

Purchase Terms and Conditions

These Purchase Terms and Conditions for the contractors of Aspена, s.r.o., comp. reg. no. 607 51 185, with its registered office at Gorkého 15, 602 00 Brno, Czech Republic, and Aspена, s.r.o., comp. reg. no. 35845040, with its registered office at Trnavská cesta 5, 831 04 Bratislava, Slovak Republic (hereinafter referred to as Aspена), effective from 15 March 2023, will apply to the relations arising between Aspена and the contractors on the basis of the contract document as of 4 April 2023

1. These Purchase Terms and Conditions regulate the rights and obligations of the contractors and Aspена, s.r.o. with its registered office in the Czech Republic or Aspена, s.r.o. with its registered office in the Slovak Republic (hereinafter also referred to as the "Client"), which orders translation, interpreting and other language services, in particular proofreading, as well as graphic and multimedia services (hereinafter also referred to as the "Work") by means of individual orders. The Client is always the Aspена company that sends the order to the Contractor.
2. A Contractor means a person professionally qualified to carry out the work and who possesses sufficient technical equipment for its implementation. The Contractor must provide the Client, upon request, with evidence of his education, other professional qualifications or proof of his previous professional experience. The Contractor is a person independent of the Client, operating on his own account and responsibility for profit. The contractual relationship does not constitute a relationship of agency or employment. The Contractor must carry out the work personally. The Contractor must perform the work with professional care.
3. Order means the delivery of a contract document and any other instructions and source documents, which are always identified by a number or even the name of the contract.
4. In matters not regulated by a specific order and these Purchase Terms and Conditions, the contractual relationship between Aspена, s.r.o., with its registered office in the Czech Republic and the Contractor is governed by Czech law, in particular the provisions of Act No. 89/2012 Coll., the Civil Code, as amended, and the relationship between Aspена, s.r.o., with its registered office in the Slovak Republic and the Contractor is governed by Slovak law, in this case in particular the provisions of Act No. 513/1991 Coll., the Commercial Code, as amended.
5. The Client's order is binding on the Contractor under the following conditions:
 - a) The Client will usually send individual orders for translation, interpreting and other language services or graphic or multimedia services to the Contractor for information. The order must specify, in particular, the type of service requested, the agreed unit price and the requested delivery date of the ordered service.
 - b) Upon receipt of the order, the Contractor will promptly send the Client a confirmation of acceptance or rejection of the order. If the Client does not receive such confirmation or rejection without delay, the Contractor will be presumed not to have accepted the order.
6. The Contractor must notify the Client without undue delay of the unsuitable nature of the materials received from the Client for the execution of the work and the unsuitability of the Client's requirements, if the Contractor could have discovered this unsuitability by exercising professional care. The following is an illustrative, non-exhaustive list of cases of the inappropriate nature of documents or requirements:
 - a) the language of the source text differs from the source language specified in the order, or the source language contains such wording inaccuracies that the meaning or purpose of the source text cannot be inferred from the content of the text,
 - b) the format of the source data differs from the format of the source data specified in the order, or the source data contains an inappropriate format,
 - c) the source data is incomplete or unsuitable for the required processing,
 - d) the initial language from which the interpretation is to be provided does not correspond to the order, the initial linguistic ability or the participant's ability to express himself does not allow the Contractor to infer the meaning, significance and content of the message to be interpreted.

7. If inappropriate materials or requirements interfere with the proper execution of the work, the Contractor must interrupt or completely cease the execution of the work to the extent necessary until the materials are replaced, or until the inappropriate requirements are remedied/removed, or until Aspenna, s.r.o. informs the Contractor in writing that it insists on compliance with said requirements.
8. The Contractor is not liable for defects caused by following the instructions given to him by Aspenna if the Contractor has pointed out the inappropriateness of these instructions and the Client has insisted on following them.
9. The Contractor must keep confidential the contents of all documents, materials and information (hereafter referred to as "data") received from the Client for the performance of the Work. The Contractor may not further disseminate in any way the content of the data submitted by the Client for the performance of the work or to use this data in any way for his own benefit or for the benefit of third parties. The Contractor must also ensure the safe storage of all transmitted data. At the Client's request, the Contractor must return, destroy or otherwise invalidate any data transmitted without delay. The Contractor may not use the name of the Client's companies or other data concerning these companies and their customers or projects in his marketing and business materials or in other public places (internet discussions, blogs, etc.). The Contractor may not contact the Client's customer without the Client's consent, both during the contractual relationship and for a period of five years after the execution of the last order, for the purpose of providing translation, interpreting and other language services without the Client's mediation. The information or contacts obtained must also not be disclosed by the Contractor to third parties. The Contractor will always deal with any questions only through the Client.
10. The above-mentioned obligation not to contact customers during the contractual relationship and for a period of five years referred to in Clause 9 does not apply to those customers of the Client to whom the Contractor has demonstrably provided a service identical to the Client's business before starting cooperation with the Client.
11. If the Contractor uses a "CAT tool" (computer-aided translation program) that uses a so-called translation memory (e.g. Trados, etc.) to perform the work, the Contractor must hand over the created or modified translation memory to the Client as an integral part of the work. Furthermore, translation memory supplied by Aspenna or created or modified by the Contractor may not be used by the Contractor for his own use or made available to third parties.
12. The Contractor may not use automatic translators operated by third parties, either on the Internet or in other ways (e.g. installed on the Contractor's PC), for the performance of the work, not even partially, because by entering the text into the automatic translator, it becomes available to a third party (the operator of the translator) who then may dispose of it in any way, including its further publication.
13. The Contractor may not use third parties (in particular subcontractors or employees of the Contractor) to perform the Work or assign any rights and obligations under the contractual relationship between Aspenna and the Contractor to a third party in any other way without the prior written consent of Aspenna. If prior consent has been granted, the Contractor may use third parties (in particular employees or subcontractors of the Contractor) whose language and professional skills correspond to the requirements of the individual order. In this case, the Contractor must transfer to third parties all contractual obligations (terms and conditions) which he has assumed himself to the Client. Where performing the work through third parties, the Contractor must perform the work in such a way that all the Client's requirements for the linguistic and professional quality of the translation are met and fulfilled. If the Client requires the execution of the work in accordance with ISO 17100 in the order, the Contractor agrees to comply with all the requirements of this standard in the execution of the work and must transfer these requirements of the Client to third parties in full.
14. Properly performed work in the case of translation and other language services will in particular comply with the following conditions, unless otherwise specified in the order:
 - a) The Contractor must preserve the accuracy of the meaning of the translated text into the target language.
 - b) The Contractor must choose the appropriate sentence structure, spelling, punctuation, diacritical marks and other spelling conventions of the target language.
 - c) The Contractor agrees to follow the Client's instructions in matters of style. In the absence of stylistic

instructions from the Client, the Contractor will follow the usual stylistic standards.

- d) The Contractor must preserve the graphic design and format of the original text (source text).
 - e) The Contractor must deliver the work to the Client in electronic form, unless the nature of the work precludes it.
 - f) The target text must correspond to the source text in terms of structure, headings and chapter and section numbers. Alphabetical indexes must be sorted alphabetically in the target language.
 - g) The numbering or arrangement of footnotes must correspond to the numbering and arrangement in the source text.
 - h) Bibliographic references must be adopted without change, i.e. the title will be kept in the original language. However, the Contractor must make reasonable efforts to ascertain whether the work has already been published in the target language. In this case, an existing name in the target language will be given. If the Client requires translation of all bibliographic references, the bibliographic rules or standards applicable to the target language must be followed as closely as possible.
 - i) If the source text contains quotations, they must be treated with respect to the function of the target text. In the case of quotations from works available to the general public, the Contractor must make reasonable efforts to ascertain whether the translation is already available in the target language. In this case, the Contractor must provide an existing translation in the target language.
 - j) Names and abbreviations are not to be translated, except in the case of the established form of names of artists, historical persons or names of institutions, public figures, animals, buildings, products, literary, artistic and scientific works and geographical names in the target language, but the Contractor must translate the name or abbreviation in brackets after the untranslated name or abbreviation, and then only at the first occurrence in the text.
 - k) Titles of persons are not translated unless there is an expression with the same meaning in the target language. Occupations and functions are translated if there is an established term with the same meaning in the target language.
 - l) The usual standard format used in the target language must be used for writing dates and hours.
 - m) There is an obligation to use consistent terminology throughout the translation.
 - n) When carrying out the proofreading, the Contractor must furthermore compare the completed translation with the source text for any errors and other problems and whether it is fit for purpose, in the sense as provided in this clause of the Purchase Terms and Conditions as well as in Clause 16 of these Purchase Terms and Conditions. The Contractor must correct all detected errors. The Contractor must inform the Client of all corrections made during the proofreading.
15. A properly executed work of graphic and multimedia services meets in particular the following conditions, unless otherwise specified in the order:
- a) The Contractor must preserve the graphic design and format of the original text (source text).
 - b) The Contractor must deliver the work to the Client in electronic form, unless the nature of the work precludes it.
 - (c) The target text must correspond to the source text in terms of structure, headings and chapter and section numbers. Alphabetical indexes must be sorted alphabetically in the target language.
16. Before delivering the work to the Client in accordance with Clause 14 of these Purchase Terms and Conditions, the Contractor must check in particular:
- a) completeness,
 - b) the correctness of the content and terminology, especially when considering the purpose of the text and, if specified by the Client in the order, also its end use,
 - c) correct spelling and grammar and appropriate use of language, taking into account the purpose of the text and, if specified by the Client in the order, its end use,
 - d) adherence to style guidelines and formatting,
 - e) compliance with the agreements and requirements specified in the order with respect to the target text and, if specified by the Client in the order, also its end use.

17. If the Contractor discovers during said proofreading that the work does not meet the requirements of the order, the Contractor must correct these deficiencies before the actual delivery of the work.
18. Properly executed work in the case of interpreting services will in particular meet the following conditions, unless otherwise specified in the order:
 - a) The unmistakable transfer of the meaning of a statement from the source language to the target language (hereafter referred to as "interpretation"). This interpretation is provided in the highest possible quality. The interpretation must faithfully reflect the manner of expression and must not alter the meaning or content of the communication.
 - b) The use of sufficient vocabulary and adherence to grammatical rules, as well as the appropriate choice of linguistic devices and the correct pace.
 - c) In the event that the participants to whom the interpreting is provided are not physically present at the same place as the Contractor (e.g. telephone call, audio-visual conversation via the internet), the Contractor agrees to provide a description of the entire situation that may affect the interpretation (e.g. noise or otherwise difficult conditions for interpretation) in addition to the interpretation.
 - d) Ability to communicate effectively with people in a variety of positions and situations. It is also important to be able to arrange the conditions for interpretation in a given situation so that the interpretation can proceed successfully and smoothly for everyone involved.
 - e) Interpretation will always be adapted to the specific situation. The Contractor will always choose clothing that will not interfere with the other participants' perception of the interpreted message. The Contractor will also take into account any cultural and religious differences.
 - f) The Contractor has the right to issue an invoice and to its subsequent payment if immediately after the interpretation has been carried out, the Contractor submits to the Client a Statement of Performed Interpretation Work bearing the signature of the person designated by the Client in the order, including information on whether the interpretation was carried out properly and on time.
19. The Contractor must respect the copyrights of other persons when performing the work. If the ordered work is a copyrighted work, the Contractor, upon handing over the completed work to the Client, represents that he is the author of this copyrighted work and also the holder of all copyrights to it. The Contractor also grants the Client the right to exercise the intellectual property right in an unlimited scope, i.e. the so-called exclusive licence, and also the possibility to further dispose of the exclusive licence at its own discretion for the benefit of third parties. This exclusive licence includes, among other things, the Client's right to use the work without any restrictions for an unlimited period of time, with the proviso that the Contractor as author cannot use the work further. The Contractor represents that in the event of the assignment of the licence by the Client to a third party, the Contractor does not require the identification of the new licensee to be disclosed to him. The agreed price for the work includes both the remuneration for the creation of the work and the payment for the exclusive licence granted to the Client and the Client's ability to further dispose of the licence.
20. The Contractor using third parties in the performance of the work (in particular his subcontractors or employees) is obliged, if prior consent has been granted, to respect the copyrights of other persons in the performance of the work. If the ordered work is a copyrighted work, the Contractor represents upon handing over the completed work to the Client that he is the proper holder of the so-called exclusive licence, including the contractually secured ability to dispose of the exclusive licence independently for the benefit of third parties. The Contractor agrees to contractually ensure that in the event of assignment of the licence to the Client, he will not disclose the person of the Client to the author of the work. The Contractor hereby assigns to the Client the exclusive licence in its entirety. The agreed price for the work then includes both the remuneration for the creation of the work and the payment for the assignment of the exclusive licence to the Client and the Client's ability to further dispose of the licence.
21. The contractor must observe the ethics of business in the contractual relationship with Aspena, s.r.o., in particular:
 - a) not to engage in any form of corrupt behaviour in relation to public authorities, to any private law entity, and to not accept or be promised any dishonest payments, gifts or other benefits in connection with their

activities,

- b) not to allow child labour and work of foreigners without proper work permits, nor to perform or facilitate the performance of illegal work according to special legislation in any other way,
 - c) not to enter into prohibited agreements pursuant to special legislation, in particular Act No. 143/2001 Coll., on the Protection of Competition and on Amendments to Certain Acts, as amended, or pursuant to Act No. 136/2001 Coll., on the Protection of Competition and on Amendments to Certain Acts, as amended,
 - d) adhere to the rules of professional ethics generally accepted in the business sector.
22. The Contractor is obliged to pay the Client a contractual penalty in the amount of CZK 100,000 (in words: one hundred thousand Czech crowns) for each individual case of violation of the Contractor's obligations set out in paragraphs 9, 10, 11, 12, 13, 19, 20, 21 of these Purchase Terms and Conditions, while the Contractor is also obliged to pay this contractual penalty in each case where he fails to perform and deliver the work already ordered. Damages can be claimed in full in addition to the contractual penalty.
23. The Contractor will provide the Client with a warranty for the work that the Contractor has performed for a period of three years from the date of performance of the work.
24. In the case of the application of the warranty, the Client has the right to choose the following forms of removal of defects in the work in addition to those provided by law:
- a) correction of defective work by the Contractor or a third party designated by the Client,
 - b) the provision of a discount by the Contractor for defective work,
- the Client may choose each of these forms separately or in combination.
- In the event that the Client claims the right to a discount for defective work from the Contractor, this discount may be applied up to the price for the work properly performed. This entitlement to a discount may also be set off by the Client against the price for the work carried out by the Contractor.
25. The Contractor may not negotiate price agreements with other contractors of the Client at which they would provide services to the Client.
26. The Contractor must take out sufficient professional liability insurance against damage caused by the provision of defective work and to maintain this insurance throughout the duration of the contractual relationship.
27. The Contractor must ensure the proper and timely completion of the work at all times on the basis of all orders received.
28. In the event that a dispute arises between the Client and the Contractor regarding the validity of the Client's warranty claims which were lodged in time, they are obliged to resolve the dispute primarily out of court, in the form of an expert opinion by an independent arbitrator appointed by the Client from the list of court experts and interpreters, or by an opinion of another contractor if no suitable expert or interpreter is included in the list or if the expert or interpreter refuses to prepare an expert opinion for any reason (hereinafter referred to as the "opinion"). The costs of the opinion will be borne by the party against whom the opinion is adverse.
29. In the event of any dispute arising in connection with the performance of the obligations under the contractual relationship, the court of jurisdiction will be the court of the Client's place of residence: if the dispute is between the Contractor and Aspenna, s.r.o. with its registered office in the Czech Republic, the court of the Client in the Czech Republic will be the court of jurisdiction; if the dispute is between the Contractor and Aspenna, s.r.o. with its registered office in the Slovak Republic, the court of the Client in the Slovak Republic will be the court of jurisdiction.
30. The Contractor agrees to educate itself through the Client's e-newsletter, which will be sent at the Client's discretion.
31. In view of the fact that the Contractor will, in accordance with the subject matter of these Purchase Terms and Conditions, process personal data of natural persons for the Client 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, and repealing Directive

95/46/EC (General Data Protection Regulation - hereinafter referred to as the "GDPR"), the Client is further considered to be a processor under these Purchase Conditions and the Contractor is considered to be a sub-processor under Art. 28(2) of the GDPR. In the case where a contract of work is made between the Client and the Contractor on the basis of a so-called contract document, these Purchase Terms and Conditions are, in connection with the contract document, a contract of work and the contract of work is also considered to be a contract for the processing of personal data.

32. The Contractor as a sub-processor agrees to process personal data for the Client as a processor to which he gains access as a sub-processor on the basis of written orders, order documents.
33. The sub-processor agrees to process the personal data to the contractually specified extent, for the contractually specified purpose and for the time necessary in accordance with the GDPR, in accordance with the contract document entered into.
34. The sub-processor agrees to process personal data for the duration of the contract made on the basis of the contract document in connection with the performance of the obligations under these Purchase Terms and Conditions for the Contractor.
35. The sub-processor agrees to process the personal data, in particular by temporary storage and, if agreed, further transmission, in electronic and/or paper form.
36. The processor notifies the sub-processor that the occurrence and extent of personal data of natural persons may not always be apparent in the documents provided to the sub-processor on the basis of the concluded contract document. In such a case, the sub-processor agrees to focus his efforts on the identification and scope of the personal data in the transmitted documents and to take appropriate measures in relation to them in accordance with the GDPR.
37. At the same time, in conjunction with the preceding provision, the sub-processor agrees vis-à-vis the processor that, if the sub-processor discovers the existence and extent of personal data during the performance of the subject matter of the contract document entered into, he will notify the processor without delay and transmit the information so that the processor can carry out checks and, where appropriate, take measures to ensure the protection of personal data.
38. The sub-processor agrees, in accordance with Art. 33(2) of the GDPR to report the personal data breach to the processor without undue delay once he becomes aware of the breach. It will be reported by e-mail to gdp@aspena.cz, and by telephone to +420 541 242 186.
39. The information obligation under Art. 13 and Art. 14 of the GDPR, in relation to data subjects whose personal data are processed according to the concluded contract for work, will not be performed by the sub-processor, it will be performed by the data controller of the processor.
40. The sub-processor may not involve other processors as subcontractors in the processing of personal data, unless otherwise agreed.
41. The sub-processor must act in accordance with the GDPR and other legal regulations, with professional diligence, follow the instructions of the processor and act in accordance with the interests of the processor that he knows and should know.
42. The sub-processor agrees to process personal data only on the basis of documented instructions from the processor.
43. The sub-processor must, in a timely manner, notify the processor of any problems that could prevent the proper processing of the personal data.
44. Once the purpose of processing personal data in the sense of the work contract entered into (order document made) has passed, the personal data will no longer be processed. In this case, the sub-processor is obliged to dispose of the personal data in accordance with the GDPR.

45. The Contractor as a sub-processor represents that he has perused the GDPR regulation published on <https://eur-lex.europa.eu>.
46. The Contractor, as a sub-processor, represents that he is fully capable of ensuring the organisational and technical security of the personal data in accordance with the instructions of the Client published on <https://www.aspena.cz/Specialni/Bezpecnostni-pozadavky-zhotovitel/> as required by the GDPR.
47. The sub-processor may not involve other processors as subcontractors in the processing of personal data, unless otherwise agreed. If the sub-processor involves another processor in the processing of data, the sub-processor will pay a contractual penalty of CZK 100,000 (one hundred thousand Czech crowns) for each such unauthorised involvement of another processor without the consent of the processor.
48. The Contractor confirms the truthfulness and accuracy of all reference information about his person, in particular his professional competences and qualifications, which he has provided or communicated to the Client, as well as the professional competences and qualifications of his employees or subcontractors, if any. The Contractor agrees to the use of this data by Aspena for the purposes of the tendering procedures in which it participates as a tenderer, regardless of their nature.
49. In addition to these Purchase Terms and Conditions, the Contractor is also bound by other provisions in the order (order document) and which take precedence over the purchase conditions. If the Contractor and Aspena have made a framework contract of work, the contractual relationship is not regulated by these Purchase Terms and Conditions.
50. The Client may change these Purchase Terms and Conditions without the Contractor's prior consent. The Contractor will be informed of the change by e-mail. If the Contractor does not agree with the change in the Purchase Terms and Conditions, he must notify the Client without undue delay, but no later than 30 (thirty) days after the notification of the change in the Purchase Terms and Conditions. Otherwise, the Contractor will be presumed to have agreed to the change in Purchase Terms and Conditions.