

Terms & Conditions



1. DEFINITIONS

In this Contract, the following terms shall be defined as below:

“Completion” means completion of the Translation Services as evidenced by submission to the Customer of the translation which is the subject of the Translation Services.

“Contract” means the contract between the Customer and onlinter consisting of the Purchase Order to the extent accepted by onlinter and these terms and conditions.

“Contract Price” means the total price to be paid by the Customer to onlinter for the Translation Services as defined in onlinter’s quotation.

“Customer” means the person, firm or company for whom onlinter is carrying out the Translation Services.

“Purchase Order” means the purchase order issued or to be issued for the Translation Services by the Customer.

“onlinter” means onlinter Janusz Kubów whose registered office is at ul. Tatrzańska 4/3, 59-220 Legnica, Poland

“Translation Services” means the translation services to be provided by onlinter as stated on the Purchase Order and accepted by onlinter.

2. ACCEPTANCE OF ORDER

2.1 onlinter shall sell and the Customer shall purchase the Translation Services in accordance with onlinter’s written quotation which is accepted by the Customer or any written Purchase Order of the Customer which is accepted by onlinter subject in either case to these Conditions which shall govern the Contract. No Purchase Order

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submitted by the Customer shall be deemed to be accepted by onlinter unless and until confirmed in writing by onlinter.

2.2 The Customer shall be responsible to onlinter for ensuring the accuracy of the terms of any Purchase Order (including any applicable specification or text to be translated) submitted by the Customer and for giving onlinter any necessary information relating to the Translation Services within a sufficient time to enable onlinter to perform the Contract in accordance with its terms.

2.3 No order which has been accepted by onlinter may be cancelled by the Customer except with the Contract in writing of onlinter and on terms that the Customer shall indemnify onlinter in full against all loss (including loss of profit), costs (including the costs of all labor and materials used), damages, charges and expenses incurred by onlinter as a result of cancellation.

2.4 No variation to the Contract shall be binding unless agreed in writing between the authorized representatives of the Customer and onlinter.

3. OBLIGATIONS OF onlinter

3.1 onlinter undertakes to provide the Translation Services to the Customer in consideration of payment of the Contract Price by the Customer to onlinter

3.2 The Translation Services will be carried out by onlinter with reasonable skill and care, using standards of attention and accuracy normally to be expected within such industry.

3.3 The Translation Services will be provided by onlinter in accordance with the Contract. Although onlinter will use all reasonable endeavors to make the Translation Services available in accordance with onlinter's estimated delivery schedule set out in onlinter's quotation, onlinter accepts no responsibility or liability, financial or otherwise, in the event that the said estimated delivery schedule is not complied with. In particular, for the avoidance of doubt, and without limitation of the generality of the foregoing onlinter shall not be liable to reimburse the Customer in respect of any delay payments or other penalties or damages for which the Customer may become

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liable to any customer of the Customer as a result of delay or failure by onlinter, whether or not onlinter is aware or the Customer's potential liability to pay the same.

3.4 onlinter shall use all reasonable endeavors to notify the Customer of any delay in the estimated delivery schedule for the provision of the Translation Services and to propose a revised estimated delivery schedule to the Customer. Where the reasons for the said delay are other than those covered in Condition 4 hereof (Force Majeure), the Customer shall have the right (within twenty one days of the date of receipt of the notification) to advise onlinter in writing that it intends to terminate the Contract forthwith (which latter course the Customer shall be entitled to take without liability to onlinter other than reimbursement to the Supplier of all costs and expenses (and of any cancellation charges of onlinter's subcontractors or suppliers) incurred by onlinter up to the date of termination. Subject as aforesaid the Contract shall be deemed to include the aforesaid revised estimated delivery schedule. Any revision proposed by the Customer to the estimated delivery schedule shall be by mutual written Contract.

3.5 The Customer shall be responsible for making arrangements, at its own cost, for the delivery to and collection from onlinter's premises, of any physical items required to be made available to onlinter under the Contract.

4. FORCE MAJEURE

4.1 onlinter shall not have any liability in respect of any delay in carrying out or failure to carry out any of its obligations under the Contract caused by fire, industrial action or dispute, sickness, acts of Government, default of suppliers or subcontractors, or any other cause whether of the same nature as the foregoing or not, which is outside the reasonable control of onlinter.

4.2 onlinter shall have the right to extend the estimated delivery schedule by a time sufficient to take due account of the event occurring as set out in Condition 4.1. If, however, such extension continues for a period of six months, the Customer may, upon expiry of such period, terminate the Contract forthwith without liability to onlinter other than reimbursement on the same terms as those provided in Condition 3.2.

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5. PRICES AND PAYMENT

5.1 Prices for the Translation Services will be those set out in onlinter's quotation.

5.2 All prices are exclusive of any applicable Polish Value Added Tax and any other applicable taxes and duties which the Customer shall be additionally liable to pay onlinter. Levy of VAT is reverse-charged to recipient of service in accordance with Article 9(2)(2) of the 6th EU VAT Directive, thus onlinter does not charge VAT from companies based outside of Poland.

5.3 Payment for the Translation Services shall be made within thirty (30) days of the date of onlinter's invoice therefore.

5.4 If the Customer fails to make payment on the due date, then, without prejudice to any other right or remedy available to onlinter, onlinter shall be entitled to:

- a) terminate the Contract or suspend any further deliveries to the Customer;
- b) appropriate any payment made by the Customer to such of the Translation Services (or any services supplied under any other contract between onlinter and the Customer) as onlinter may think fit (notwithstanding any purported appropriation by the Customer); and
- c) charge the Customer interest (both before and after any judgment) on the amount unpaid, at a rate of 4% per annum above HSBC plc base rate from time to time, until payment is made in full (a part of a month being treated as a full month for the purpose of calculating interest);

6. DEFECTS

6.1 In respect of any defect or error in the Translation Services provided by onlinter under the Contract which is notified to onlinter within three months of Completion of the Translation Services, onlinter agrees that it will make resources available to investigate the defect and endeavor to rectify the defect. On receipt of notification of any suspected defect, onlinter shall, free of charge, as soon as reasonable possible,

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carry out an investigation into the cause thereof and thereafter rectify the same (if possible).

6.2 Except as set out in Condition 6.1, onlinter accepts no liability in respect of any error or defect in any of the Translation Services, or the consequences thereof, and gives no warranty in respect thereof.

6.3 Should the Customer communicate the Translation Services or any information contained therein to any third party or use the Translation Services or any part thereof in the performance of work for a third party, then the Customer shall be solely liable to such third party for any defect or error in such Translation Services and the Customer shall indemnify onlinter against all loss, actions, claims, costs, demands, expenses and liabilities whatsoever (if any) which onlinter may incur either at common law or by statute in respect of any loss, damage, personal injury or death suffered by a third party by reason or any error or defect in such Translation Services or by reason of the consequences of any such error or defect.

7. LIABILITIES AND INDEMNITIES

7.1 In no circumstances shall onlinter be liable, in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof:

- (i) for any increased costs or expenses,
- (ii) for any loss of profit, business, contracts, revenues, or anticipated savings, or
- (iii) for any special, indirect, punitive or consequential damages of any nature whatsoever

arising directly or indirectly out of the provision by onlinter of the Translation Services, or of any defect or error therein, or of the performance, non-performance or delayed performance by onlinter of the Contract.

7.2 Notwithstanding anything contained in the Contract, onlinter's liability to the Customer in respect of the Contract, in contract, tort (including negligence or breach

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of statutory duty) or howsoever otherwise arising (except in relation to death or personal injury caused by the negligence of onlinter where liability is not limited) shall be limited to the Contract Price.

7.3 onlinter's entire liability to the Customer under this Contract and in relation to any negligent act or omission of onlinter, (and of its employees, subcontractors or agents) and in respect of any death injury, loss or damage caused by or resulting from any of the foregoing is set out in Conditions 4, 6, 7 and 8, which apply to the total exclusion of any other conditions, warranties, stipulations, or statements whatsoever, whether express or implied by statute, common law or otherwise howsoever, including, without limitation, any such conditions, warranties, stipulations or statements regarding the fitness for purpose, performance, nature or suitability of quality).

8. TERMINATION

8.1 In the event that either party ("the party in default") commits a material breach of any of its obligations under this Contract, (and, where such breach is capable of remedy, has not remedied the same within fifteen days of receipt of a notice from the other party ("the innocent party") requiring that the same be remedied) then the innocent party may by notice to the party in default terminate the Contract, such termination to take effect immediately upon the receipt by the party in default of such notice.

8.2 onlinter shall be further entitled to terminate this Contract forthwith for breach by the Customer, in the event that any material or documentation which is the subject of the Translation Services is, or might be considered, at onlinter's entire discretion, to be defamatory, libelous, malicious, obscene, or to infringe the intellectual property rights of any third party, or to be unlawful in any way whatsoever, whether being of the same nature as the foregoing or not.

8.3 The Customer shall indemnify and hold harmless onlinter against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any), which onlinter may incur either at common law or by statute in respect of personal injury to or the death of any person or in respect of any loss or destruction of or damage to property

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(other than as a result of any default or negligence on onlinter's part or of any person for whom onlinter is responsible) which shall have occurred in connection with the Translation Services or shall be alleged to be attributable to any defect in the Translation Services.

8.4 The Customer shall indemnify and hold harmless onlinter against all and any loss, costs, expenses and liabilities caused to onlinter whether directly, or as a result of the action, claim or demand of any third party, by reason of any breach by you of this Contract or of any terms or obligations on the Customer's part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the order or to goods or work covered thereby. This clause shall not be prejudiced or waived by any exercise of onlinter's rights under this Contract.

8.5 Where any sum of money is recoverable from or payable by the Customer to onlinter as a result of the operation of any clause under this Contract or any breach by the Customer of the same, such sum may be deducted by onlinter from any sum due to the Customer under any other order or transaction placed or entered into by onlinter with the Customer.

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9. ENTIRE CONTRACT AND APPLICABLE LAW

9.1 This Contract contains the whole Contract between the Parties relating to the subject matter of this Contract at the date hereof to the exclusion of any terms implied by law which may be excluded by Contract. The Customer acknowledges that it has not been induced to enter into this Contract by, (and so far as is permitted by law and except in the case of fraud, hereby waives any remedy in respect of,) any warranties, representations and undertakings not incorporated into this Contract.

9.2 Each Party to this Contract confirms that it has reviewed all the matters provided for in this Contract, including the provisions of this clause, and agrees, having considered the terms of this clause and the Contract as a whole, that the provisions of this clause are fair and reasonable.

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9.3 The interpretation, construction, effect and enforceability of this Contract shall be governed by Polish law and the parties agree to submit to the jurisdiction of the Polish courts.

10. NOTICES

10.1 All notices, documents or other communications (a "Notice") to be given hereunder, shall be in writing and shall be transmitted by first class registered or recorded delivery mail, or by fax or other electronic means in a form generating a record copy to the party being served at the relevant address for that party. Any Notice sent by mail shall be deemed to have been duly served three working days after the date of posting. Any Notice sent by fax or other electronic means shall be deemed to have been duly served at the time of transmission.

11. MISCELLANEOUS

11.1 In this Contract, "Party" means a party to this Contract and "Parties" shall be construed accordingly.

11.2 The headings in this Contract are for guidance only and do not affect its construction.

11.3 In the case of any inconsistency between any provision of the Appendices hereto and any provision of this Contract, the latter shall prevail.

11.4 Where the context requires or admits words importing the singular shall also include the plural and vice versa and the use of any gender shall include all genders.

11.5 References in this Contract to a Clause or Appendix is to a Clause or Appendix of this Contract

11.6 If any term or provision in this Contract shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Contract but the validity and enforceability of the remainder of this Contract shall not be affected.

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11.7 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provisions of this Contract shall not be construed as a waiver or relinquishment of that party's rights to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

11.9 For the period of this Contract and a period of six months thereafter, the Customer agrees that neither it nor any of its subsidiaries or associated companies, (if any), will employ or solicit for employment any person currently employed by onlinter, or any person or entity to whom work is subcontracted to by onlinter in connection with this Contract

11.8 In any event, and notwithstanding anything to the contrary herein, nothing in this Contract is intended to, or shall, confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or shall confer any right of any third party to enforce a term contained in this Contract.