

# 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 22<sup>1</sup> 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 <a href="http://alingua.pl">alingua.pl</a> 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 CONSUMERS**

## **§ 1 General Provisions**

1. The Agency renders Services for Consumers based on the Contract concluded on the terms specified in the GTC, the Terms of Service and the Order. This means that these documents specify the rights and obligations of the Agency and the Consumer, subject to item 2 below.
2. The Agency and the Customer may set detailed rules for cooperation not indicated in or other than those resulting from the GTC, by concluding the Executive Contract in writing.  
In such a case, the Executive Contract has priority and in the remaining scope, the GTC 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.
5. To the extent that this does not result from the GTC, the Terms of Service, the Order and (if applicable) the Executive Contract, the provisions of Consumer Law shall apply.
6. Before concluding the Contract, the Agency shall provide the Consumer with the GTC, the Terms of Service, the Order and (if applicable to the given service - instead of Terms of Service and the Order) the Executive Contract, as well as perform its disclosure requirement specified in the Consumer Law.

7. The Consumer is not bound by these provisions of the GTC, the Terms of Service, the Order and (if applicable) the Executive Contract:
  - 1) that would constitute illegal contract terms within the meaning of the Civil Code,
  - 2) that would violate other mandatory legal provisions regarding the conclusion of contracts with the participation of Consumers,
  - 3) that would be entered in the register of contract template provisions considered prohibited, which is kept by the President of the Office of Competition and Consumer Protection.
8. If, despite other intentions of the Agency, the GTC, the Terms of Service, the Order and (if applicable) the Executive Contract contained provisions opposing the Consumer Law, such provisions should be considered null and void. To this extent, the relevant provisions shall apply, particularly those arising from Consumer Law.
9. The consumer may not waive their rights conferred by Consumer Law.
10. Rendering a service unsolicited by the Consumer as referred to in Article 9 item 6 of the Act of 23 August 2007 on counteracting unfair market practices (Journal of Laws of 2017, item 2070), takes place at the risk of the Agency and does not impose any obligations on the Consumer.

## **§ 2 Placing and accepting the Order**

1. The conclusion of a contract between the Agency and the Consumer requires the following actions:
  - 1) the Consumer submitting an Enquiry containing the complete set of information described in item 2 below,
  - 2) the Agency presenting the Terms of Service for the Consumer,
  - 3) the Consumer's acceptance of the Terms of Service by the Agency 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) GTC 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 Consumer 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 Consumer 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 Consumer.
  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 this 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 Consumer confirmation of placing the Order together with the Order number, which is considered the conclusion of the contract between the Agency and the Consumer, in accordance with GTC 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 GTC 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 Consumer, 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](http://www.alingua.pl/order) and [alingua.pl/contact](http://alingua.pl/contact), by e-mail to the address [biuro@alingua.pl](mailto: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 Consumer did not contain all the information required for successful submission of the Enquiry, the Agency may request supplementing them. Further messages from the Consumer 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 Consumer should provide the Agency with sources of professional vocabulary and allow consultation with his 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 or concluding the Executive Contract may be oral.

### **§ 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 Consumer upon submitting the Terms of Service or draft Executive Contract.
5. The translation can be provided to the Consumer:
  - 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 a document resulting from the implementation of the Service is sent by mail or by courier, the day on which the Consumer receives access to the text in electronic form is the day on which the Agency has fulfilled the Contract.
7. The possibility of sending documents by courier is limited to carriers whom the Agency cooperates with.
8. As part of using the Agency's Services, it is prohibited for the Customer to provide any illegal content.
9. To use the services of the Agency based on the GTC by means of the Enquiry form, it is necessary that the Customer's equipment meets the following technical parameters:

- 1) Internet access,
  - 2) Access to e-mail,
  - 3) working software that allows reading files in .doc, .docx, .pdf, .jpg, .xls, .xlsx, .ppt, .pptx, [\_\_\_].
10. 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 Remuneration and total costs of rendering the Service**

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.
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 Withdrawal from the Contract**

1. In the case of Contracts concluded outside the Agency's premises or by means of remote communication, the Consumer may withdraw from the Contract without giving a reason, within 14 days from the date of conclusion.
2. If, at the express request of the Consumer, the implementation of the Contract is to begin before the deadline to withdraw from the Contract, the Consumer is obliged to submit an explicit statement on a durable medium. In the event of exercising the right of withdrawal after submitting the above request, the Consumer is obliged to pay for the service rendered by the Agency prior to their withdrawal from the Contract.
3. The right to withdraw from a contract concluded off-premises or remotely is not granted to the consumer in respect of contracts for the provision of translation services if the entrepreneur has fully performed the service with the express consent of the consumer, who was informed before the start of the service that once the

entrepreneur has rendered the service, they shall lose the right to withdraw from the contract.

4. The Consumer may withdraw from the Contract:
  - 1) by posting a statement of withdrawal from the Contract to the Agency's address,
  - 2) by sending an electronic statement of withdrawal from the contract to the Agency, to the e-mail address: [biuro@alingua.pl](mailto:biuro@alingua.pl),
5. When exercising the right to withdraw from the Contract, the Consumer may draw up a statement of withdrawal from the contract in accordance with the template constituting an Annex to the GTC. Using the template attached is not obligatory.
6. For the deadline to be met, it is enough to send a statement before expiry.
7. If the Consumer submits a declaration of withdrawal from the Contract by electronic means, the Agency shall immediately send a confirmation of receipt of information on withdrawal from the contract on a durable medium (in a return e-mail).
8. If the Consumer submits a statement of withdrawal from the Contract, said Contract is considered void.
9. If the Consumer submitted a statement of withdrawal from the Contract before the Agency confirmed the acceptance of the Order and conclusion of the Contract, the offer covered by the Order ceases to be binding.
10. The Agency has the obligation to return the Consumer all payments they had made no later than 14 days from the date of receipt of the Consumer's declaration to withdraw from the contract.
11. The Agency shall refund payments using the same method of payment as used by the Consumer, unless they explicitly agreed to a different method of refund that does not involve any costs for them.

## **§ 6 Liability and complaints**

1. The Consumer has rights against the Agency under warranty for defects (Articles 556-576 of the Civil Code), and the provisions of the GTC do not exclude or limit them in any way.
2. Complaints regarding the Translation should be made in writing or by e-mail to the Agency's e-mail address: [biuro@alingua.pl](mailto:biuro@alingua.pl).

3. The complaint should at least include a concise description of the defect, the circumstances (including the date) of its occurrence, the identification data (including contact details) of the Consumer submitting the complaint, and the Consumer's request in relation to the defect.
4. The Agency shall respond to the complaint request immediately, within 14 days from receiving the complaint. If the Agency does not respond to the complaint submitted by the Consumer within 14 days, it is considered that the Agency has considered the Consumer's request justified.

### **§ 7 Out-of-court methods for resolving consumer complaints**

1. Detailed information regarding the Consumer's possibility of using out-of-court ways of handling complaints and redress, as well as the rules of access to these procedures are available at the offices and on the websites of district (municipal) consumer ombudsmen, social organizations, whose statutory tasks include consumer protection, Provincial Inspectorates of Trade Inspection and at the Internet addresses of the Office of Competition and Consumer Protection.
2. At <https://ec.europa.eu/consumers/odr>, the Consumer has access to the settlement of consumer disputes by electronic means via the EU Internet platform (ODR platform). The ODR platform is a multilingual, interactive website for serving consumers and entrepreneurs seeking out-of-court settlement of disputes arising from the conclusion of a remote sales contract or service contract.
3. Disputes between the Agency and the Consumer regarding the Agency's rendering Services may be settled amicably, e.g. by means of proceedings:
  - 1) for out-of-court resolution of consumer disputes, initiated at the request of the provincial inspector of the Trade Inspection competent for the Agency's place of business, pursuant to Article 36 of the Act of 15 December 2000 on Trade Inspection (i.e. Journal of Laws of 2017, item 1063, as amended) on the principles set out in the Regulation of the Prime Minister of 17 May 2017 on the rules for the organization and activities of the Trade Inspection in out-of-court resolution of consumer disputes (Journal of Laws of 2017, item 1014);

2) before permanent arbitration courts at the provincial inspectors of the Trade Inspection (i.e. Journal of Laws of 2017, item 1063, as amended), on the principles set out in the Regulation of the Minister of Justice of July 6, 2017 on determining the rules for the organization and activities of permanent arbitration courts at the provincial inspectors of the Trade Inspection (Journal of Laws of 2017, item 1356); the case may be addressed by an arbitration court only if both parties to the dispute agree to it.

## **§ 8 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 66<sup>1</sup> of the Civil Code, but should be treated as an invitation to tender.
2. The Agency is liable for non-performance or improper performance of the contract on general principles, unless otherwise stipulated in the Executive Contract concluded between the Agency and the Consumer, subject to item 3 below.
3. In the event of a dispute hereunder, the parties shall endeavor to resolve the matter amicably. If no agreement is reached, the dispute shall be resolved through court proceedings according to the jurisdiction established based on the provisions of the Code of Civil Procedure.
4. The law applicable to any dispute arising hereunder is Polish law.
5. The Seller has the right to change the GTC. In relation to Contracts concluded before the change of the GTC, GTC provisions valid as at the date of conclusion of the Contract shall apply.
6. The change in the GTC shall enter into force within 24 hours of being published on the Website.
7. The GTC enters into force on 14.04.2020.