

Terms and Conditions

concerning the performance of language services

by Wordlink Usługi Językowe S.C.

1. Definitions

In these Terms and Conditions

- 1.1. **'Working Day'** – shall mean every weekday, except for Saturdays, Sundays and public holidays.
- 1.2. **'Unit of Account'** – shall mean respectively: (i) in the case of a standard written translation, editing and proofreading – one standard text page (1600 signs including spaces); (ii) in the case of a certified written translation – one statutory text page (1125 signs including spaces); (iii) in the case of an audiovisual services – every ten-minute extract of audiovisual material; (iv) in the case of interpreting – an hour of interpreter's work.
- 1.3. **'Client'** – shall mean a natural person, an organisational unit or a legal entity that commissions Wordlink to perform a given service.
- 1.4. **'Wordlink'** – shall mean Wordlink Usługi Językowe Spółka Cywilna, a language services company, with its registered seat at Łucka 18/135, 00-845 in Warsaw, Tax Identification Number (NIP): 527-264-16-61, REGON: 142677698..
- 1.5. **'Commision'** – shall mean any specific service ordered by the Client to be performed by Wordlink.

2. General Provisions

- 2.1. These Terms and Conditions shall regulate the commercial relations between Wordlink and the Client with regards to the services performed by Wordlink.
- 2.2. Wordlink shall perform the language services consisting in: standard and certified interpreting and written translation, audiovisual services and the like, as well as editing and proofreading and other language services, in accordance with these Terms and Conditions.
- 2.3. Wordlink shall be entitled to perform each and every language service professionally and in accordance with generally accepted good business practice.
- 2.4. All documents and additional materials, excluding the materials which are generally available, such as press articles, Internet publications, widely known legal acts and the like, which are entrusted to Wordlink by the Client, as well as the content of the meetings during which Wordlink performs interpreting services, shall be deemed confidential and shall not be disclosed to any third party.
- 2.5. The updated list of services offered by Wordlink along with their prices shall constitute the price list which is available on Wordlink web site (www.wordlink.pl). The Commission is subject to prices as of the day of order placement and specified by Wordlink in the quote prepared for the Client.
- 2.6. Wordlink shall perform its services on Working Days from 9:00am to 6:00pm, unless the individual agreements with the Client state otherwise.

3. Terms and conditions of performing standard and certified written translation, audiovisual services and proofreading

- 3.1. In the case of standard and certified written translation, a minimum charge shall be incurred for one standard page of translation.
- 3.2. In the case of translation of multimedia presentations, a minimum charge shall be determined individually and discussed with the Client.
- 3.3. In the case of audiovisual services, a minimum charge shall be incurred for a ten-minute extract of an audiovisual material.
- 3.4. In the case of standard and certified written translation, the final quote and the due payable amount for the Commission shall be determined on the basis of the number of Units of Account in the final version of translation prepared by Wordlink.
- 3.5. In the case of standard written translations, Wordlink shall perform its services in the following modes:
 - a) standard mode – up to 5 Units of Account during a Working Day;
 - b) fast mode – from 6 to 10 Units of Account during a Working Day;
 - c) express mode – from 11 to 15 Units of Account during a Working Day.

In the case of certified written translations, any arrangements concerning the modes of performing the Commission shall be made individually between Wordlink and the Client.

- 3.6. In the case of editing and proofreading, Wordlink shall perform its services in the following modes:
 - a) standard mode – up to 15 Units of Account during a Working Day;
 - b) fast mode - from 16 to 30 Units of Account during a Working Day;
 - c) express mode – from 31 to 45 Units of Account during a Working Day.
- 3.7. In the case of Commissions which exceed the total number of Units of Account indicated in the express mode in the understanding of point 3.4 and 3.5, individual quotations shall apply.
- 3.8. In the case of Commissions performed in a standard mode, the final version of the documents shall be delivered to the Client on the due date until 6:00 pm, unless individual agreements with the Client state otherwise. The due date of service performance shall be calculated from the Working Day following the day on which Wordlink has confirmed to undertake the Commission.
- 3.9. If, as a result of the individual agreements with the Client, the Commission is performed
 - a) on days not being Working Days (weekends and public holidays), performance of written translation shall be subject to an additional 100% charge with regards to the rate indicated in the price list;
 - b) during the same Working Day on which the Commission's performance was confirmed, irrespective of the number of Units of Account and the mode, the rate indicated in the price list shall be increased by 100%;
 - c) from an source document of a poor quality (hand-written or hardly readable copy), the rate indicated in the price list shall be increased by 20%;
 - d) by a Native Speaker of a language different than Polish, the rate indicated in the price list shall be increased by 50%;

- e) from a source file in a non-editable format (e.g. locked PDF, Flash), the rate indicated in the price list shall be increased by 20%;
- f) from a language other than Polish into a language other than Polish, the written translation and proofreading rates indicated in the price list shall be increased by 100%.

3.10. Wordlink hereby undertakes to deliver the final translation to the Client on the date and in the form (via email, fax, on the CD or as a print-out) which have been previously agreed with the Client.

3.11. The materials on a CD or in the form of a print-out may be delivered to the Client via the Polish Post or a courier at the Client's expense.

3.12. In the case that the Client fails to deliver the files for translation and documents which are the subject of the Commission on the date previously agreed with Wordlink, Wordlink has the right to refuse to perform the Commission or change the date of finalizing the Commission, upon prior agreements with the Client.

4. Terms and conditions of performing interpreting services

4.1. The work time of the interpreter shall be counted from the hour at which her/his services have been ordered to the hour being the end of the Commission, pursuant to previous agreements between Wordlink and the Client. The work time shall include all breaks (e.g. lunch break, coffee breaks, breaks in the meetings, etc.) If the duration of the Commission happens to be longer than previously stated and the interpreter agrees to further perform her/his work, the additional work time shall be calculated according to the prices indicated in the price list.

4.2. In the case that the Client has not used the services of the interpreter on the previously agreed location, the Client shall not be exempt from paying the full amount due for the commissioned service.

4.3. In the case that the Client has resigned from the commissioned service within 24 hours prior to the performance of the service, the Client shall be entitled to pay the full amount due for the commissioned service.

4.4. In the case the Client has postponed the performance of the service to a different Working Day not earlier than within 48 hours prior to the performance of the service, the Client shall be obliged to pay 50% of amount due for the commissioned service, provided that the said service may not be performed on a different day. If the interpreter is able to perform the service on the newly arranged date, the Client shall be entitled to pay 150% of the full amount due for the commissioned service.

4.5. In the case the interpreting services is performed outside of the interpreter's hometown, the Client shall cover the costs of the interpreter's journey, accommodation and meals on the location, unless the individual agreements between Wordlink and the Client state otherwise.

4.6. In the case the interpreter shall arrive at or depart from the location of the Commission on the day different than the day of the performance of the service, Wordlink hereby reserves the right to levy an additional charge for the interpreter's accommodation. Additionally, the travelling time shall be subject to appropriate charges due for the interpreting services and indicated in the price list, unless the individual agreements between Wordlink and the Client state otherwise.

- 4.7. In the case that the interpreting service is performed on a day not being a Working Day, or at night, i.e. between 10 pm and 6 am, the cost of the performance of the service shall increase by 100%.
- 4.8. In the case of interpreting, the Client shall be obliged to provide Wordlink with any materials which are indispensable for appropriate performance of the service. Wordlink has the right to refuse to perform the Commission if the said materials have not been timely delivered.

5. Payments

- 5.1. The Client shall be entitled to make a payment for the Commission basing on the VAT invoice issued by Wordlink within fourteen days from the issue date. The payment shall be made via bank transfer to the account number indicated on the invoice.
- 5.2. The translation shall remain the sole property of Wordlink until the Client has made the due payment. Once the payment has been made, the Client shall acquire all economic rights tied to copyrights to the translation.

6. Amendments to the Terms and Conditions

- 6.1. Wordlink reserves the right to amend these Terms and Conditions.
- 6.2. Wordlink shall inform the Client about introducing any amendments to these Terms and Conditions and shall make available to the Client the updated version of the Terms and Conditions along with the introduced amendments, especially by posting them on the website www.wordlink.pl.
- 6.2. If, within 14 days from the date of informing her/him about amendments introduced to the Terms and Conditions, the Client has not voiced her/his disapproval of the introduced amendments, the updated version of the Terms and Conditions shall be deemed accepted by and binding for the Client.

7. Final remarks

- 7.1 The Client shall have the right to lodge a complaint with regards to the translation performed by Wordlink. Complaints must be lodged within 7 working days from the date on which the translation has been finalized by Wordlink. Complaints must be filed in a written form with indication of the issues in question. Wordlink shall be obliged to revise and correct the suggested issues free of charge.
- 7.2 The Client who orders the Commission to be performed in a fast or an express mode, shall hereby accept the risk of error occurrence.
- 7.3 Wordlink shall be obliged to keep confidential any materials, documents and information received or obtained from the Client in the course of the performance of the Commission.
- 7.4 These Terms and Conditions shall be subject to the Polish jurisdiction and shall be interpreted with the rules thereof.