

GENERAL TERMS AND CONDITIONS

VALIDITY

These General Terms and Conditions shall form the sole basis for all services (translation, proofreading, DTP, terminology, localization, interpreting, etc.) provided by **Donatello** and are valid for all business relations between **Donatello** and the **Client**.

Placement of an order by the **Client** in whatever form (quotation, via **Donatello** platforms, **Client**'s platforms, websites, e-mails, etc.) shall constitute recognition of this Agreement.

PLACEMENT OF ORDERS

When placing an order, the **Client** must specify target language, subject, technical field, length and intended use of the text to be translated, and particular format requirements.

The **Client** shall always make available any information and documents that **Donatello** needs to provide its services (e.g. **Client**'s glossary, terminology, reference material, illustrations, drawings) without **Donatello** having to request such information. Should this information and these documents not be provided, **Donatello** cannot be considered liable for possible errors and delays resulting from this.

All requested orders are deemed to be accepted by **Donatello** if confirmed in writing. Verbal orders are not considered binding or accepted until they are confirmed in writing.

EXECUTION OF ORDERS

Donatello provides translation services in accordance with the principle of best practice and the following quality requirements:

- Cultural correctness and accuracy
- Correct register and style
- Correct and consistent use of predetermined terminology or suitable standard terminology
- Linguistic correctness according to applicable grammar and spelling standards
- Translation suitable for the agreed purpose

DELIVERY DEADLINES

Delivery deadline for an order shall be amicably agreed upon during order placement.

Delivery deadline is only binding if previously confirmed by **Donatello** in writing.

Donatello will do everything in its power to meet the delivery deadline. If an unavoidable delay in delivery is foreseeable (e.g. force majeure.) **Donatello** shall immediately notify the **Client** of the delay.

If the cause of any delay in delivery is due to force majeure, **Donatello** shall be entitled to cancel or terminate the order or demand an appropriate extension of the deadline. All further rights, in particular entitlements to claim damages, are excluded in these cases.

If the **Client** changes the order or asks for a different deadline, the delivery deadlines and the costs of the order are to be renegotiated and confirmed in writing.

RATES

Unless otherwise agreed to in the Service Agreement, **Donatello** shall charge the **Client** for the agreed services at its current rates and terms plus the legally applicable value-added tax.

PAYMENT CONDITIONS

Unless otherwise expressly stated, invoices are due and payable 30 days from date of invoice by bank transfer.

For large orders, **Donatello** may demand instalment payments before the beginning of the project. In the case of partial deliveries, payments shall be due upon delivery of the partial services rendered.

Should payment be delayed, **Donatello** may choose to suspend work on the order until the instalment payment is received.

Should the **Client** cancel a contract without being legally or contractually entitled to do so, the **Client** shall remunerate **Donatello** for all work carried out up to cancellation and shall reimburse the costs incurred.

NOTIFICATION OF DEFECTS

In the event of a negative quality assessment, **Donatello** shall be given a written statement of the shortcomings and a reasonable period in which to make improvements. Should the improved product still not satisfy the quality requirements, the **Client** is entitled to a price reduction to be agreed upon by both parties.

Shortcomings in the translation attributable to incorrect or incomplete source texts do not fall within the domain of responsibility of **Donatello**.

At the same time, **Donatello** shall accept no responsibility for linguistic inaccuracies resulting from insufficient context.

If, within 14 days of receipt of the translation, the **Client** has not notified any faults, the translation shall be regarded as approved. The period for inspection begins upon delivery of translations.

PROPRIETARY INFORMATION AND CONFIDENTIALITY

Should **Donatello** acquire copyright or other industrial property rights as a result of producing a service, these rights shall explicitly remain with **Donatello** unless they are transferred to the **Client** by contract. The same shall apply to terminology lists or so-called memory tools that are created during the translation process, unless otherwise agreed upon the parties.

All oral, written or machine coded material, data, software, systems and other information relating to the **Client** that may come to the knowledge of **Donatello** that is not generally known to the public at large shall be treated as Confidential Information. **Donatello** keeps safe and will not publish or divulge Confidential Information or the existence of any relationship with the **Client** without the prior written consent of **Client**.

This provision does not pertain to data which is already in the possession of **Donatello**, is made available by third parties without violating the confidentiality agreement or is in the public domain.

If **Donatello** receives any documents, materials, software, hardware or samples from the **Client** for the execution of the order, **Donatello** agrees to return the above items upon the **Client**'s request.

The **Client** agrees that its data may be stored for administrative purposes in compliance with local data protection regulations.

LIABILITY, FORCE MAJEURE

Donatello shall not be liable for any delay or defect that is due to the ambiguous, incorrect or incomplete placement of orders.

Donatello shall only be liable for loss or damage that is proven to have been caused directly by translation errors. Compensation for such loss or damage shall be limited to the total sum of its insurance. The period of limitation for claims shall be one year, starting with the acceptance of the translation.

Donatello is obliged to perform the work it is assigned with due technical and professional care in all conscience and in observance of generally recognized principles of the translation business.

Donatello will inform the **Client** in due time of any significant risks that **Donatello** can identify. If any work is to be printed or reproduced electronically or by mass publication means, the **Client** shall specify this and provide **Donatello** with a copy proof/an electronic final version prior to publication for approval.

Donatello shall not be liable to the **Client** should there be an event or occurrence which could not have reasonably been foreseen, anticipated or planned for (Force Majeure) that affects this Agreement and makes it impossible to comply with the provisions of this Agreement.

SEVERABILITY

Should any of the provisions of these General Terms and Conditions be or become ineffective, the validity of the remaining provisions of the General Terms and Conditions shall remain unaffected.

APPLICABLE LAW

This Agreement shall be subject exclusively to Czech law. Any disputes arising between the parties in connection with the current Agreement and the execution thereof shall be submitted exclusively to the competent court within Czech Republic.

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