



GENERAL BUSINESS CONDITIONS

I. INTRODUCTORY PROVISION AND SUBJECT OF THE PERFORMANCE

1. General business conditions present the inseparable part of order or agreement between Customer and Supplier.
2. „Supplier“ means Ing. Marek Baluška, PhD. – PREKLADY ENDESK, Brezová 423/7, 927 01 Šaľa, Slovak Republic.
3. „Customer“ means any natural or legal person whom Supplier provides with services upon their order of the service or agreement.
4. The subject -matter of the performance is the provision of translation services of Supplier to Customer.
5. The contract between Customer and Supplier originates upon the written order of Customer delivered in person to Supplier, by written form, fax, via e-mail and upon the confirmation of such order by Supplier or upon the conclusion of the Contract of Service provision between Supplier and Customer.

II. DISCRETIONS AND DUTIES OF CONTRACTING PARTIES

1. Customer undertakes to pay remuneration to Supplier for the required translation services upon the order or agreement on the agreed date according to the current price list of translation services unless otherwise agreed. In case of the additional services, the price will be set by the special agreement of both contracting parties. The payment is considered to be remitted on a day of putting the outstanding amount to account of Supplier or by cash payment.
2. Supplier commits himself to supply the translation on the agreed date, time and manner after the acknowledging the order. If Supplier is in delay with their obligation to deliver a ready translation within the agreed deadline.
3. Customers or their accredited employee are obliged to confirm in writing the date of admission the translation.
4. If the Supplier do not confirm the take over of translation within 24 hours after the date of delivery, do not urge the delivery, it is judged that the Customer received the translations regularly and in time.
5. If the Customer refuses to take over the translation / translations without stating reason, Customer shall be in delay, with takeover of such translation / translations and shall be responsible for all damages caused by the breach of this obligation and is not entitled to the contractual penalty in this case. The Supplier is entitled to get the remuneration for translations in this case.
6. Supplier shall not be held for responsible for eventual consequences related to the breach of copyright.
7. The agreed conditions of the contractual relationship can be amended or cancelled only in writing upon the agreement of both Contracting Parties.
8. Supplier will not bear the liability for damages that arose for non-performance of the contractual obligations, if they was caused by unpredictable matters in time of concluding the contract between Supplier and Customer (as well as in time of admission of order).
9. The complaint of the service provided shall be made provably without undue delay no later than 15 working days from the date, when the obligation to take over the ready translation originated for Customer.
10. Supplier is responsible for damages caused by wrong translation at most to the amount of 100% from the remuneration for the wrong translation.
11. The translation is defective, if it is not made in compliance with the order or the Contract on Service Provision or order is provably deviates from the meaning of the source text. In case of dispute between Supplier and Customer about the eligibility of the claim of Customer concerning errors in a translation, the Contracting parties undertake to resolve this dispute preferably in out-of-court proceedings. For that purpose they shall agree upon assigning of two independent translators who shall produce an opinion evaluating the eligibility of the claims errors. The price for the opinion execution shall be paid by each Contracting party to the interpreter who was designed for evaluating the translation.
12. The complaint of the service provided shall be made provably without undue delay no later than 15 working days from the date of interpreting service provision. Supplier is obliged to provide Customer with the appropriate discount from the price for the wrong translation.
13. The cancelation of order by Customer is possible before the agreed time of beginning of interpreting service provision only. Customer is obliged to pay to Supplier for the translated part of the translation despite of cancelation, but at least 10% of remuneration for the total translation ordered.

III. SPECIAL AND FINAL PROVISIONS

1. Customer is obliged to ensure the necessary collaboration to Supplier including all necessary information to secure the subject-matter of the Contract performance.
2. Supplier unertakes to treat the information in any document determined by Customer for translation as confidential. The Supplier undertakes not to copy and / or provide such confidential information to the third persons except for third persons coming into contact with such confidential information for the purpose of its translation or proofreading.
3. In refer to the subject of contract, Supplier will undertake to act with special diligence and respect the requirements of Customer as well as the contractual arrangements.
4. The Contracting Parties declare that any disputes at the interpretation or implementation of the Contract shall be resolved by mutual negotiations. All disputes shall be in the competence of Slovak courts.
5. These General Business Conditions are valid and binding for all the Customers.