

Purchasing Conditions

Purchasing Conditions effective since 1st November 2018 for contractors of Aspena, s.r.o., ID No. 607 51 185, established in the Czech Republic, shall apply to relations arising between Aspena, s.r.o. and its contractors by virtue of a Purchase Order starting 1st November 2018.

1. These Purchasing Conditions govern the rights and obligations of contractors and of Aspena, s. r. o. established in the Czech Republic (hereinafter also referred to as the “Customer”), when it orders translation, interpreting and other language services, in particular proofreading (hereinafter referred to as “Work”) on the basis of individual orders.
2. “Order” means delivery of the Purchase Order and any other instructions and source materials, always identified by order number or additionally by order name.
3. The contractual relationship between Aspena, s. r. o. and the Contractor shall, in matters not regulated by a particular Order and these Purchasing Conditions, be governed by the provisions of Act No. 89/2012 Sb., the Civil Code, as amended.
4. The Contractor shall be obliged to notify the Customer without undue delay of the unsuitable nature of the materials received from the Customer for the purpose of performance of the Work and/or inappropriateness of the Customer’s requirements, provided that such inappropriateness can be determined by the Contractor exercising professional care. The non-exhaustive list of examples of inappropriateness of materials or requirements includes the following:
 - a) Language of the source text differs from the source language specified in the Order, or the source language contains wording inaccuracies making it impossible to correctly understand, based on the contents of the text, the meaning or purpose of the source text;
 - b) Source text is incomplete;
 - c) The source language for interpretation does not correspond to the Order and/or the background language skills or ability of the person involved to express himself/herself does not enable the Contractor to understand the sense, meaning and contents of the transmitted message.
5. If unsuitable materials or inappropriate requirements hinder proper performance of the Work, the Contractor shall be obliged to interrupt to the extent necessary or completely stop the performance of the Work until new, suitable materials are provided or until inappropriate requirements are cancelled or a written notice received that Aspena, s.r.o. insists on their fulfilment.
6. The Contractor shall not be liable for any shortcomings resulting from compliance with the instructions given by Aspena, s.r.o., provided that the Contractor notifies Aspena, s.r.o. of the inappropriateness of such instructions and Aspena, s.r.o. insists on their fulfilment.
7. The Contractor shall be obliged to maintain confidentiality of the contents of any background documents, materials and information (in this Section hereinafter referred to as “Data”) obtained from the Customer for the purpose of performance of the Work. The Contractor shall not be entitled to further disseminate in any manner the contents of the Data provided by the Customer for the purpose of performance of the Work or use such Data in any manner for the Contractor’s own or third parties’ benefit. The Contractor shall further be obliged to ensure that the Data provided is stored safely. Upon the Customer’s request the Contractor shall be obliged to immediately return, destroy or otherwise render unusable all the Data received. The Contractor shall not be entitled to use the name of the Customer’s company or other data pertaining to such company and its customers or realized projects in the Contractor’s marketing and business materials or in other public places (internet discussion forums, blogs etc.). The Contractor shall not, throughout the contractual period and for five (5) years after the last order has been completed, be entitled without the Customer’s consent to contact the Customer’s customers for the purpose of providing translation, interpreting and other language services without the intermediary of the Customer. The information or contacts obtained shall not be disclosed to third parties by the Contractor. Any issues on the part of the Contractor shall always be dealt with solely through the Customer.

8. The obligation not to contact Customers for the period of five (5) years mentioned above in Section 7 shall not apply to the Customer's customers to whom the Contractor is proved to have provided services identical with the Customer's scope of business prior to the commencement of cooperation with the Customer.
9. If a "CAT tool" (software for computer-aided translation) utilizing so-called translation memory (e.g. Trados etc.) is used by the Contractor for the performance of the Work, the Contractor shall be obliged, after completion of the Work, to deliver the generated or modified translation memory to Aspenna, s. r. o. as an integral part of the Work. The translation memory provided by Aspenna, s. r. o. or generated or modified by the Contractor shall not be used by the Contractor for the Contractor's own benefit or provided to third parties.
10. The Contractor shall not be authorized to use any automatic translation tools operated by third parties for the purpose of performance of the Work, not even partially, irrespective of whether such tools are accessible on the Internet or otherwise (e.g. installed on the Contractor's computer); one of the reasons being that by inserting text into an automatic translation tool such text becomes available to a third party (provider of the translation tool), who is subsequently entitled to dispose of the text in any manner, including its further publication.
11. The Contractor shall not be allowed to use a third party (in particular the Contractor's subcontractors or employees) for the purpose of performance of the Work or to assign in any other manner any rights and obligations arising from the contractual relationship between Aspenna, s. r. o. and the Contractor to a third party without the prior written consent of Aspenna, s. r. o. If such prior consent is given, the Contractor shall be allowed, for the purpose of performance of the Work, to use third parties (in particular the Contractor's subcontractors or employees) whose linguistic and professional competence corresponds to the requirements of individual orders. In such case, the Contractor shall transfer to third parties all of the Contractor's contractual commitments (trading conditions) made by the Contractor to the Customer. When using third parties to perform the Work, the Contractor shall always complete the Work in a manner to comply with and satisfy all of the Customer's requirements for linguistic and professional quality of the translation. If the Customer specifies in the Order that the Work is to be completed in accordance with ISO 17100, the Contractor undertakes to perform the Work in compliance with all requirements resulting from such standard and shall be obliged to fully pass such requirements of the Customer on to third parties.
12. Unless otherwise stated in the Order, a properly completed Work shall in the case of translation and other language services satisfy, in particular, the following requirements:
 - a) The Contractor shall be obliged to ensure semantic accuracy of the text translated into the target language.
 - b) The Contractor shall be obliged to use appropriate sentence structure, spelling, punctuation and diacritics and respect other spelling conventions of the target language.
 - c) The Contractor undertakes to follow the Customer's instructions regarding stylistics. In the absence of the stylistic instructions from the Customer, the Contractor shall adhere to general stylistic standards.
 - d) The Contractor shall be obliged to maintain the graphic layout and format of the original (source text).
 - e) The Contractor shall be obliged to deliver the Work to the Customer in electronic form, unless the nature of the Work requires otherwise.
 - f) The target text shall correspond to the source text in terms of structure, headings and numbering of chapters and sections. Alphabetical indices shall be arranged alphabetically in the target language.
 - g) Numbering or arrangement of footnotes shall correspond to their numbering and arrangement in the source text.
 - h) Bibliographic references shall be taken from the source text without any changes, i.e. titles shall remain in the original language. The Contractor shall, however, be obliged to make reasonable efforts to find out whether the work has been published in the target language. In such case, the Contractor shall use the existing title in the target language. If the Customer requires the translation of all bibliographic references, the bibliographical rules or standards applicable in the target language shall be used as consistently as possible.

- i) If the source text contains any citations, they shall be processed with regard to the function of the target text. In the case of citations from works accessible to the general public, the Contractor shall be obliged to make reasonable efforts to find out whether a translation is available in the target language. In such case, the Contractor shall use the existing translation in the target language.
 - j) Names and abbreviations shall not be translated, except for established forms of names of artists, historical personalities or names of institutions, public officials, animals, buildings, products, literary works, artworks and scientific works and geographical names in the target language; the Contractor shall, however, translate the name or abbreviation in brackets following the original name or abbreviation, but only at its first occurrence in the text.
 - k) Titles of persons shall not be translated, unless there is an equivalent in the target language. Occupations and functions shall be translated if there is an established equivalent in the target language.
 - l) Dates and times shall be written in the format usual in the target language.
 - m) Consistency of terminology shall be ensured throughout the entire translation.
 - n) In the case of proofreading, the Contractor shall check the completed translation against the source text, focussing on any mistakes and other issues and further on its suitability for the intended purpose, within the meaning of this Section hereof and Section 13 hereof. Any inaccuracies found shall be corrected by the Contractor. The Contractor shall be obliged to notify the Customer of any corrective measures taken in the course of proofreading.
13. Prior to delivery of the Work to the Customer within the meaning of Section 12 hereof, the Contractor shall, in particular, verify:
- a) completeness;
 - b) accuracy of the contents and terminology, in particular with regard to the purpose of the text and, if specified by the Customer in the Order, to its end use;
 - c) correct spelling and grammar and appropriate use of language, in particular with regard to the purpose of the text and, if specified by the Customer in the Order, to its end use;
 - d) compliance with style guides and formatting;
 - e) compliance with the agreements and requirements specified in the Order with regard to the target text and, if specified by the Customer in the Order, to its end use.
14. If, as a result of such verification, the Contractor finds out that the Work fails to meet the requirements stipulated in the Order, the Contractor shall be obliged to correct such shortcomings before the delivery of the Work.
15. Unless otherwise stated in the Order, a properly completed Work shall in the case of interpreting services satisfy, in particular, the following requirements:
- a) Unmistakable transfer of the meaning of the statement from the source language into the target language (in this Section hereinafter referred to as "Interpreting"). The interpreting shall be of the highest possible quality. The interpreting shall truly reflect the form of expression and shall not change the meaning or contents of the statement.
 - b) Use of adequate vocabulary, application of grammatical rules and choice of appropriate language and pace.
 - c) If the target-language recipients are not physically present at the same place (e.g. phone conversation, audiovisual conversation via the Internet) as the Contractor, the Contractor undertakes to ensure, in addition to the interpreting services, a description of the whole situation likely to influence the Contractor's interpreting (e.g. noise or other difficult conditions for interpreting).
 - d) Ability to communicate effectively with persons in various positions and in various situations. The ability to ensure conditions for interpreting in the given situation enabling successful and undisturbed interpreting for all parties involved is also essential.
 - e) Interpreting adapted to the particular situation. The Contractor shall always wear clothes not likely to negatively impact perception of the interpreted message by other persons involved. The Contractor shall also respect cultural and religious differences, if any.
 - f) The Contractor shall be entitled to issue an invoice and to its subsequent settlement, provided that the Contractor submits to the Customer immediately after the completion of the interpreting

job the Performance Record signed by the person specified by the Customer in the Order, including the information whether the interpreting service was provided properly and in a timely manner.

16. When performing the Work the Contractor shall be obliged to observe the copyrights of third parties. If the Work ordered constitutes a copyright work pursuant to Act No. 121/2000 Sb., on Copyright, Rights Related to Copyright and on the Amendment of Certain Acts, as amended (hereinafter referred to as "the Copyright Act"), then by delivering the completed Work to the Customer the Contractor declares that the Contractor is the author of such copyright work and the holder of all copyrights pertaining thereto. The Contractor further grants to the Customer a right to exercise fully the intellectual property right, i.e. so-called exclusive licence, within the meaning of Section 61 paragraph 1 of the Copyright Act and Section 2358 et seq. of the Civil Code, and also the option to dispose of the exclusive licence at the Customer's own discretion for the benefit of third parties within the meaning of Sections 2363 and 2364 paragraph 1 of the Civil Code. Such exclusive licence includes, among others, the right of the Customer to use the Work without any restrictions for an unlimited period of time, with the Contractor as the author not being allowed to continue using the Work. The Contractor declares that in the case of an assignment of the licence to a third party by the Customer the Contractor does not require that the identification data of the new licensee be provided to the Contractor. The agreed price for the Work includes both remuneration for the creation of the Work and consideration for the exclusive licence granted to the Customer and the option for the Customer to dispose of the licence.
17. When performing the Work, any Contractor using third parties for the purpose of performance of the Work (in particular the Contractor's subcontractors or employees) shall be obliged to observe the copyrights of third parties. If the Work ordered constitutes a copyright work pursuant to Act No. 121/2000 Sb., on Copyright, Rights Related to Copyright and on the Amendment of Certain Acts, as amended (hereinafter referred to as "the Copyright Act"), then by delivering the completed Work to the Customer the Contractor declares that the Contractor is the lawful holder of so-called exclusive licence within the meaning of Section 61 paragraph 1 of the Copyright Act and Section 2358 et seq. of the Civil Code, including the contracted option to independently dispose of the exclusive licence for the benefit of third parties within the meaning of Sections 2363 and 2364 paragraph 1 of the Civil Code. The Contractor undertakes to secure by contract that if the licence is assigned to the Customer, the Contractor shall not provide the Customer's identity to the author of the Work. The Contractor hereby fully assigns the exclusive licence to the Customer. The agreed price for the Work includes both remuneration for the creation of the Work and consideration for the assignment of the exclusive licence to the Customer and the option for the Customer to dispose of the licence.
18. The Contractor shall comply with the business ethics principles in the contractual relationship with Aspenna, s. r. o., in particular:
 - a) not to commit corrupt practices in any form, in relation to both public authorities and any private law entities, and not to accept or accept a promise of unethical payments, gifts or other benefits in connection with the Contractor's activities;
 - b) not to allow child labour and labour of foreign nationals without proper work permit, and not to perform or allow in any other manner the performance of illegal work in accordance with special legal regulations;
 - c) not to enter into prohibited agreements in accordance with special legal regulations, in particular Act No. 143/2001 Sb., on the Protection of Competition and on the Amendment of Certain Acts, as amended;
 - d) to comply with the principles of professional ethics generally accepted in the given business sector.
19. The Work performed by the Contractor for the Customer shall be covered by the Contractor's three-year warranty in favour of the Customer starting from the date of completion of the Work.
20. For any claims under the warranty the Customer shall be entitled to choose, in addition to statutory remedies, the following forms of remedy of defects in the Work:
 - a) Correction of the defective Work by the Contractor or a third party specified by the Customer and/or

b) Discount granted by the Contractor on the defective Work, with the Customer being entitled to choose each form of remedy separately or in combination.

If the Customer exercises the right to a discount on the defective Work against the Contractor, such discount may be claimed up to the amount of the price for the properly completed Work. This claim for discount may also be set off by the Customer against the price for the Contractor's Work.

21. The Contractor shall not enter into agreements with other contractors of the Customer regarding prices for their services provided to the Customer.
22. The Contractor shall be obliged to take out sufficient professional liability insurance against damage resulting from a defective Work and to maintain such insurance throughout the contractual relationship.
23. The Contractor shall always be obliged to ensure proper and timely completion of the Work on the basis of all orders accepted.
24. Should a dispute arise between the Customer and the Contractor regarding legitimacy of the Customer's timely warranty claims, the Customer and the Contractor shall first seek to settle such dispute out of court in the form of an expert opinion of an independent arbitrator appointed by the Customer from the list of sworn experts and interpreters or, as the case may be, an opinion of another contractor, if no competent expert or interpreter is registered in the list or if such expert or interpreter refuses for any reason to prepare the expert opinion (hereinafter referred to also as "Opinion"). The costs of preparing the opinion shall be borne by the party for whom the Opinion is unfavourable.
25. The contractual relationship between Aspenna, s. r. o. and the Contractor shall be governed by the applicable law of the Czech Republic. The court having territorial jurisdiction to resolve any dispute arising in connection with the performance of obligations under the contractual relationship shall be the ordinary court having jurisdiction over the Customer.
26. The Contractor commits to continuous education through the Customer's e-letter sent at the Customer's discretion.
27. Given the fact that the Contractor will process the personal data of natural persons within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data repealing Directive 95/46/EC (General Data Protection Regulation – hereinafter referred to as the "GDPR Regulation") for the Customer in accordance with the subject-matter of this Contract, the Customer is considered, according to this Contract, to be the Processor and the Contractor as the other processor pursuant to Article 28 (2) of the GDPR Regulation. These Purchase Terms and Conditions, in the event that a Work Contract will be concluded between the Customer and the Contractor on the basis of the purchase order, are linked to each other along with this purchase order through the Work Contract, which is also considered to be the Contract on Personal Data Processing.
28. The Contractor as the other Processor shall undertake to process personal data for the Customer as the Processor, to which the other processor receives access based on written orders or order documents.
29. The other processor shall undertake to process the personal data within a contractually stipulated extent, for a contractually stipulated purpose and for the time strictly necessary in accordance with the GDPR Regulation and concluded order document.
30. The other processor shall undertake, for the duration of the contract concluded on the basis of the order document, to process the personal data for the Contractor in connection with the fulfillment of the obligations under these Purchase Terms and Conditions.
31. The other processor shall undertake to process personal data, in particular through temporary storage and further transfer, if agreed, both in electronic and/or paper form.
32. The Processor shall notify the other processor that in the documents he/she provides on the basis of the concluded order document to the other processor, the occurrence and extent of personal data of natural persons may not always be apparent. In such case, the other processor shall undertake that

he/she will focus its efforts on the identification and extent of personal data in the submitted documents and will take appropriate measures in accordance with the GDPR Regulation in relation to them.

33. The other processor, in connection to the previous provision, undertakes against the Processor to inform the processor if he/she ascertains the occurrence and extent of the personal data in the course of performing the Subject of the concluded order document; he/she shall notify the Processor without delay and forward the information so that the Processor has the possibility to inspect and, if necessary, take measures to ensure the protection of the personal data.
34. The other processor shall undertake, in accordance with Article 33 (2) of the GDPR Regulation, to report this violation to the Processor, without undue delay, once he/she detects a violation of personal data protection. The report will be made to the email address: gdpr@aspena.cz, then by phone to the following phone number: +420 541 242 186.
35. If the information obligation according to Article 13 and Article 14 of the GDPR Regulation in relation to Data Subjects whose personal data are processed under this concluded Work Contract will not be fulfilled by the Processor, it will be fulfilled by the Processor's Controller.
36. If not agreed otherwise, the other processor is not entitled to involve other processors as subcontractors in the processing of personal data.
37. The other processor is obliged to proceed with the provision of the performance according to the contract concluded on the basis of the order document in accordance with the GDPR Regulation and other legal regulations, with professional care, to follow the instructions of the Processor and to act in accordance with the Processor's interests which he/she knows and should know.
38. The other processor undertakes to process personal data only on the basis of documented instructions from the processor.
39. The other processor is obliged to notify, in a timely manner, the Processor of any problems that might prevent the proper processing of personal data.
40. As soon as the purpose of the processing of personal data within the meaning of the concluded Work Contract (concluded order document) ceases, the personal data will not be further processed. In such case, the other processor is obliged to dispose of the personal data in accordance with the GDPR Regulation.
41. The Contractor as the other processor declares that he/she has become acquainted with the GDPR regulation published on <https://eur-lex.europa.eu>.
42. The Contractor as the other processor declares that he/she is fully competent to ensure the organizational and technical security of personal data in accordance with the Customer's instructions at <https://www.aspena.com/Special-en/security-requirements-for-the-contractor/>, as required by the GDPR Regulation.
43. The Contractor confirms that all reference information regarding the Contractor is true and correct, in particular the information concerning the Contractor's professional competence and qualifications provided or communicated to the Customer and the professional competence and qualifications of the Contractor's employees or subcontractors, if any.
44. In addition to these Purchasing Conditions the Contractor shall also be bound by other arrangements included in the Order, which shall take priority over the Purchasing Conditions. If a framework contract for work is concluded between the Contractor and Aspena, s. r. o., their contractual relationship shall not be subject to these Purchasing Conditions.
45. The Customer shall be entitled to amend these Purchasing Conditions without the prior consent of the Contractor. The Contractor shall be notified of such amendment via email. Should the Contractor not agree to amendment of the Purchasing Conditions, the Contractor shall be obliged to notify the Customer thereof without undue delay, but no later than within 30 (thirty) days after notification of the amendment to the Purchasing Conditions. Failing that, the Contractor shall be deemed to have agreed to amendment of the Purchasing Conditions.