated by showing the type of the errors discovered by him/her and defines an approximate extent to which they reflect the quality of the interpretation.

116. After the conclusion of the expert is presented, SKRIVANEK forwards it to the client immediately. SKRIVANEK is obliged to notify the client in written form for its opinion on the conclusion of the expert as per the order set in item 107.

117. Each of the parties has the right to refuse to accept the conclusion of the expert.

118. If SKRIVANEK does not have any objections toward the conclusion of the expert, it is obliged to reduce the amount of the due reward. The amount of the reduction of the reward is defined in accordance with the conclusion of the expert for the approximate extent to which the faults discovered influence the quality of the interpretation but no more than 10 % (ten percent) of the order value.

119. In this case SKRIVANEK reimburses the client for the amount of the deposit for the expert opinion.

120. When SKRIVANEK states that it does not accept the conclusion of the expert or if the client does not agree with it, the argument between the parties is to be settled with the means of arbitration as per the set of rules stated in Section XIII.

#### ARGUMENTS

121. Regardless of the other right as per this section, when stating the claim the client may require a change of one or more than one of the interpreters for the following days of the execution of the interpretation.

122. SKRIVANEK cannot refuse to substitute an interpreter if a request as per the previous item has been made.

#### IX. LIABILITY FOR NON-FEASANCE

123. When payment is delayed the party that has remised the payment owes a legal interest.

124. If, as a result of non-regulated contact between the interpreter and the client, the agreement is terminated, and the same order is assigned to the same interpreter either by the client or another person, the client owes a forfeit in the double amount of the order, but no less than 3 000, 00 (three thousand) levs.

125. When confidentiality of information received in connection with the order has been breached, SKRIVANEK owes compensation for all damages, inflicted upon the client, due to the careless conduct of its employees and/or subcontractors no less than 3 000, 00 (three thousand) levs.

126. If the agreement has been terminated as per the terms in item 133 before its execution has commenced, the client owes to SKRIVANEK forfeit for the termination as follows:

a) If the statement has been made no later than two working days before the day when the interpretation is set to begin – 10 % of the interpretation hours stated for the first day.

b) If the statement has been made in the previous working day before the day when the interpretation is set to begin – 20 % of the interpretation hours stated for the first day and

c) If the statement has been made in the previous working day before the day when the interpretation is set to begin, to 2 hours before the start time - 50% of the value of the interpretation hours for the first day.

128. If the agreement has been terminated as per the rules in item 133 after its execution has commenced, the client owes to SKRIVANEK remuneration for the actual working hours as well as forfeit for the termination of the agreement in the amount of 15 % of the approximate amount of the order.

129. If the agreement has been terminated as per the rules in item 133, the client owes to SKRIVANEK remuneration for the actual working hours as well as forfeit for the termination of the agreement in the amount of 15 % of the approximate amount of the order.

130. Each of the parties may put a claim as per the common rules for compensation of the losses suffered for a larger forfeit amount than the one stated as per the previous items.

#### **X. AMENDMENT AND TERMINATION OF THE AGREEMENT**

131. The agreement for interpretation may be amended only through the written consent of the parties.

132. If the client make the advance payment negotiated in the purchase order or the total payment, SKRIVANEK sends a written notification that if the amounts due are not paid within an appropriate period of time, the agreement will be considered as terminated.

133. The client has the right to cancel the order at all times without stating the reasons for that by the means of a one-side written statement to SKRIVANEK.

134. SKRIVANEK may cancel the execution of the order if the event, organised by the client is in infringement of the law or contradicts the generally accepted rules of conduct or violates good manners.

#### **XI. PRIVACY POLICY**

135. Through the signing of the agreement for interpretation the client gives its consent to SKRIVANEK to process the personal data received by him/her as far as this process is connected to the execution of the contract.

#### **XII. EFFECT AND AMENDMENT OF THE GENERAL TERMS**

136. The present General Terms are approved by the means of an order of the manager of Prevodacheska kashta Skrivanek # OP-030/25.06.2007 and are amended by an order of the manager of Prevodacheska kashta Skrivanek OOD # OP-081/31.01.2018.

137. They are to be displayed in a prominent position in the offices of SKRIVANEK and are published on its Internet site.

138. These General Terms are an inseparable part of the agreement for interpretation between SKRIVANEK and the client. At the signing of the agreement the

client states explicitly that he/she is well acquainted with them and agrees that these General Terms are applied toward him/her.

139. In case of a discrepancy between arrangements written in the agreement between SKRIVANEK and the client and arrangements included in these General Terms, the arrangements between the parties apply.

140. These General Terms or their separate clauses may be amended one-sidedly by SKRIVANEK.

141. The version of the General Terms that was valid at the time when the agreement was signed is applicable in the relations between SKRIVANEK and the client.

142. The amendments of the General Terms enter into force for the agreements already established from the date when SKRIVANEK has notified the client for them and he/she has confirmed accepting those in written form.

### **XIII. APPLICABLE LAW AND ARGUMENTS**

143. For the matters not settled in the agreement and these General Terms, the regulations of the Bulgarian commercial and civil law apply.

144. All arguments which have arisen between the parties with regards to the validity, invalidity, execution, non-execution, law interpretation and all other issues connected with the agreement as well as with these General Terms, are to be regulated voluntarily and when a mutual solution is not reached, are to be brought before the Commercial Arbitrary Court at the National Juridical Foundation with head office in Sofia, as the Bulgarian material and procedural law applies.