

## **GENERAL CONTRACT TERMS AND CONDITIONS**

Effective from: 1 September 2020

### **PREAMBLE**

The present General Terms and Conditions – hereinafter referred to as “General Terms and Conditions” or “GTC”) set out the framework of the services of Galloman Hungary Kft. (hereinafter referred to as “Galloman”). For each assignment, the Client acknowledges and agrees that, unless the agreement between the Parties provides otherwise, the provisions of the present GTC shall constitute an integral part of the contract/contract amendment concluded between the Client and Galloman. The Parties state that, in the event of any discrepancies or inconsistency between the present GTC and the provisions of the contract/contract amendment between the Parties, the provisions of the contract/contract amendment between the Parties shall apply. The Client's General Terms and Conditions shall not constitute part of the contract/contract amendment between the Parties.

### **1. Definitions**

Translation: formulation of a given source text in another language, keeping the meaning and style of the source (without adding or omitting anything).

Proofreading: comparing the source text and its translation for review, in order to correct any errors in terms of meaning, style and grammar.

Interpreting: translation of oral communication to another language, keeping the meaning and style of the spoken text. The interpreter shall strive not to add anything to or omit anything from the meaning of the source.

### **2. Request for quote, ordering**

2.1. Upon the Client’s request for a quote, Galloman shall send a written quote regarding the expected total net amount payable and the time of delivery. The assignment fee set out in the quote may only be increased if the Client submits a new request regarding the assignment or changes its earlier requests. The Parties shall agree that email correspondence shall be deemed as written communication for the purpose of requesting a quote, submitting a quote and placing an order.

2.2. The Service Provider shall provide the human resources and equipment necessary to perform the assignment, provided that these are available on the market. The Client acknowledges that the deliveries include mediated services. If the human resources and equipment necessary for performing the individual orders are not available to the Service Provider, the Service Provider shall notify the Client thereof without delay, and refuse the assignment.

2.3. The assignment fee may vary per order, and shall be notified by the Service Provider to the Client in advance. The assignment fee covers all work, material and other costs required for its activity. The fee may only be increased by the VAT applicable pursuant to the laws in force on the date of delivery.

2.4. The Service Provider shall notify the Client of any circumstance that may affect the performance of the contract.

### 3. Delivery

3.1. After delivering a specific individual order, the Service Provider shall issue a delivery report regarding the exact net fee payable for the assignment, which can be downloaded from the Service Provider's website. Unless the Client submits a justified objection with respect to the delivery, the Client shall be entitled to invoice the assignment fee at least four business days thereafter. The Client shall settle the assignment fee against the invoice, within 15 calendar days from the date of receiving the invoice, via wire transfer to the Service Provider's bank account.

3.2. If the Client falls into arrears with its contractual payment obligation, the Service Provider shall be entitled to charge default interest at the rate set out in the Hungarian Civil Code.

3.3. In the event of a delay imputable to the Service Provider, the Client may claim a late performance penalty from the Service Provider, the amount of which shall be 0.5% of the service fee for each day of the delay, until the date of delivery. If the Service Provider is late with the delivery in such a manner that the Client's interest therein ceases, the Client shall be entitled to withdraw from the contract. Delay by the Client regarding any payment obligation or in relation to providing the information necessary for a particular delivery excludes the possibility of default on the part of the Service Provider.

3.4. If the delivery fails for reasons imputable to the Service Provider, the Client shall be entitled to a cancellation penalty, the amount of which shall be 10% of the assignment fee. The late performance penalty shall not exceed the cancellation penalty.

### 4. Quality complaints

4.1. If the Client deems the translation or proofreading service delivered by the Service Provider to be faulty, the Client shall notify the Service Provider of the quality objection within 2 (two) business days of the handover/acceptance of the material if the material is shorter than 2000 words. If the material is longer than 2000 words, the quality objection shall be communicated within 4 (four) business days, while in the case of material that is longer than 5000 words, the objection shall be communicated within the deadline set out in a separate, individual preliminary agreement between the Parties; this deadline, however, may not be longer than 15 (fifteen) business days.

4.2. The quality complaint shall only be valid when accompanied by a justification. In the justification, the Client shall specifically indicate the translation errors found and the translation that the Client deems to be correct. A corrected text with markup shall in itself not qualify as a justifiable quality complaint.

4.3. The Service Provider shall investigate the quality complaint in the shortest time possible, but at maximum within 2 (two) business days for material shorter than 2000 words and 4 (four) business days for material longer than 2000 words.

4.4. If the Service Provider acknowledges the indicated error, it shall correct the translation free of charge in the shortest time possible, and provide a proportionate discount in the event of a material error. An error shall be deemed to be material if at least 25% of the translated document needs to be corrected. In such a case, the Service Provider shall not charge a translation fee for the retranslated (corrected) characters, and shall reduce the total translation fee by a rate agreed upon with the Client. If the Service Provider disputes the errors, it shall send a statement justifying its position to

the Client promptly upon investigating the complaint. The Parties shall consult regarding any errors.

4.5. In order to avoid errors, the Service Provider strives to follow the terminology used by the Client, regarding which the Client strives to inform the Service Provider. If the Service Provider uses a synonym instead of a term customarily used by the Client, this shall not qualify as a translation error unless the Client requested expressly and in advance that this specific terminology be used.

## **5. Confidentiality, copyrights**

5.1. By signing the present contract, the Service Provider commits to handle in confidence all facts, data and information it becomes aware of in relation to performing the work, the disclosure of which to third parties may harm or risk the Client's interests. The Client shall impose such confidentiality also on its subcontractors and other assistants in delivery.

5.2. The Service Provider shall not have any rights of disposal over any works and intellectual property handed over as a result of the present contract that are protected under the law, and represents that it developed the work solely pursuant to the present contract, as well as that it gives its consent to the Client to dispose over the prepared work or intellectual property freely at its own discretion.

## **6. Liability**

6.1. Galloman guarantees the quality of its services with respect to substantive and grammatical errors, but its liability shall not extend to any collateral damage or additional costs incurred as a result of the use of its translations. Galloman shall have no liability for damages on these grounds.

6.2. In the event of an admittedly defective performance, Galloman's liability for damages shall be limited to 150% of the assignment fee due for the document affected by such defective performance.

6.3. Galloman shall not have liability for damages with regard to services not performed or performed defectively due to force majeure. Any unavoidable event that Galloman can influence neither directly nor indirectly shall be considered as force majeure.

## **7. Rating of the Client**

7.1. The Client shall accept and expressly agree for the external customer rating company employed and assigned by Galloman to inspect and qualify the Client regarding their credit rating prior to the establishment of a commercial relationship with the Client, and continuously during the existence of the business relationship.

7.2. Galloman's external customer rating company shall prepare an opinion on the Client, which Galloman shall be entitled to use at its own discretion for making business decisions, in particular but not limited to the specification of the payment method/payment deadlines applicable to the Client, demand for business guarantees, and in the course of the issue of offers/acceptance (confirmation) of orders.

7.3. The Client, aware of the above, hereby accepts that Galloman shall be entitled to make business decisions on the basis of the customer rating data, which may also involve the method of payment, payment deadline, the provision of various guarantees, the issue of offers, etc.

## **8. Availability of the GTC**

Galloman shall publish the up-to-date version of the General Terms and Conditions on its internet web site for so that it can be accessed by everyone.

## **9. Amendment of the contract**

9.1. Galloman shall only be entitled to amend the General Terms and Conditions unilaterally in the following cases:

- a) change of legislation or an authority decision that justifies such amendment, or
- b) a change in its other circumstances.

9.2. Galloman shall inform the Client of any change to the General Terms and Conditions at least 30 days prior to their entry into force, including the information on the conditions of termination due to the Client. In such an event, the Client shall be entitled to terminate the Contract with immediate effect in writing, subject to proper justification supplied, within a limitation period of 15 days following receipt of the notification sent on the subject-matter of the amendment, provided that the amendment is in violation of its recognisable economic interests to such an extent that it is no longer in the Client's interest to maintain the Contract. A failure to make such a statement shall be deemed as an acceptance of the amendments.

## **10. Settlement of disputes**

The Parties agree that they shall attempt to settle any dispute arising between them amicably. Any issue not addressed in this contract shall be governed by the Hungarian Civil Code.

Budapest, 1 September 2020

Balázs Vaszkun  
Managing Director  
Galloman Hungary Kft.