

On May 25th, 2015, Bel Translations adopted the following

General Terms and Conditions – Translation and Interpreting Services

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I. General

These General Terms and Conditions shall govern the legal relationship between Bel Translations and the Client (hereinafter: the Parties). The contracting Parties may deviate from the stipulations of the General Terms and Conditions by mutual agreement expressed in writing.

In these General Terms and Conditions the following definitions shall apply:

“Translator” and **“Interpreter”** mean the individuals whose services are supplied by Bel Translations to the Client.

“Assignment” means the period during which Bel Translations supplies the translation services to the Client and the period during which the Interpreter is supplied to render the interpreting services to the Client.

“Source document” means the original file containing written information in the source language, i.e. the language that is translated from.

“Target document” means the file containing written information in the target language, i.e. the language that the source is translated into.

“Quotation” and/or **“Quote”** means a written document containing as a minimum the proposed services, relevant fees and the deadline.

“Order” means a binding order by the Client for the provision of relevant services listed in the Quotation.

The Client will be deemed to have been made aware of these General Terms and Conditions at the moment of receiving the service provision quote.

II. Quotations, Conclusion of Contracts

General quotations and estimates provided by Bel Translations shall not entail any commitment, until the Client accepts them in writing.

The Client shall send, electronically or via other means, at its own expense, its order to Bel Translations, who shall confirm receipt and acceptance of the order in writing.

III. Changes to or Cancellation of Translation Orders

Any major changes made by the Client to an order after a contract has been concluded shall entitle Bel Translations either to modify the price and/or the date of delivery agreed or to refuse to execute the order. In the latter case, the Client shall be required to pay for the work already performed and/or any cancellation fee, if applicable.

A major change to an order means any additional text for translation and/or any additional service not included in the quote accepted by the Client.

Cancellation of an order by the Client shall require the Client to pay in full for the work already performed with respect to that order and/or any cancellation fee, if applicable, under the terms set out in the Quotation.

In the case that Bel Translations has not commenced work on the translation at a time when the Client cancels the order on that translation, Bel Translations shall be entitled to 10% of the net translation fee for the cancellation, unless otherwise agreed.

IV. Cancellation of Interpreting Orders

In case of a timely cancellation of an interpreting assignment, the Client will not be held liable for any cancellation fee to Bel Translations.

Timely cancellation shall mean any such cancellation made by the Client 30 days before the initially agreed time of assignment for all international assignments (involving travel across borders), and 15 days before the initially agreed time of assignment for all national assignments (involving travel within a particular country), unless agreed otherwise.

Untimely cancellation shall mean any such cancellation made by the Client less than 30 days before the initially agreed time of assignment for all international assignments (involving travel across borders), and less than 15 days before the initially agreed time of assignment for all national assignments.

All untimely cancellations by the Client will incur a charge, unless agreed otherwise, as follows:

- 50% of the agreed interpreting fee shall be payable by the Client to Bel Translations for all cancellations of international interpreting assignments by the Client up to 15 days before the initially agreed time of assignment, and for all cancellations of national interpreting assignments up to 7 days before the initially agreed time of assignment.
- 100% of the agreed interpreting fee shall be payable by the Client to Bel Translations for all cancellations of international interpreting assignments by the Client within 15 days before the initially agreed time of assignment, and for all cancellations of national interpreting assignments within 3 days before the initially agreed time of assignment.

If the interpreter is already present at the location where the assignment is due to take place, or if the interpreter has initiated their journey to the said location where the assignment is due to take place, or if Bel Translations has already booked tickets or accommodation for the interpreter, then compensation to Bel Translations will further include the interpreter's travelling expenses, any accommodation fees and per diems, and/or any cancellation fees imposed by third party to Bel Translations, if applicable.

Cancellation of hourly assignments shall be treated as any other daily cancellation.

Overtime

Every hour of interpreting in excess of 8 hours a day shall be considered overtime. Every initiated hour of overtime work shall be charged at a fee which is 50% higher than the base agreed hourly fee for the assignment. If the base fee per hour of assignment is not specifically agreed, the base fee shall be calculated by dividing the agreed daily fee by five.

V. Execution of Orders and Non-Disclosure Clause

Bel Translations shall be obligated to deliver the translation in fully satisfactory quality rendered to fulfill its purpose aptly. Bel Translations is under obligation to translate particular terminology found in the assignment document only if the Client has provided a glossary of such terminology together with the source document.

In advance of the interpreting assignment, the Client is required to provide any material which may assist the interpreter during the assignment, for example names of the attendees, background information on the companies involved, the official agenda etc. Relevant reference material should be supplied as early as possible and in any event not less than 72 hours before the start of the assignment so that the interpreter has time to familiarize themselves with the specific terminology used. No complaints regarding the quality of interpreting will be assumed by Bel Translations if these materials are not made so available.

In case of an interpreting assignment, if the Client changes the earlier agreed type and purpose of the interpreting work to that for which the interpreter is not skilled or trained, about which the interpreter has duly informed the Client, and requests that the interpreter continue the assignment, Bel Translations cannot be held responsible for the quality of the interpreting service received from the interpreter, and no consideration will be given to any subsequent complaint by the Client of the standard of service nor will negotiation of any reduction in fees be entertained by Bel Translations.

Bel Translations shall keep any information provided by the Client confidential in so far as this is possible in connection with the performance of the contract. Bel Translations shall require its translators and interpreters to observe this code of confidentiality.

It is a precondition for being able to meet the required deadline that Bel Translations receive all of the related documents with the order. In case part or all of the documents arrive with a delay, the deadline shall be appropriately extended.

As far as possible, the Client shall honor any request for information by Bel Translations about the content of the text to be translated, as well as requests for relevant documentation and lists of terms if such are available. Such information and documentation shall be dispatched at the Client's expense and risk.

VI. Agreed Date and Time of Delivery

The date of delivery of a written translation shall be agreed upon in writing as will the duration of the interpreting assignment. Delivery shall be deemed to have taken place at the moment when the text is dispatched, uploaded or shared otherwise using electronic means of communication, and/or at the moment of finishing the interpreting assignment. In the event that delivery is agreed by regular mail and/or courier service, it shall be deemed to have taken place at the moment of dispatching.

Bel Translations shall notify the Client as quickly as possible if it perceives that it will be unable to meet an agreed deadline.

If the Client cannot accept any further delay, the Client shall be entitled to cancel the contract unilaterally. Such cancellation shall not affect the obligation on the part of the Client to pay for the work already performed.

The deadline for informing the Client in a timely manner is one business day for every 2,000 words of source document and/or 8 hours of assignment. In such circumstances, Bel Translations cannot be required to pay any fee.

Otherwise, the Client is entitled to a compensation in the amount that would otherwise be charged to the Client based on the Quote had the circumstances from the first paragraph herein not occurred.

VII. Prices and payment

Prices of translation and interpreting services are quoted by Bel Translations per assignment, unless agreed otherwise.

Bel Translations shall be entitled to raise the agreed price if it is forced to perform more work or incur more costs than might reasonably have been foreseen on conclusion of the contract as a result of having to work with laborious, time-consuming or unclear texts, for example.

Payment for products supplied or services rendered under the contract shall be due 30 calendar days after the invoice date (or within such other term as Bel Translations shall set in writing).

VIII. Complaints and disputes

The Client shall be required to notify Bel Translations in writing of any complaints about the product supplied or service rendered by Bel Translations as soon as possible, but no later than seven working days after the said product is supplied or the said service is rendered. Lodging a complaint shall not release the Client from its payment obligations.

Should the Client query the accuracy of specific passages of the translation supplied by Bel Translations and ask Bel Translations for its comments, and should Bel Translations subsequently be able to demonstrate that the passages in question are not incorrect, Bel Translations shall be entitled to charge the Client in full for the additional time spent on dealing with the query and for any other expenses incurred in this connection. Similarly, should the Client's complaints prove valid, Bel Translations will make any necessary adjustments free of charge or, where this is not an option, might agree with the Client on a discount.

IX. Liability and Indemnity

Bel Translations shall be relieved of all liability in respect of obligations incurred to the Client that it cannot fulfill for reasons beyond its control.

Bel Translations shall not be liable to the Client or any third party in any circumstances whatsoever for any consequential loss or damage of any kind (including loss of profit) and the Client shall indemnify Bel Translations against all claims and demands upon Bel Translations for any such consequential loss or damage.

X. Force Majeure

In the event of Force Majeure, Bel Translations shall notify the Client as soon as possible, indicating the circumstances.

Force Majeure shall be Strike, Lockout, Industrial Dispute, Civil Commotion, Natural Disaster, Acts of War, or any other situation which can be shown to have materially affected Bel Translations' ability to deal with the order from the Client.

XI. Governing Law

The legal relationship between the Client and Bel Translations shall be governed by laws of the Republic of Serbia.

On behalf of Bel Translations



Čedomir Pušica

Owner