

General Terms and Conditions

The purchaser of any service offered by SHC International Kft. accepts the General Terms and Conditions, so the provisions of the GTC shall be applicable to the order.

1. Ordering the service

- 1.1. By placing an order, the Customer accepts these provisions after being read and interpreted as in agreement with its will in its entirety. By sending the completed and signed order form or by sending an e-mail order and by the acceptance of it by the Service Provider, a written agreement is concluded between the parties, as provided for therein. All orders received must be confirmed by the Translation Service Provider in writing, thereby acknowledging that it shall fulfil the ordered service in accordance with the specified terms and conditions.
- 1.2. The Customer and the Translation Service Provider agree that the Translation Service Provider will perform the services based on the order.
- 1.3. The Parties declare that, in their contractual relationship, e-mails shall be deemed to be like paper-based written documents duly signed by the Parties or authorized to do so, and both the identity of the sender and the contents of the mail shall be accepted as authentic, until the contrary is proven. In respect of e-mails that have been properly created in accordance with the GTC, the Parties may not invoke before courts or other authorities that the mails do not comply with the requirements for written documents created on behalf of the Company, unless the application has been proven to be fraudulent or otherwise unlawful. In the event of a dispute regarding the sender or the contents of the mail in relation to the sender's e-mail, the sender shall bear the burden of proving that the mail was not sent by the person designated as the Sender or with the content received. The Parties declare that the applicable e-mail system is considered safe and suitable at the time of the valid order, and at the same time undertake to notify the other Party if the security of the system is threatened during the operation, according to their knowledge. The Parties shall be liable for any damage resulting from late notification.
- 1.4. The order is valid from the Service Provider's confirmation of the Customer's order. The Service Provider's e-mail sent in this regard, regardless of whether it has been confirmed by the Customer, constitutes a valid confirmation. The order is valid even if, in case of prepayment, the countervalue of the order is paid in whole or in part by the Customer according to the fee notice of the Service Provider. If the Customer cancels a valid order, the terms and conditions of cancellation apply.

2. The Service

- 2.1. The core activities of the Translation Service Provider: translation, editing, proofreading/revision and localization.
- 2.2. When ordering, the Customer must specify the purpose of the translation, in order for the Service Provider to be able to provide the required service.
- 2.3. If the Customer uses the translations for purposes other than the purpose specified in the order or if any information or data furnished by it to the Translation Service Provider is false or misstated, any damage or consequences shall be borne by the Customer.

- 2.4. The Translation Service Provider shall not be held liable for the translation of specific, unique terminology that has not entered the public domain yet, except, if the Customer has made such terminology available to the Translation Service Provider together with the order.
- 2.5. The Translation Service Provider shall ask any professional questions arising in the course of the performance of the order from the Customer as soon as possible in all cases when it is reasonable to assume that the Customer can answer such questions – e.g. in cases when company-specific abbreviations need to be interpreted, if the meaning of terms needs to be clarified in the specific context of the activity of the Customer, etc. If the Translation Service Provider runs into difficulties interpreting any of the terms in the source text, the Translation Service Provider shall notify the Customer thereof in all such cases.
- 2.6. The Translation Service Provider undertakes to perform all services with the greatest due diligence, with particular attention to selecting the translators and proofreaders/revisers involved.

3. Translation Quality

- 3.1. Proofread translation quality
The proofread/revised translation is correct in terms of spelling, punctuation, grammar, language usage and style, and its content is equivalent to that of the source language text. Naturally, even proofread/revised quality text can be modified further, but the purpose of those modifications is not to correct errors but to tailor the text to individual expectations.
- 3.2. Non-proofread translation quality
Non-proofread/revised translations must be of adequate standard to merit internal use, or to be submitted for proofreading/revision — the translation may therefore not contain any serious content or usage mistakes, misinterpretations or omissions. In the event of proofreading, proofreaders/revisers do not have to implement sentence-level modifications to the text; the translation can be fine-tuned with word changes. Non-proofread/revised translations undergo mandatory basic proofreading/revision as well.
- 3.3. Unacceptable quality of proofread translations
The quality of the proofread translation (see 2.6.1) is considered unacceptable if it contains linguistic, grammatical or stylistic mistakes that adversely affect its meaning. The quality of a translation is considered unacceptable if the Translation Service Provider has not used the terminology and reference materials provided by the Customer appropriately and has not adhered to the contents of the translation guidelines.
- 3.4. Unacceptable quality of non-proofread translations
A non-proofread translation may be condemned if it contains serious linguistic or content errors, misinterpretations or omissions.

4. Providing a Price Quote, Service Fee

- 4.1. The price quote of the Translation Service Provider shall only be valid in writing, up to 1 months from the date of the price quote.
- 4.2. The Translation Service Provider may charge an express surcharge if necessary and warranted by the deadline defined by the Customer (same-day deadline, service ordered with a next day deadline, work to be performed at night, on a rest day or holiday). The Translation Service Provider shall inform the Customer about the amount of the surcharge in the price quote, i.e., before an agreement is concluded.

- 4.3. For translations, an accurate quote can only be issued once the source language text is available.
- 4.4. The quote pertains only to the underlying terms and conditions of assignment and the materials received. If the Customer amends the source material after the quote has been issued, the Translation Service Provider is entitled to amend its terms and conditions for undertaking the assignment, in particular the assignment price and deadline.
- 4.5. The Translation Service Provider is unable to issue a binding quote for source material that varies in contents and/or length.
- 4.6. The fee is calculated on the basis of source language words. Certain written services (e.g. target language review, transcreation, terminology building, etc.) may be billed on an hourly basis.
- 4.7. In case of comprehensive proofreading/revision, the length of the source language document shall serve as basis of the fee calculation. The fee of comprehensive proofreading/revision: 50% of the translation fee for the specific language pair.
- 4.8. After consulting with the Customer, the Translation Service Provider shall have the right to charge the Customer for the translation of any texts that have been translated by others, provided that they are not suitable for proofreading/revision.

5. Performance

- 5.1. In case of translations, the performance deadline can only be kept if all the documents necessary for the translation are received by the Translation Service Provider in accordance with the order. Failure to fulfil this requirement shall extend the performance deadline at least by the Customer's delay.
- 5.2. In case of multiple orders, the Customer may submit additional valid orders if all fees invoiced based on its orders have been fully paid and it has no debt towards the Translation Service Provider on any legal grounds. If the Translation Service Provider begins fulfilling the order in spite of this condition not being met, the Customer's order qualifies as valid.
- 5.3. In case of delivery via electronic mail, the Translation Service Provider shall do everything in its power to ensure that the email is delivered to the Customer by the specified deadline with the attached translation undamaged and intact, but it shall only assume liability for the sending of the email containing the translation ensuring that the email is undamaged and intact.
- 5.4. If the Customer only specifies a given day as the deadline for the performance of the order and does not further specify a time (hour and minutes) on that day, any services to be performed in writing shall be assumed to have been ordered with a deadline of 12:00 at night on the day specified.

6. Cancellation of orders and the penalty charged

- 6.1. If the performance of the written service has already started at the time of cancellation of the order by the Customer, it shall pay 50% of the contractual fee to the Translation Service Provider, even if it does not lay claim to receiving the partially completed work and/or the partially completed work does not amount to 50% of the ordered translation volume. If the volume of the partially completed work exceeds half of the original order at the time of cancellation, the Customer shall pay a contractual fee proportional to this volume to the Translation Service Provider.

7. Quality Complaints

- 7.1. The Translation Service Provider must prepare high quality translations that it is suitable for the purpose specified by the Customer and complies with the written and generally accepted rules of the profession. The Translation Service Provider shall not be held liable for the use of special terms and terminologies featured in the document that have not entered the public domain.
- 7.2. The incorrect translation of special terms – in particular special terms used in the given sector or within the company of the Customer – shall not be regarded as a translation deficiency, except, if the Customer provided a consultation opportunity for the Translation Service Provider, and the Translation Service Provider failed to take advantage of this opportunity.
- 7.3. The Customer understands that the requirements set against proofread/revised and non-proofread/revised translations are different and as such, quality complaints shall only be regarded as justified if the quality of the translation is below the quality level that can be reasonably expected from the service ordered.
- 7.4. If the Customer orders an express translation, but does not order proofreading/revision, that necessarily precludes the Translation Service Provider's ability to subject the translation to its usual high-quality checking procedure. In this case, the Translation Service Provider shall not be held liable for any eventual inconsistencies in the translation, albeit it shall handle the translation with the same level of care and attention as it would any other translation jobs.
- 7.5. The Customer shall have the right to lodge a complaint about the quality of any written services immediately after the performance of the service, but no later than payment deadline specified on the invoice issued for the service performed. The entitled party shall be held liable for any damage arising from late disclosure.
- 7.6. In case of written services, the Customer shall give the Translation Service Provider sufficient time and the opportunity to investigate the objection and correct any potential shortcomings. If the Customer has failed to do so or has mandated a third party to address the shortcomings, the Translation Service Provider shall be exempted from its obligation to correct shortcomings.
- 7.7. If the Translation Service Provider has addressed the shortcomings within a reasonable time, the Customer shall pay the full amount stated on the Translation Service Provider's invoice.
- 7.8. If the Translation Service Provider does not correct the shortcomings until the deadline specified by the parties, the Customer may cancel the agreement or request a reduction of the fee. The Customer shall not be entitled to cancel the agreement if the deficiency is insignificant. A deficiency is insignificant if there are no translation omissions in the text that render the interpretation of the text impossible.
- 7.9. The Translation Service Provider shall not be held liable for any translation errors that arise from any ambiguities, mistakes, omissions in the text submitted for translation, at the same time, it shall inform the Customer of any mistakes/deficiencies uncovered in the source text as soon as possible, but no later than at the time of the delivery of the translation.

8. Data Management, Confidentiality Obligation

- 8.1. The original handwritten, printed documents or documents recorded on a data storage device made available to the Translation Service Provider returned to the Customer at the time of the delivery of the translation. If the Customer

does not need the original document, it shall issue a written statement on the handling of the original document at the Translation Service Provider's request. If the Customer fails to reply within five business days of the Translation Service Provider's request, the Translation Service Provider shall archive the original documents for at least one year and then destroy them.

- 8.2. The Translation Service Provider and the Customer undertake to treat any business or official secrets, data or other information learned by them during the performance of the order — in connection with each other's activity and interests — as confidential, and not to disclose, make these data or information available to third parties either during the performance of the order or thereafter, or use them for their own purposes. The confidentiality obligation shall be applicable to the internal translators of the Translation Service Provider as well as the subcontractors involved in the performance. The confidentiality obligation does not apply to data and information (i) that were already in the public domain or public at the time when the confidential information was disclosed or subsequently entered the public domain or became public, but not as a result of a breach of confidentiality by any person; or (ii) are public according to the law, the authority or court measure.

9. Indemnification

- 9.1. The liability of the Translation Service Provider, its members, subcontractors and employees may not exceed the smallest of the following amounts under any circumstances, except for statutory exceptions: (i) the fee actually paid by you based on the order, or (ii) the amount of the actual damage. Actual damage does not include the following: (i) lost profit, goodwill, business opportunities or expected savings (even if the loss was actually foreseeable), (ii) data loss or damage, (iii) indirect (consequential) damage or loss and (iv) damage or loss arising on the basis of a third party claim.
- 9.2. The Customer may only launch legal proceedings aimed at enforcing a claim based on the fulfilment of services against the Translation Service Provider if it has given prior notice of such intent. Legal proceedings may be launched within a window of two months after the party giving notice has gained knowledge or should have duly gained knowledge of the other party's liability or of the underlying fact of its alleged liability, but no later than within three months of the occurrence of the alleged breach of contract, negligence, act or omission.

10. Payment

- 10.1. The Translation Service Provider shall issue an invoice payable by bank transfer for the service performed, the payment deadline of which – unless agreed otherwise – shall be 30 calendar days from the date of issue of the invoice. The Translation Service Provider shall send the invoice to the Customer via post or as e-invoice. If case of payment by bank transfer or a deposit made at bank branch office, the number of the relevant account must be indicated in the remarks field.
- 10.2. In the event that the Customer is late in its performance of the payment obligation, the Translation Service Provider shall reserve the right to suspend the performance of any other translation orders not yet delivered until proof of financial performance is available. The Customer acknowledges that in the case of services to be performed in writing, the performance deadline may be extended by the duration of late payment. Late payment by the Customer precludes any delay by the Translation Service Provider.
- 10.3. In the event of late payment by the Customer, the Translation Service Provider shall be entitled to issue an invoice on the applicable current rate of default interest, which the Customer shall pay by the specified payment deadline. The rate of default interest shall be twice the current central bank base rate. Late payment interest is due from the first day of arrears.

11. Settlement of Disputes, Jurisdiction

- 11.1. The Contracting Parties shall do everything in their power to settle any disputes regarding the Translation Service Provider's services amicably. If this is not possible, the Parties shall request the Hungarian Association of Professional Language Service Providers (Proford) to appoint a 3-person impartial expert committee to settle the dispute. Related costs shall be borne by the Party whose position the committee condemns. The Parties shall accept the committee's decision as binding.
- 11.2. Other non-professional legal disputes arising from the contractual relationship shall be delegated to the competence of the territorially competent court at the seat of the Translation Service Provider.

These GTC and any orders and their interpretation are governed by Hungarian law.