

GENERAL PRINCIPLES OF COOPERATION

§ 1 General Provisions

1.1. These General Rules determine the cooperation between Krzysztof, Marta and Agnieszka Tucholscy representing Tucholscy Specialized Translations, hereinafter referred to as the Translators, and the Customer ordering a translation or interpretation service, hereinafter referred to as the Customer. By placing an order, the Customer agrees to these rules.

§ 2 Placement and acceptance of orders

2.1. In order to have services rendered by the Translators, the Customer must order and forward all documents to be translated through contacting the Translators via e-mail or in person. The texts for translation, with the exception of sworn translation, should be drawn up in a commonly used text editor e.g.: in Word or Open Office. The fact of the order confirmation must be clear from the correspondence between the Translators and the Customer.

2.2. Before starting the service, the Translators are required to pass the quotation and the service deadline. The mere information about possible deadlines and prices does not constitute a binding offer. Any changes at a later stage may require a new quotation and/or a new deadline.

2.3. The Translators may refuse to accept the order when the contents of the text violate moral and/or social values, or for other important reasons.

2.4. After acceptance of the quotation by the Customer, the Parties determine the service deadline.

§ 3 Rules of rendering translation services

3.1. The Translators shall send the translation via e-mail or pass it in person in the format accepted by the Customer. The Translators reserve the right to send a partial file or one with a watermark for the final inspection by the Customer. The final file shall be sent after the payment has been booked in the Translators' account, unless the Parties have agreed otherwise.

3.2. Minimum order for a translation is 1 page. The rates of subsequent pages of a non-sworn translation are rounded up to the nearest half page while of a sworn translation to the nearest full page.

1 standard page of a non-sworn translation equals 1800 printed characters including spaces of the target (translated) text.

1 standard page of a sworn translation equals 1125 printed characters including spaces of the target (translated) text. The mandatory elements of sworn translations - a description of the appearance of the document, its characteristics (such as watermarks), translation of stamps - are taken into account in the calculation of the number of pages.

3.3. Translation services are rendered in a normal mode (at a rate of 5 pages per working day, and the date of the order receipt is not taken into account) and in an express mode (the rate is determined for each individual project). In determining the time and mode of rendering a translation service Saturdays, Sundays and other statutory public holidays are not taken into account. In the case of a translation service rendered at the weekend (Saturday and Sunday) or on a statutory public holiday, as well as an express translation, the Translators reserve the right to add 50% - 100% (depending on the complexity of the text, format, etc.) to the regular price.

3.4. In the event when a document for a sworn translation is sent via e-mail - the attached file (e.g. scan) must be legible, complete and colorful. In addition, it is necessary to present the original document on receipt of the translation. In the case of texts difficult to edit, files in .pdf format which require an appropriate conversion, the Translators reserve the right to charge an additional fee.

3.5. The Translators reserve the right to take a partial or full fee for translation before the start of the service.

§ 4 Rules of rendering interpretation services

4.1. a) In the case of consecutive interpretation, a standard unit is one hour. The minimum rate for consecutive interpretation within one day is equal to the rate for two hours. Each started hour of interpretation is counted as a whole hour.

b) in the case of a vista interpretation, a standard unit is one hour. The minimum rate for a vista interpretation within one day is equal to the rate for one hour. Each started hour of interpretation is counted as a whole hour.

c) in the case of simultaneous interpretation, a standard unit is a block of 4 hours. The minimum rate for simultaneous interpretation is equal to the rate for one block. The first started hour following the block is counted as a whole block.

4.2. If the time of interpretation within one day exceeds eight hours, the rate for each started hour is 150% of the hourly rate. The rate is 100% higher in the case of interpretation on the same day that the interpretation is ordered.

4.3. In the case of interpretation at night i.e. after 8:00 p.m. and on Saturdays, Sundays and other statutory public holidays, the rate is higher by 50% - 100%.

4.4. The Customer is obliged to cover the additional costs, i.e. the cost of transport of the Translators to the place of the service, the costs of accommodation and food.

4.5. When placing an order for interpretation, the Customer is obliged to provide information on the subject and the nature of the interpretation.

The Translators reserve the right to receive the materials needed to prepare for the service from the Customer. If such materials are not supplied, and thus the Translators are not able to thoroughly prepare for the service, the Translators reserve the right to refuse to render the service.

§ 5 Cancellation of orders

5.1. In the case of translation, the Customer has the right to cancel the order at any time. However, the Customer is obliged to cover the fee charged by the Translators for the part of translation if the Translators have started to render the service.





5.2. In the case of the cancellation of conference interpretation and sworn interpretation at the Registry Office:

- a) not later than 96 hours prior to the scheduled start of interpretation - the Customer is charged with the amount equal to 50% of the value of the order.
- b) from 96 to 72 hours prior to the scheduled start of interpretation - the Customer is charged with the amount equal to 80% of the value of the order.
- c) less than 72 hours prior to the scheduled start of interpretation - the Customer is charged with the amount equal to 100% of the value of the order.

5.3. In the case of cancellation of sworn interpretation in the notary office:

- a) not later than 48 hours prior to the scheduled start of interpretation - the Customer is charged with the amount equal to 50% of the value of the order.
- b) less than 24 hours prior to the scheduled start of interpretation - the Customer is charged with the amount equal to 100% of the value of the order.

Saturdays, Sundays and statutory public holidays are not included in the above times of order cancellation.

5.4. In order to be effective, the cancellation of the order must be sent (e-mailed) to the Translators in writing.

§ 6 Confidentiality

6.1. The Translators shall keep all information obtained in connection with the translation and interpretation confidential and bear the legal consequences provided for in the Sworn Translator's Code.

§ 7 Liability

7.1. The Translators are not liable for more than the cost of the provided service.

7.2. The Translators are not responsible for delays and faults arising from causes beyond their control, such as force majeure, failure of computer equipment, Internet connections, etc.

7.3. The Translators are not liable for factual errors in the translation or interpretation that are the consequence of errors that occur in the original text or interpreted speech.

§ 8 Complaints

8.1. The Customer has the right to file a complaint of the provided service within 5 working days after its provision.

8.2. Complaints of translations rendered in an express mode are limited only to serious substantive errors. Minor errors, such as "typos" resulting from a very short time for rendering the service preventing the correction of the text, may not be the basis for the complaint.

8.3. In order to be effective, complaints must be served on the Translators in writing (e-mail) with due justification.

8.4. The Translators shall reply to the complaint in writing (e-mail) within 5 working days from its receipt.

8.5. If the complaint is accepted, the Translators shall perform translation verification free of charge.





§ 9 Rules for making payments

9.1. Payment for the rendered service shall be made on the basis of an invoice issued by the Translators. The invoice should be paid within 7 days after its issuance, unless the Parties have agreed otherwise.

9.2. The translation remains the property of the Translators until the full amount is paid by the Customer. On making the payment the Customer gets the copyright in the translation.

9.3. In case of overdue payment, the Translators reserve the right to charge the maximum statutory interest.

§ 10 Final provisions

10.1. The Translators may undertake to render the service under conditions other than those specified herein. Such conditions are set individually between the Translators and the Customer.

10.2. The translation attribution may be omitted with the consent of the Translators. The Customer may not assign translation to other persons. The use of first and last name or the image of the Translators, especially for promotional purposes, requires prior written consent.

10.3. These General Rules of Cooperation and all matters relating to the services by the Translators are governed by the laws of Poland and the exclusive jurisdiction of the Polish courts. Any differences of opinion between the Translators and the Customer shall be resolved by the Parties in an amicable manner in the first place.

10.4. Any disputes arising from the General Rules of Cooperation shall be settled by the court of local jurisdiction for the Translators.

