

TERMS OF BUSINESS

The translation-interpreting agency **Grabmüller – Jazykový servis** was founded to provide high-quality translating-interpreting services and foreign language instruction. The agency focuses primarily on providing services to businesses. Our priorities are quality, speed and flexibility.

1. Application of the terms of business

Grabmüller - Jazykový servis is an association of two individual entrepreneurs:

Marek Grabmüller, Company ID: 14901820, Tax ID: CZ6512231154, registered at Na Farkáně III. 200/17, Prague 5, business office: Opletalova 55, Prague 1,

and

Lucie Zapletalová, Company ID: 63061481, Tax ID: CZ7055250180, registered at Sekaninova 6, Prague 2, business office: Opletalova 55, Prague 1.

The terms of business define the relationship between either of the aforementioned individuals (each of them hereinafter called GJS) and their clients. The terms of business constitute a part of every contract concluded between GJS and its clients. The terms of business of a client shall not be accepted if they are contrary to the following terms of business. The contractual relationship between the client and GJS is governed by the laws of the Czech Republic and in particular by the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.

2. Terms of payment

- a) Unless agreed otherwise, payment of invoices is due 10 days after the issuing of invoices.
- b) If an invoice is not paid on time, a default interest penalty of 0.1% per day of the outstanding amount will be charged.
- c) If a default interest penalty is applied, any discounts offered on the relevant contract will also be cancelled.

3. Compensation for damages

The right to compensation for damage against GJS is restricted to cases of damages arising intentionally or through negligence.

4. Liability

GJS shall not be liable for errors in a translation that arise as a result of poorly legible, linguistically poor or incomplete original texts. Neither shall GJS be liable for inaccuracies arising from the failure of the client to provide notice in writing on the necessity of using the client's provided in-house terminology, nor shall GJS be liable for errors arising because of the lack of knowledge of a context that was not made available to GJS. GJS also bears no liability for issues relating to linguistic style. In the event of errors in a translation for which GJS is liable, the rights of the client are limited to its right to require a correction of the completed translation. Such a claim must be made in writing within 2 weeks of delivery of the completed translation, and the errors must be identified in detail. GJS accepts no liability for damages arising on the basis of translation or interpreting errors.

Special Terms of Business

1. Translations

Receipt of orders and delivery of translations

The customer turns over the material to be translated and receives the completed translation at the office of Jazykový servis at the address: Opletalova 55, 110 00 Prague 1. When the customer places an order, Jazykový servis issues a receipt. The completed work is delivered in exchange for that receipt. Upon request, material to be translated and completed translations may be exchanged in some other manner (by e-mail, fax, delivery service, etc.) or a different place, but at the expense and risk of the customer.

Calculation of prices

The basic unit for determining the price of a translation is the standard page, i.e., 1800 keystrokes (30 lines x 60 keystrokes). The number of keystrokes in the completed translation determines the price. The computer counts the number of keystrokes. The price per standard page is charged for any text shorter than one standard page. The same applies to the final incomplete page.

For more difficult translations, a surcharge of 10% to 50% is added to the basic rate (stated in the price list). The amount of the surcharge is always determined at the discretion of GJS. Such charges are for:

- specialized texts (containing legal, financial, technical, scientific or other exceptionally difficult language)
- advertising texts
- difficulty of translation (poorly legible original text - e.g. small, weak or blurred print, handwritten or hand-corrected text, poorly composed original texts with respect to grammar or clarity)
- graphics (tables, entry into databases, descriptions of pictures, etc.)
- special stylistic considerations for texts intended for publication

Delivery periods

Delivery periods are calculated on the basis of 8 standard pages/day; the day the order is placed, the day the translation is returned, Saturdays, Sundays and holidays are not counted for this purpose. For express translations due within 24 hours of placement of the order, a surcharge applies in the amount of 100% of the price that would be charged for the translation under normal terms of delivery. For translations within 48 hours, the surcharge is 50%. The same surcharge also applies to larger orders when the required deadline necessitates the translation of more than 8 standard pages/day. The aforementioned deadlines are not binding and do not constitute a component of the contractual agreement between the client and GJS.

Terms of cancellation

An order that has been submitted for a translation cannot be cancelled.

Translations of texts with other associated costs

Translations of texts with other associated costs, such as texts intended for print, publication or duplication by any means, are translated in the appropriate quality only upon the written notification by the client that such a text is involved. Translations of these texts involve the further cost of proofreading. GJS bears no liability if the client fails to inform GJS about such circumstances and if the client fails to provide the finished text for a final proofreading before printing.

2. Interpreting

GJS offers specialized consecutive and simultaneous interpreting.

Consecutive interpreting means there is a delay, i.e. the speaker makes pauses at short intervals in order to allow the interpreter to make an exact translation of the text that has just been spoken.

Simultaneous interpreting means interpreting which takes place without the interpreted speech being halted. As a rule, simultaneous interpreting involves the use of interpreting equipment.

The half-day rate (up to 4 hours) applies to interpreting that does not go on past 1 p.m. If that occurs, the daily rate (up to 8 hours) applies.

For consecutive interpreting of particular importance (general assemblies, lectures, conferences, addresses, etc.), at least 2 interpreters shall be provided for each required language.

The customer is required to provide the written contributions of participants or other meeting documents sufficiently in advance.

GJS has the right to include time spent in transit from its headquarters to the site of interpreting and back as part of the period of engagement. The applicable laws of the Czech Republic govern the reimbursement of travel costs (travel allowance, per diem, accommodations, expenses, etc.).

Cancellation

There is no charge if an order is cancelled more than 3 days before the beginning of the event.

If the customer cancels an order for interpreting three days before the beginning of the event or at an even later time, the cancellation fee is in the amount of 50% of the agreed price if the event in question was to last not more than one day, and 100% of the agreed price per day if the event in question was to have been longer. If the customer cancels an order for interpreting during the agreed period for the interpreting, the customer must pay the agreed fee and reimburse documented expenses in full.

3. Language courses

GJS provides individual and group foreign language courses.

The tuition price is agreed individually based on the client's specific requirements for language courses.

Language courses are generally offered on the basis of an open-ended contract with a one-month period of notice of cancellation.

Invoices for language courses are issued once per month, retroactively.

Terms of cancellation

GJS offers the customer the right to cancel an order after the first lesson without any cancellation fee. In such a case, the customer pays only for the first lesson. If the customer cancels an order at a later time, payment is required through the month following the month during which the order is cancelled, regardless of whether lessons will be taking place. If the teacher cancels a lesson, the customer shall be offered a make-up lesson. In this case, the teacher shall discuss the time of the make-up lesson with the customer.

If the customer cancels a lesson because of time or for any other reason, the lesson is considered to have taken place.

GJS reserves the right to replace teachers when necessary.