

GENERAL TERMS OF CONTRACTS

ALINGUA SP. Z O.O.

GTC and GTNC Definitions

Agency **ALINGUA SP. Z O.O.** based in Krakow, at ul. Szlak 10/5, entered into the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków - Śródmieście, 11th Commercial Division of the National Court Register under the number KRS 0000358493, REGON: 121174278, NIP: 6762426723, share capital of PLN **5,000.00**

Client Consumer, a natural person conducting business, a legal person or an organizational unit without legal personality, whom special provisions grant legal capacity when making purchases on the Website

Civil Code Civil Code Act of April 23, 1964

Consumer The Customer who is a natural person making a legal transaction with the entrepreneur not directly related to their business or professional activity, i.e. a natural person as referred to in Article 22¹ of the Civil Code (therefore, particularly a natural person who wants to use the services of the Agency for private purposes).

GTC General Terms of Contracts concluded by the Agency with natural persons that are Consumers

GTNC General Terms of Contracts concluded by the Agency with entities that are not Consumers

Consumer Law The Act of 30 May 2014 on Consumer Rights

Website	Website at alingua.pl where the Internet Service is located
Contract	Contract concluded between the Agency and the Customer, the details of which are specified in the GTC or GTNC, Terms of Service, Order and the Executive Contract (if applicable for the given service - instead of Terms of Service and Order).
Executive Contract	A supplementary contract in relation to the GTC or GTNC in the scope of specific provisions regarding the terms of service provision by the Agency for the Customer, which, if used, replaces the Terms of Service and the Order
Service or Translation	Services provided by the Agency as part of its business operations
Terms of Service	Information containing relevant elements of the Service. In particular, the scope of services, remuneration or grounds for its determination, the deadline for implementation and information on the entrepreneur's obligations under the Consumer Law
Order	The Customer's declaration of acceptance of the Terms of Service provided to them by the Agency
Enquiry	Providing the Agency with the complete information referred to in § 2 item 2 of the GTC or GTNC

GENERAL TERMS OF CONTRACTS CONCLUDED WITH ENTITIES OTHER THAN CONSUMERS

§ 1 General Provisions

1. The Agency renders Services for entities other than consumers based on the GTNC, the Terms of Service and the Order, which means that these documents specify the rights and obligations of the Agency and the Consumer, subject to item 2 below. GTNC.
2. The Agency and the Customer may set detailed rules for cooperation not indicated in or other than those resulting from the GTNC, by concluding the Executive Contract in writing. In such a case, the Executive Contract has priority and in the remaining scope, the GTNC is still binding on the Agency and the Consumer.
3. The office works on business days (from Monday to Friday, excluding public holidays) from 8am to 5pm. All communications received by the Agency after 16:30 will be considered as received on the next business day.
4. The Agency provides translations: regular, specialized and certified, as well as interpretation and other linguistic services in the languages listed on the website. The Agency may individually arrange a wider range of services (particularly translation into languages other than those indicated and other linguistic services). The Agency undertakes to make every effort to ensure that the translated text reflects the original text as faithfully as possible, providing services in accordance with the highest standards and practices generally accepted in the translation market.

§ 2 Placing and accepting the order

1. The conclusion of a contract between the Agency and the Customer requires the following actions:
 - 1) the Customer submitting an Enquiry containing the complete set of information described in item 2 below,
 - 2) the Agency presenting the Terms of Service for the Customer,

- 3) the Customer's acceptance of the Terms of Service by submitting an Order for the Service or acceptance of the terms of the Executive Contract,
 - 4) the Agency confirming the acceptance of the Order for implementation (hereinafter: "Confirmation") or conclusion of the Executive Contract.
2. The request must particularly include:
 - 1) material to be the subject of the service, particularly the text to be translated or proofread,
 - 2) information what language the text indicated in item 1 is in,
 - 3) information on the scope of the service, i.e. in particular: - in the case of written translation - what language the text is to be translated into, - in the case of translation or localization - what purposes the text will be used for, - in the case of other services - a description of the service,
 - 4) expected date of service completion,
 - 5) e-mail contact address,
 - 6) for services that result in creating a specific document - the method of delivery of said document to the Customer, in accordance with § 3 item 5,
 - 7) GTNC acceptance statement,
3. If the content of the Enquiry allows for presenting the Terms of Service, the Agency sends them to the e-mail address provided in the Enquiry.
 4. When presenting the Terms of Service, the Agency may indicate that in order to conclude the Contract, the Customer will need to pay a prepayment in the form of a total advance payment, advance payment or down payment (hereinafter: "Prepayment").
 5. After receiving the Terms of Service, the Customer may inform about the acceptance of these Terms of Service via e-mail, which shall be considered as placing an Order. The order will be considered placed when the Agency receives an email from the Customer.
 6. The message containing the Terms of Service may include the date on which they are binding for the Agency. The Order shall be considered effective if it is submitted before the expiry of the period and, if the Service Terms indicate the need to make a Prepayment, the Agency receives the Prepayment amount or confirmation of the Prepayment.

7. After receiving the Order, the Agency sends the Customer confirmation of placing the Order together with the Order number, which is considered the conclusion of the contract between the Agency and the Customer, in accordance with GTNC and the Terms of Service, taking into account the scope of service specified in the Enquiry. If the Terms of Service specified that a Prepayment would be required, and the Agency has sent confirmation of receiving the Order despite not receiving said Prepayment, the Contract is concluded when the Agency receives the entire amount of the Prepayment, or when the Agency receives confirmation of the Prepayment.
8. If, in a given case rendering the Service requires concluding an Executive Contract to conclude the Contract, in such a case the Contract shall be deemed concluded upon the Consumer accepting the GTNC and the Executive Contract and confirmation of these terms by the Agency.
9. If subsequent versions of the Terms of Service or (if applicable) the Executive Contract are presented as part of negotiations between the Agency and the Customer, each presentation of the new Terms of Service or (if applicable) the Executive Contract for a given Enquiry ends the validity of the previously submitted Terms of Service or (if applicable) Executive Contract, regardless of the period of validity indicated therein.
10. Submitting an Enquiry is possible by using the order form available at www.alingua.pl/order and www.alingua.pl/contact, by e-mail to the address biuro@alingua.pl, by mail to the address of the Agency's office, or by submitting it in person at the Agency's office.
11. In the event that the original message from the Customer did not contain all the information required for successful submission of the Enquiry, the Agency may request supplementing them. Further messages from the Customer containing information shall be considered a complete Enquiry when the Agency receives all the data needed to present the Terms of Service or (if applicable) a proposal of the Executive Contract.
12. In the case of translations with a particular level of difficulty, requiring specialist expertise, the Customer should provide the Agency with sources of professional vocabulary and allow consultation with the Customer's representative.

13. If the order is placed directly at the Agency's office, the procedures for submitting the Enquiry, presenting the Terms of Service and submitting the Order may be oral. Any failure to comply with the rules or simplifying the procedure for concluding the contract between the Agency and the Customer described above does not exclude application or limit other provisions of the GTC.

§ 3 Service implementation

1. Where the delivery date is specified in days, the number of days does not include the day of accepting the order, as well as Saturdays, Sundays and public holidays.
2. Certified translations are carried out in accordance with the applicable law.
3. Translation can be carried out in the following variants:
 - 1) basic - covers the work of a professional translator; no proofreading or verification is carried out,
 - 2) standard - includes the work of a professional translator and proofreader - linguist, who will carry out the final check of linguistic correctness, improve punctuation, correct typos and consistency of terminology,
 - 3) select - includes service by a professional translator and proofreader, as well as an additional editing and localization made by a target language native speaker,
 - 4) prestige - especially recommended for technical texts: user manuals, etc. - three people work on the text - a translator, a (technical) verifier checking the correctness of the terminology used and a proofreader.
4. Detailed information on the principles and costs of rendering the Service under a given option shall be provided to the Customer upon submitting the Terms of Service or draft Executive Contract.
5. The translation can be provided to the client:
 - 1) by e-mail,
 - 2) by fax,
 - 3) by traditional mail (by registered mail or priority mail),
 - 4) by courier,

- 5) in person at the Agency's headquarters within a fixed period of time during the Agency's working hours.
6. Where sending the order by post or by courier, the day on which the Customer is notified by the Agency in any way about the completion of the translation is the day on which the Agency has fulfilled the Contract.
7. The Agency is not responsible for late delivery of parcels by the Polish Post and courier companies. Delay in receiving the consignment (translated text) by the recipient may not result in a delay in payment.
8. The possibility of sending documents by courier is limited to carriers whom the Agency cooperates with.
9. As part of using the Agency's Services, it is prohibited for the Customer to provide any illegal content.
10. To use the Services of the Agency based on the Terms of Service by means of the Enquiry form, it is necessary that the Customer's equipment meets the following technical parameters:
 - 1) Internet access,
 - 2) e-mail access,
 - 3) working software that allows reading files in .doc, .docx, .pdf, jpg, xls, xlsx, ppt, pptx, [__].
11. The documents submitted for translation are handed over to the Client upon receipt of the translation. If for any reasons the translated documents are not collected by the Client, the period of storage of such documents, including those containing personal data gathered by the Agency in connection with the translation, is 4 years from the end of the calendar year in which the data is collected. After that period, personal data shall be deleted, unless further storage is necessary for the protection of rights or assertion of claims.

§ 4 Settlements

1. Unless expressly provided for in the Terms of Service, the amount of remuneration indicated therein includes the preparation of one copy of the translation or another

document. The remuneration for subsequent copies is 50% of the remuneration for rendering the service as a result of which the document was developed.

2. The remuneration shall be increased particularly by shipping costs, specified as:
 - 1) if sent by Polish Post, a gross amount of PLN 10 for a shipment within the territory of the Republic of Poland and PLN 25 gross for a shipment abroad,
 - 2) if sent by courier - in accordance with the price list of the company providing courier services.
3. The Customer shall pay the amount due by transfer to the account number given on the VAT invoice or in the content of the e-mail message.
4. The completed translation remains the property of the Agency until the full amount has been paid by the Customer. Along with the payment, the Customer acquires property copyrights.
5. When it comes to deadlines, translations will be considered:
 - 1) for express translations - where an order is submitted on the day of submitting the Enquiry or the next day, or if the number of pages to be translated, taking into account the agreed time of translation, is over 10 pages per day (hereinafter: "Express Translations"),
 - 2) for accelerated translations - where an order is submitted on the day of submitting the Enquiry or the next day, or if the number of pages to be translated, taking into account the agreed time of translation, is between 6 and 10 pages per day (hereinafter: "Accelerated Translations").
6. Through the website for the purposes of item 5 and in other cases where it would be relevant for the cooperation between the parties, the following is considered:
 - 1) 1125 characters including spaces - for certified translations,
 - 2) 1800 characters including spaces - for other translations.
7. For regular (uncertified) translation, the cost is calculated based on the current price list with an accuracy of half (0.5) a page: for texts containing between 1 and 900 characters with spaces, the text is treated as 0.5 translation page; for texts containing between 901 and 1800 characters with spaces, the text is treated as one translation page.

§ 5 Liability

1. The Agency is not liable for substantive errors in translation resulting from ambiguities or errors in the original text.
2. The Agency is not responsible for the improper quality and timeliness of services, or interruptions and delays in the provision of services resulting from reasons beyond its control, such as force majeure, technical issues (e.g. computer equipment failures, failures in Internet and telephone connections, power outages, delays caused by the Polish Post or courier companies, destruction of documents by the post, etc.).
3. The Agency's liability for damages does not include errors in express translations and accelerated translations. The Customer ordering express translation or accelerated translation accepts the risk of translation errors occurring
4. The translation service does not include any interference in the substantive layer of the text. If the materials provided for translation contain errors or inconsistencies (including terms used in a manner inconsistent with the context of their use), the Agency shall present a translation in accordance with the principles of art, made only on the basis of source documents; regardless of the above,

§ 6 Complaints

1. the Customer is obliged to check the compliance of the translation with the materials delivered to the Agency before paying the amount due and before making it available to third parties. Using the translation in any way before payment shall be considered as the Customer's accepting the translation text without reservation.
2. The Customer has the right to lodge a complaint regarding the service rendered up to 14 days after its performance. Complaints submitted after this period shall be handled by the Agency for a fee at a rate of 50% of the rate for the given type of service.
3. If the complaint is considered legitimate, the Agency is obliged to remove any translation defects immediately and free of charge, although within a timeframe

enabling proper consideration. The Agency reserves the sole right to amend the text subject to the complaint.

4. The Agency is not liable for damages for translations in the BASIC option, which do not include verification or proofreading. The Customer placing an Order to carry out the work in the BASIC option, which only includes the OCR service and translation, accepts the risk of errors in this type of translation.
5. Filing a complaint does not constitute grounds for refusing to pay for the translation, nor can it reduce or delay this payment in any way.
6. The amount of compensation for all damages related to the performance of the Order by the Agency is limited to the net remuneration (excluding VAT) due to the Agency for the performance of said Order.
7. The complaint is only considered if the payment date for the translation has not been exceeded.
8. Complaints must be submitted in writing:
 - 1) in person at the Agency's office,
 - 2) by mail to the Agency's office address,
 - 3) by e-mail to the address biuro@alingua.pl.
9. The complaint should include:
 - 1) personal and contact details: phone, e-mail address or correspondence address with an indication of the person submitting the complaint and their signature,
 - 2) a written detailed description of the reservations with specific error indicated with their justification: the description should be submitted in the form of a separate note, which (in a specific and substantiated manner) specifies at least 3 (three) grammatical, stylistic, punctuation or spelling errors in translation, along with their place of occurrence (giving the page number and the line where the error occurs). Preferential or terminological/semantic corrections cannot be the basis for a complaint (unless a glossary was provided before the translation was started). Comments can also be clearly marked in the text of the translation along with errors, e.g. marked parts of

the text. Comments should be specific and accurate, and should relate to errors arising solely through the translator's fault.

10. Terms of obtaining a 100% refund:

the compensation in the amount of the full net remuneration (excluding VAT) due to the Agency for the performance of a given Order relates to implementation

in the select or prestige option, including text verification and proofreading, when the translation has at least 4 of the following errors per 10 billing pages, as determined based on the content of § 4 item 6 of the GTNC (for the whole order, e.g. 20 such errors should be indicated in a text of 50 billing pages):

- 1) substantive errors changing the meaning of a sentence or its fragment,
- 2) language errors (preferential or terminological corrections cannot be the basis for the complaint, unless a glossary was provided prior to the translation),
- 3) errors with specific consequences for the end user (inability to interpret the operating instructions correctly, ineffectiveness of the translated legal provision, incorrect information provided to contractors, etc.).

§ 7 Final provisions

1. The content presented on our website, particularly advertisements, price lists and other information, is not an offer within the meaning of Article 66 and 66¹ of the Civil Code, but should be treated as an invitation to tender.
2. In the event of a dispute hereunder, the parties shall endeavor to resolve the matter amicably. In the absence of reaching an contract, the dispute shall be settled by the court having jurisdiction over the Agency.
3. The law applicable to any dispute arising hereunder is Polish law.
4. The Agency has the right to change the GTNC. In relation to Contracts concluded before the change of the GTNC, GTNC provisions valid as at the date of conclusion of the Contract shall apply.
5. The change in the GTNC shall enter into force within 24 hours of being published on the Website.

6. The GTNC enters into force on 14.04.2020.