

GENERAL TERMS
For translation services
by "Prevodacheska kashta SKRIVANEK"OOD

I. GENERAL TERMS AND SUBJECT

1. These General Terms define the relations between "Prevodacheska kashta SKRIVANEK" OOD, hereon referred to as SKRIVANEK, and Bulgarian as well as foreign persons and legal entities, hereon referred to as clients, in the event of an agreement for performing of written translations and/or additional services, connected with them.

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

a) Translation - Transmission of the content of a written text provided by the client from a given language to a target language chosen by the client;

b) Additional proofreading of a written translation performed by SKRIVANEK or by a third party – editing of the translation performed by an expert in the respective field who has good command both of the source and the target language, in order to provide complete concordance of the terminology used and the overall content of the translation with the source material;

c) Independent review of a written translation, performed by SKRIVANEK by a third party – stylistic and linguistic editing of the translation performed by a specialist with linguistic education in the target language in order to improve the overall richness of the translation;

d) DTP (Prepress) - especially graphic design and processing of documents, diagrams, tables, pictures. It uses in preparing documents for printing, and Internet and software applications;

e) Glossary - creating and maintaining a database of terms for a particular project or project that contains translated words, phrases and concepts in the source and target language.

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 to be treated as agreed in the application services for translation, source, finished product and the request;
- d) Word - semantic integrity, separated by a space in the text;
- e) Offices of SKRIVANEK – office situated in the city of Sofia, bul. 90 “Vasil Levski” Blvd. and office situated in the city of Plovdiv, 11 “Mladezhka” Str.;
- f) Language combination – the two languages the translation is preformed between, where the source language is the language the translation is done from and target language is the language the translation is done into;
- g) Standard text – text which contains 1 800 (one thousand and eight hundred) hits per page - 60 (sixty) hits per row and 30 (thirty) rows per page.
- h) Standard order - up to 1200 (one thousand two hundred) words per business day;
- i) Preliminary volume of the order – the presupposed quantity of units (pages, words, graphics, etc.) stated in the purchase order for translation and/or additional services;
- j) Final volume of the order – the final quantity of units (pages, words, graphics, etc.) that are contained in the document assigned for translation and/or additional services or if it is not possible to estimate this quantity in the source language – in the ready product in the target language;
- k) 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;
- l) Client’s consultant – a person, specifically stated by the client in the purchase order who in the event of special terminology, specific expressions or abbreviations in the provided material for translation assists SKRIVANEK in clarifying their exact meaning;
- m) Working hours of SKRIVANEK - the office hours are published on the web page in days which according to the Bulgarian legislation as working days;
- n) Special purpose of the translation – function of the translation stated by the client that deviates significantly from the purpose stemming from the nature of the translation document itself, for instance use of the document in an advertisement, for a separate printing or as a part of another publication, use of the document for presentation before official institutions, performing of back translation in order to check the content of the initial translation and the like.

III. CONCLUDING AN AGREEMENT FOR A WRITTEN TRANSLATION SERVICE

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, type, preliminary volume and reference price for the order, subject of the text and special purpose of the translation, language combination, type of storage for the ready product and means of receipt as well as 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 present address

12. If the client has not stated a special purpose of the translation in the purchase order, it is to be considered that the translation is going to be used according to the usual purpose that stems from the nature of the document itself.

13. When specialized terminology, specific expressions or abbreviations with specific meaning are present in the material provided for translation, the client is obliged to appoint a consultant.

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

15. 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.

16. 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 materials, provided by the client are either wholly or partially unsuitable for translation from technical point of view and this unsuitability is not eliminated and

d) The content of the materials provided 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

17. The value of all services is determined in accordance with the Skrivanek price list, valid on the date of signing the contract, for a standard, fast and express execution time.

18. For a super express order, the value of the service is determined by negotiation, according to the actual execution options.

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

20. The type of translation, the respective language combination, the kind of volume of the orders is to be considered when calculating the fee for the translation service.

21. The volume of the order is set on the basis of the quantity of standard pages contained in the source text, calculated by the means of the software tools available at SKRIVANEK. When the volume cannot be calculated by the means of the available

software as per the previous item, the calculation is performed with regards to the ready product in the target language. Such a calculation can be performed upon an explicit request made by the client.

22. When filling in the request, Skrivanek specifies:

a) The final price of the contract where this is technically possible in the text provided for translation;

b) An indicative (pre) price when the translation text is provided in non-editable form (paper or photo) or the certification and legalization order.

23. The final price of services in the cases under Art. 22, item b) is calculated according to the final volume of the order.

24. The minimum order volume is 250 (two hundred and fifty) words or one standard page.

25. When the amount of the order exceeds one standard page, the pages following the first one are calculated to the second digit following the decimal comma.

26. The discounts and bonuses provided in these General Terms are deducted when defining the final price of the order.

27. 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.

28. If the price of the order is higher than 500 (five hundred) leva, 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 translation service – in advance at the signing of the agreement and

b) The second payment in the amount of the remains of the fee – at the delivery of the translated material.

29. 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.

30. The final price of the services is to be defined at the delivery of the final product according to the actual work performed by SKRIVANEK.

31. The client should make the levelling payment as per the agreement on the day of receiving the translation.

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

33. In the cases when the whole payment is made in advance, the forfeits and/or interest are kept back and the remain is to be paid as a leveling instalment.

34. SKRIVANEK deducts from the amount paid in advance or from the leveling instalment the forfeits and/or interest due to the client.

35. 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.

36. In the case of acceptance by SKRIVANEK of the expert's conclusion, which respects the client's claims, it repays the deposit for the expert's attention when delivering the corrected finished product in the way it is paid by the customer.

37. When settling a claim as per the order in section VII. 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.

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

39. The period for payment of services is indicated in the issued invoices.

V. TIME PERIODS FOR EXECUTION OF THE SERVICES

40. The respective duration of the time period is set upon the type and volume of the order.

41. The period for performing of the service is calculated in days or hours based on the standard order (up to 1200 standard pages).

42. The time periods for the different types of orders for translation services are as follows:

- a) Standard order – 3 (three) days;
- b) Quick order - 2 (two) days and
- c) Express order - 24 (twenty-four) hours.

43. If the assigned order for translation exceeds the limits of the standard order, the time periods are calculated as follows:

- a) Standard order: up to 1200 (one thousand two hundred) words per business day;
- b) Quick order - up to 1600 (one thousand two hundred) words per business day;
- c) Express order - up to 2000 (one thousand two hundred) words per business day;

44. SKRIVANEK performs super express order if an agreement with the client is reached for each separate case for the reducing of the time periods as per the previous items in accordance with the volume of the respective order.

45. The time limits for the execution of the individual types of orders for the execution of the written language services shall be determined upon reaching agreement with the client on a case-by-case basis according to the type and complexity of the service.

46. In the case that the client has assigned several services at the same time, the execution period of the services runs separately or according to the agreement with the client for each particular order.

47. For the time periods calculated in days, only the working days are taken into consideration.

48. When the time periods are calculated in days the day of assignment and the day of delivery of the order are not included in the calculation.

49. When the time period is calculated in hours and the working hours of SKRIVANEK have finished the delivery of the product is to be made at the beginning of the next working day.

50. The time period for the execution of written translation and/or additional services starts after the day, following the day of payment.

VI. EXECUTION

51. SKRIVANEK is obliged to perform the translation and/or additional services as per the conditions negotiated by the parties with the care of a good businessman.

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

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

54. SKRIVANEK does not bear any responsibility whatsoever for the possible consequences connected with the violation of copyright law in connection with the translated material.

55. When during the process of translation and/or the additional services, it is established that the provided materials are partially or wholly unsuitable for translation from technical point of view, SKRIVANEK is obliged to notify the client immediately and require their correction.

56. If the missing part is insignificant and ignoring it will not have a significant effect on the quality of the finished product and the deadlines for the execution of the order, SKRIVANEK continues to perform the assigned task.

57. If the client does not correct the technical shortcomings in the source language text before the deadline, SKRIVANEK delivers the product without that part and has the right to refuse the execution of the additional services. In this instance the client owes the whole amount of the order.

58. In the cases as per the previous item the client loses his/her right to make objections regarding the inaccurate execution of the ignored part as well as objections toward the quality of the ready product.

59. When the conditions for continuing the execution of the assigned order are not present as per item 63, the deadline of the order is extended with the period of time during which the client did not take any action.

60. If no action is taken on behalf of the client as per the previous item for more than 3 (three) working days, SKRIVANEK has the right to renounce the agreement.

61. If during the process of translation it is determined that the content of the provided materials violates either the law or the generally accepted rules of conduct or a good manner, SKRIVANEK has the right to renounce the agreement.

62. If during the process of translation it is determined that the provided materials or parts of them are grammatically, stylistically or semantically mixed-up (entangled), SKRIVANEK is obliged to duly notify the client for these circumstances and to warn him/her that this is going to influence negatively the quality of the ready product.

63. In the supposition as per the previous item the client has the right to state in a written form within 3 (three) working days that he/she wishes the translation to continue. In this case he/she loses his right to object toward the quality of the translation. If he/she has not made an explicit statement, SKRIVANEK has the right to renounce the agreement.

64. During the execution of the assigned order the client does not have the right to contact the translators at his/her own initiative without the prior consent of SKRIVANEK.

65. 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.

66. When the text contains special terminology, peculiar expressions, abbreviations and the like, by the means of a written request by SKRIVANEK the client is obliged to provide reference materials in the source and/or the target language and/or provide a consultant to the translator. SKRIVANEK does not bear any responsibility for any flaws in the ready product that are either direct or indirect consequence of the client's failure to fulfill this requirement.

67. SKRIVANEK is obliged to treat as confidential information all the provided materials and records received in connection with the execution of the order.

68. The ready product is prepared in the same or the most similar format as the one of the text in the source language and before its delivery is checked for completeness and correction of technical omissions.

69. The ready product is prepared according to the type of storage and number of copies stated in the purchase order.

70. The order is to be delivered after its completion in an accomplished state.

71. When the order consists of several independent documents or one document that can be split into relatively independent parts without this split to influence significantly the quality of the translation and/or the additional services, SKRIVANEK has the right to execute its obligations in parts.

72. At the signing of the agreement the parties may set intermediate deadlines for execution in parts. The failure to keep these intermediate deadlines is not considered as delayed execution on behalf of SKRIVANEK.

73. The delivery of the ready product is to be performed in the way stated in the agreement. If it is not specifically stated otherwise, it is considered that the parties have agreed that the delivery is performed by the rules set in item 81, a).

74. The parties may agree that the ready product is delivered in one of the following ways:

- a) In person (by hand);
- b) Via fax;
- c) Via e-mail and
- d) Via regular mail or with a courier.

75. The personal delivery (by hand) is to be conducted at the office of SKRIVANEK to the contact person. The client is signed to receive the request.

76. The delivery of the ready product via fax or via e-mail is to be done at the fax number or e-mail address stated in the agreement.

77. The ready product is considered as delivered at the moment SKRIVANEK sends it to the fax number or e-mail address stated and the receipt is verified with the respective fax and/or e-mail message.

78. The delivery of the ready product via regular mail or courier is to be done at the address stated in the agreement.

79. When the delivery is made either via regular mail or courier as day of delivery is considered the day when SKRIVANEK has submitted the consignment to the mail or courier service with the order that the consignment is delivered to the address stated in the agreement.

80. SKRIVANEK has fulfilled precisely its obligations when delivering the ready product but it has not been received, the client has the right to request another delivery.

81. The requirement as per the previous item has to be made in a written form and has to contain the means of the second delivery, including the respective relevant parameters (authorized person, fax number, e-mail address, and consignment address).

82. The expenses for the second delivery are on behalf of the client and are to be paid by him/her in advance.

83. The second delivery of the ready product cannot be treated as acknowledgement by SKRIVANEK of incorrect execution.

84. At the receipt of the ready product the client is obliged to check it for flaws and accept it.

85. If no claim has been made in the time periods and rules set in section VII CLAIMS. CLAIM PROCEEDINGS. The work is considered accepted without any objections whatsoever.

VII. CLAIMS CLAIM PROCEEDINGS.

86. The client has the right to a written objection (claim) for the faults in the translation noted by him/her at the reviewing of the ready product.

87. Flaws of the ready product as per the previous item are:

- a) Technical omissions – completeness, number of copies, readability and others;
- b) Grammatical errors – spelling and punctuation omissions;
- c) Stylistic errors – omissions in the style of the translation when they lead to discrepancies with the style of the source text and
- d) Semantic errors – discrepancies in the meaning of the translation and the original text.

88. Claim of the ready product can be made within 7 (seven) working days after the date of receipt.

89. The claim is to be made in written form and addressed to the project manager stated in the agreement.

90. When exercising his/her right of a claim, the client is obliged to state the type and volume of the flaws of the ready product claimed by him/her.

91. SKRIVANEK is obliged to notify the client in written form for its position as per the claim made by him/her. If it accepts the claim the notification should also contain the deadline in which the flaws would be removed and the ready product would be handed over to the client.

92. If SKRIVANEK accepts the claim for technical flaws when preparing the ready product, it is obliged to correct them within 3 (three) working days.

93. When SKRIVANEK accepts that the product has not been prepared with the respective grammatical, stylistic or semantic quality, and for the additional services – with the respective quality, it corrects the product at its own expense.

94. The respective duration of the period for the correction is defined according to the type and quantity of the flaws on the basis of the type of the order, but this period cannot exceed the initial period of execution of the order.

95. The corrected product is to be delivered as per the rules of the initial delivery.

96. 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.

97. 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.

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

99. 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.

100. 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.

101. 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.

102. The term for the expertise is to be set according to the volume and complexity of the ready product.

103. In his/her conclusion the expert has to express opinion for the justness of the objections made stating the type and volume of the grammatical, semantic and/or stylistic flaws found and to define the approximate extent to which they influence the quality of the ready product.

104. After the conclusion of the expert is presented, SKRIVANEK forwards it to the client immediately.

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

106. 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.

107. If SKRIVANEK does not dispute the conclusion of the expertise it is obliged to remove at its own expense all of the flaws stated in the expertise and reduce the amount of the remuneration due. The amount of the remuneration reduction is to be defined according to the expert conclusion for the approximate extent to which the flaws stated influence the quality of the ready product but no more than 20 % (ten percent) of the amount of the order.

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

109. 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 XII.
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110. The corrected product is to be delivered as per the rules of the initial delivery.

VIII. LIABILITY FOR NON-FEASANCE

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

112. In the event of delay of performance in a guilty manner, Skrivanek owes the client a penalty for each day of delay at the amount of the BIR of the BNB for the respective period. The penalty is deducted from the total amount of the respective order at the time of issue of the invoice.

113. In the cases of a traverse of agreement execution as per the rules set in item 60, 61 or 63, SKRIVANEK is entitled to a reward for what is already executed and a forfeit within the amount of 20 % (twenty percent) of the order value, which are to be deducted from the amounts paid in advance.

114. When the client makes a contact with the translators without the prior consent of SKRIVANEK and thus impedes the execution of the order, he/she owes a forfeit in the amount of 3 000.00 (three thousand) levs for each separate violation.

115. If, as a result of non-regulated contact between the translator and the client, the agreement is terminated, and the same order is assigned to the same translator 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.

116. In the event of a one-sided termination of the contract by the client he/she owes to SKRIVANEK a forfeit in the amount of 20 % (twenty percent) besides the amount of the work already done at the moment when the work is discontinued.

117. Compensation for damages as per the previous items is to be claimed according to the common rules.

IX. AMENDMENT AND TERMINATION OF THE AGREEMENT

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

119. 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.

120. In the cases of a delayed delivery of the ready product the client has the right to give a written warning to SKRIVANEK that after an appropriate period of time has elapsed and he/she has not received the ready product, he/she would consider the agreement terminated.

X. PRIVACY POLICY

121. 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.

XI. EFFECT AND AMENDMENT OF THE GENERAL TERMS

122. The present General Terms are approved by the means of an order of the manager of Prevodacheska kashta Skrivanek # OP-024/01.06.2006 and are amended by an order of the manager of Prevodacheska kashta Skrivanek OOD # OP-082/25.06.2007 and and by order of the manager of Prevodacheska kashta Skrivanek OOD № OP-082 / 31.01.2018.

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

124. 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.

125. 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.

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

127. 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.

128. 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.

XII. APPLICABLE LAW AND ARGUMENTS

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

130. 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 Arbitratory Court at the National juridical foundation with head office in Sofia, as the Bulgarian material and procedural law applies.