

1. GENERAL PROVISIONS

1.1. These General Terms and Conditions (hereinafter the “GTC”) shall govern mutual relations between Emilia Chelarskaya (RORU Interpret), residing in Naas, Co. Kildare, Ireland, (hereinafter the “Service Provider”) and any natural person or legal entity to whom she provides services upon their order for the service (hereinafter the “Customer”).

1.2. The subject-matter is the provision of the interpreting services (hereinafter referred to as “interpreting services”).

1.3. The present General Terms and Conditions are applicable to all transactions and agreements between the Service Provider and the Customer. By placing an order the Customer expresses his consent to the GTC and acknowledges that if the order is accepted, the contractual relation shall be governed by the GTC. Any possible general or specific terms and conditions belonging to the Customer will be unenforceable, unless explicitly agreed on in writing between both parties.

1.4. The contract between the Customer and the Service Provider originates:

- upon an order placed by the Customer electronically (via e-mail) or in another form, if the Service Provider agrees with it, and upon explicit acceptance of such order by the Service Provider;
- upon the conclusion of a Contract on Service Provision (Interpreting Agreement) (hereinafter referred to as a “Contract on Service Provision”).

1.5. The agreed conditions of the contractual relationship can be amended or cancelled only in writing with the consent of both Contracting Parties unless stated otherwise.

1.6. By placing an order the Customer undertakes to pay remuneration to the Service Provider for the required interpreting services.

1.7. The Service Provider considers the person who placed the order as the Customer, regardless if the work has been ordered on behalf of a third party.

2. RECEIPT AND MODIFICATION OF AN ORDER

2.1. The Service Provider shall confirm receipt of every order in writing.

2.2. If the Service Provider fails to confirm the receipt of a Customer order or confirms receipt of the order with reservations, it is presumed that the contractual relationship shall not originate until an agreement is reached.

2.3. A Contract between the Customer and the Service Provider originates also in the case when the Customer accepts a proposal of the Service Provider for a change in the conditions of the order.

2.4. If the Customer modifies the order after having accepted the offer, the Service Provider reserves the right to modify the offer or even to withdraw it and to modify the delivery time.

2.5. The quoted price shall be binding for a period of 30 calendar days. However additional expenses in relation to interpreting services such as travelling costs, changes to the location or addition of a new location and any other services not specified in the quotation may be subject to price increases.

2.6. The Service Provider is entitled to reject an order, e.g. on moral grounds or due to other reasons, of which the Customer shall be immediately notified.

2.7. In order to provide the best quality of interpreting services, the Service Provider is entitled to consult the Customer for terminological and factual aspects of the interpreted text; if need be, the Service Provider is entitled to request further terminology and information. The Customer shall provide such requested information to the Service Provider, unless prohibited by provisions of generally binding legislation. Provision by the Customer of the said information does not establish an entitlement to special commission or discount on interpreting services from the Service Provider.

3. PRICE AND PAYMENT CONDITIONS

3.1. PRICING (Anexa1)

3.1.1. The Customer undertakes to pay to the Service Provider for interpreting services the remuneration according to the price agreed on the date of the confirmation and acceptance of the order.

3.1.2. The price for *interpreting services* shall be either paid for every started hour of interpreting or per interpreting day.

3.2. ADDITIONAL CHARGES

3.2.1. Additional charges apply for provision of services on weekends and holidays, audio or video recording of interpreting process.

3.2.2. The Customer is obliged to provide transport by relevant means depending on the distance of the place of interpreting or to compensate travel costs to the full extent.

3.2.3. The Service Provider is entitled to charge the same rate for the time spent on the journey, or otherwise lost as a result of the interpreting, as during interpreting itself.

3.2.4. The Customer covers expenses for meals, i.e. lunch if the Service Provider is booked for a day or breakfast, lunch and dinner if the Service Provider is booked for more than one day outside of her business address.

3.2.5. The Customer is obliged to provide accommodation to the Service Provider in a single room, including facilities, the night before she is due to start working at early

hours, or every night of the working day, if the Service Provider is required to stay overnight at the location outside her business address.

3.2.6. When making the audio recording, the Customer shall be charged a one-off extra to the total price of the *interpreting services*.

3.3. PAYMENT PROCESS

3.3.1. The remuneration of the Service Provider for interpreting service performed upon a particular order is payable either on the day of placing an order or upon the issue of an invoice by the Service Provider within 15 days from the date of the invoice delivery to the Customer. The Service Provider shall issue an invoice or a receipt after the performance of every interpreting service.

3.3.2. The Service Provider is entitled to require from the Customer an advance payment for the remuneration, up to the amount of 100% of the assumed remuneration (hereinafter referred to as “Advance Payment”); the amount of the assumed remuneration shall be specified by the Service Provider. The Service Provider shall notify the Customer in the order confirmation whether an Advance Payment is required and in what amount. The Customer is obliged to settle the Advance Payment upon the invoice issued by the Service Provider within 3 days of delivery of the invoice to the Customer. The Advance Payment shall be paid no later than 3 days before the date on which the required interpreting services are to be provided, unless otherwise agreed upon by the Contracting Parties. If the Customer fails to settle the Advance Payment (in full amount) within 10 days of the conclusion of the Contract on service provision, the Contract on service provision shall expire; the Contract on service provision shall also expire if the Advance Payment (in full amount) is not paid no later than 3 days before the day on which the required interpreting services are to be provided, except as otherwise agreed by the Contracting Parties.

3.3.3. Any payment on the part of the Customer against the Service Provider shall be considered as paid on the date of its crediting to the account of the Service Provider or by the date of the actual receipt of the relevant amount in cash by the Service Provider.

3.3.4. In the case of a delay of the Customer with payment of the remuneration pursuant to this Article, the Service Provider is entitled to a contractual penalty from the Customer in the amount of 2% per month calculated on a daily basis from the due date of payment. The right to compensation for damage shall not be affected by the contractual penalty even if the amount of the damage exceeds the amount of the contractual penalty.

4. ORDER CANCELLATION

4.1. Any decision to waive all or part of the above cancellation fees shall be at the sole discretion of the Service Provider.

4.2. CANCELLATION OF INTERPRETING SERVICES

4.2.1. The Customer is entitled to cancel an order without penalty no later than 72 hours (3 full days) before the agreed time of beginning of the provision of interpreting services charged *on an hourly basis*. After the expiry of the above period, but no later than 24 hours before the agreed time of beginning of the provision of interpreting services, the Customer shall pay the Service Provider 50% of the remuneration. If the Customer cancels the order later, 100% of the remuneration for interpreting services charged on an hourly basis, shall be paid by the Customer.

4.2.2. If the Customer wishes to cancel an order for interpreting services charged *on a daily basis*, the full fee specified in the quotation shall be payable when the cancellation is made less than 72 hours (3 full days) during working days before the agreed time of beginning of the provision of interpreting services.

5. RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

5.1. A day of interpreting means 8 hours including breaks.

5.2. The Customer shall provide a break for the Service Provider and a rest for a minimum of half an hour no later than after four hours of interpreting.

5.3. The Customer shall not demand the Service Provider to perform another activity outside the scope of the order (e.g. written translation, record of the negotiation, accompanying services etc.).

5.4. The Customer is obliged to ensure the necessary collaboration with the Service Provider, including provision of all information necessary to secure performance of the subject-matter of the Contract. When ordering interpreting services, the Customer is obliged to deliver to the Service Provider all available materials, i.e. a complete set of documents (programme, agenda, script, minutes of previous meetings, reports, abstracts, speeches, presentations, etc.) if available, as far in advance of the day of provision of interpreting services as possible, and in any case not later than 3 working days before the date of provision of the interpreting services. The Customer acknowledges that failure to deliver such materials in time or at all shall hinder the preparation of the Service Provider and therefore the best quality performance. If the Customer breaches this obligation, the Service Provider shall not be responsible for eventual complaints due to reasons related to the breach of this obligation.

5.5. Recording of the performance of the Service Provider is subject to the Service Provider's copyright under the Copyright Act.

5.6. The Customer is obliged to accept interpreting services pursuant to the order confirmed by the Service Provider.

5.7. If the Customer refuses to accept the agreed interpreting services without provable serious reason, the rendered services shall be considered as the provision of interpreting services upon the accepted order. The Service Provider is entitled to issue an invoice and the Customer is obliged to pay the invoice.

6. LIABILITY AND SPECIAL PROVISIONS

6.1. The Service Provider undertakes to apply professional care with the fulfilment of the subject-matter of the Contract. The Service Provider further undertakes to observe generally binding legal regulations, as well as confidentiality and other requirements of the Customer and contractual stipulations between the Service Provider and the Customer.

6.2. The Service Provider shall not be held responsible for damage originating to the Customer due to failure to implement the contractual obligations, if it happens due to reasons which the Service Provider could not foresee at the time of conclusion of this contractual relationship between the Service Provider and the Customer (as well as at the time of the order receipt). If the Service Provider is unable to fulfil her obligations due to *force majeure*, she has the right to dissolve the agreement without having to pay damages of any kind. The following circumstances are to be considered as force majeure: fire, accident, illness, strike, upheaval, war, measures that influence transportation, measures taken by the authorities or any other situation over which the Service Provider has no control. In such cases of force majeure, the Service Provider will only be expected to deliver interpretation services as soon as it is reasonably feasible.

6.3. The Service Provider's liability can only be invoked in case of overt and provable deceit and will in that case only be limited to the invoiced sums related to the delivered services that are brought into question.

6.4. The Service Provider reserves the right to dissolve the agreement entirely or in part or to freeze its execution without having to pay damages of any kind if the Customer does not fulfil his obligations or if he requests postponement of payment and/or in case of bankruptcy, liquidation or dissolution of the customer's company. In such cases, the Service Provider is entitled to request immediate payment of all due sums.

6.5. The Service Provider declines all liability for any kind of damage suffered by the Customer, regardless if this damage is of a physical or economical nature or if it is ascribable to late delivery and/or possible loss of profits (this enumeration is not limitative), as well as for any kind of damage suffered by a third party. The Customer bears responsibility for checking the suitability (in the broadest sense of the word) of the translations or other delivered services.

6.6. Illegality or unenforceability of any portion or part of the general terms and conditions will not affect the legality or enforceability of the other parts of the general terms and conditions. The parties agree to substitute, in good faith and under mutual agreement, all invalid or unenforceable parts by valid provisions with a similar intention.

7. COMPLAINTS

7.1. A complaint regarding the service provided shall be made demonstrably without undue delay no later than 15 working days from the date of provision of the interpreting service. Past this term, all delivered work shall be considered accepted and expected to be entirely paid for within the indicated payment term. A written complaint about the service provided shall contain the date of the delivery of the service, a description of the reason and character of the flaws or the number or record of errors. Complaints relative to the non-conformity of provided services must be adequately motivated by means of dictionaries, glossaries and comparable texts written by competent native speakers.

7.2. Submitting a complaint does by no means liberate the Customer from the obligation to pay the Service Provider.

7.3 In the case of an eligible claim regarding provided interpreting services, the Service Provider is obliged to provide the Customer with a reasonable discount from the price for interpreting.

7.4. The Service Provider shall not be liable to the Client for any consequential or indirect loss or damage including loss of profits arising out of or in connection with the provision of any services pursuant to the Contract on Service Provision or the order or arising out of any accident or damage, howsoever caused.

7.5. Every complaint will automatically be void if the Customer adapted the work delivered by the Service Provider or had this work adapted by a third party. Moreover, every complaint will also be void if the Customer wanted the Service Provider to use a certain vocabulary specific to his company and/or a preferred vocabulary without having provided an appropriate glossary to the Service Provider before the execution of the order. The Service Provider shall not be held responsible for defects caused by the observing of instructions given by the Customer.

7.6. In cases of disputes between the Service Provider and the Customer regarding the legitimacy of the claim of the Customer concerning errors in provided services, the contracting parties undertake to resolve this dispute preferably in out-of-court proceedings. For that purpose, they shall agree upon the assigning of an independent interpreter who shall produce an opinion evaluating the eligibility of the errors claimed. The independent interpreter shall be assigned from the list of interpreters and translators kept by the Irish Translators' and Interpreters' Association or from among persons who have a fluent command of the initial (source) and target languages of the

translation. Both contracting parties shall be familiarised with the price estimate for the elaboration of an opinion before its execution. The Customer as well as the Service Provider is entitled to hand over to the assigned independent interpreter all relevant information regarding the claim. The price for providing an opinion shall be paid by the Customer if the opinion reveals that the complaint was unjustified; otherwise these costs shall be paid by the Service Provider.

8. SIONS

8.1. Unless these General Terms and Conditions state otherwise, legal relationships between the contracting parties shall be governed by the Irish law. The contracting parties declare that any disputes regarding the interpretation or implementation of the Contract shall be resolved preferably by mutual negotiations. All disputes shall be under the authority of the Irish courts.

8.2. Stipulations between the Customer and the Service Provider differing from these General Terms and Conditions shall prevail.