

GENERAL TERMS

For translation services performed by "Prevodacheska kashta SKRIVANEK"OOD

I. GENERAL TERMS AND SUBJECT

1. These General Terms define the relations between "Prevodacheska kashta SKRIVANEK"OOD, hereon referred to as Prevodacheska kashta **SKRIVANEK**, and Bulgarian as well as foreign persons and legal entities, hereon referred to as **clients**, in the event of an agreement for performing of **written translations** and/or **additional services**, connected with them.

2. Prevodacheska kashta **SKRIVANEK** is obliged to perform one or more of the following services:

a) **written translation** – translation of a text, provided by the **client** in a language combination selected by the **client**;

b) **additional proofreading of a written translation performed by Prevodacheska kashta SKRIVANEK or by a third party** – editing of the translation performed by an expert in the respective field who has good command both of the source and the target language, in order to provide complete concordance of the terminology used and the overall content of the translation with the source material;

c) **independent review of a written translation, performed by Prevodacheska kashta SKRIVANEK by a third party** – stylistic and linguistic editing of the translation performed by a specialist with linguistic education in the target language in order to improve the overall richness of the translation;

d) **special graphic editing of a written translation, performed by Prevodacheska kashta SKRIVANEK by a third party** in one of the following text editor programmes and word processor programmes: Adobe PageMaker, PDF format, MS PowerPoint, MS Excel, MS Project, Adobe FrameMaker, Word Perfect, QuarkXPress, InterLeaf, Lotus WordPro.

3. In its relations with the clients Prevodacheska kashta **SKRIVANEK** is governed by the following set of principles:

a) execution of the services offered at high professional level and in accordance with the conditions negotiated with the respective **client**;

b) treating as confidential all the information provided by the client in connection with the execution of the services;

c) abiding to the interests of **the client** to the greatest extent possible during the execution of the assigned order;

4. Prevodacheska kashta **SKRIVANEK** performs its services in accordance with the System of Quality Management ISO 9001:2001 that is introduced into the company.

II. DEFINITIONS

5. The terms and concepts used in the present General Terms have the following content:

a) **language combination** – the two languages the translation is performed between, where the source language is the language the translation is done from and target language is the language the translation is done into;

b) **standard text** – text which contains 1 800 (one thousand and eight hundred) hits per page - 60 (sixty) hits per row and 30 (thirty) rows per page.

c) **standard order** – up to 8 (eight) standard pages;

d) **preliminary volume of the order** – the presupposed quantity of units (pages, words, graphics, etc.) stated in the purchase order for translation and/or additional services;

e) **final volume of the order** – the final quantity of units (pages, words, graphics, etc.) that are contained in the document assigned for translation and/or additional services or if it is not possible to estimate this quantity in the source language – in the ready product in the target language;

f) **contact person** – a person that represents **the client** by the power of a legal regulation, letter of attorney, or is stated in the purchase order for concluding the agreement as a person entitled to represent **the client** and perform legal actions on his/her behalf regarding the respective order;

g) **client's consultant** – a person, specifically stated by **the client** in the purchase order who in the event of special terminology, specific expressions or abbreviations in the provided material for translation assists Prevodacheska kashta **SKRIVANEK** in clarifying their exact meaning;

h) **working hours of Prevodacheska kashta SKRIVANEK** - from 08.00 o'clock to 20.00 o'clock during the days stated as working days as per the Bulgarian legislation; and

i) **special purpose of the translation** – function of the translation stated **by the client** that deviates significantly from the purpose stemming from the nature of the translation document itself, for instance use of the document in an advertisement, for a separate printing or as a part of another publication, use of the document for presentation before official institutions, performing of back translation in order to check the content of the initial translation and the like.

III. CONCLUDING AN AGREEMENT FOR A WRITTEN TRANSLATION SERVICE

6. Prevodacheska kashta **SKRIVANEK** concludes a written agreement with **the client** for written translation and/or additional services.

7. At the contraction, **the client** should establish his / her identity.

a) for a person – by the means of a valid identification document, in accordance with his / her citizenship and

b) for a legal entity – with documents that establish its existence as a legal entity and the person that represents it; these documents should be in accordance with the legal order of the state where the legal entity is registered or where its managements address is.

8. Prevodacheska kashta **SKRIVANEK** could, if necessary, require other documents to be provided by **the client**.

9. The agreement is to be concluded through the means of a purchase order (form) by a template, set by Prevodacheska kashta **SKRIVANEK** that contains identification data of the parties, correspondence address, type, preliminary volume and reference price for the order, subject of the text and special purpose of the translation, language combination, type of storage for the ready product and means of receipt as well as means of payment.

10. If no contact person is stated in the purchase order, a contact person is considered the person who has signed the agreement.

11. In case no address for correspondence is stated in the purchase order, the management address is considered a correspondence address or, for the persons - their present address

12. If **the client** has not stated a special purpose of the translation in the purchase order, it is to be considered that the translation is going to be used according to the usual purpose that stems from the nature of the document itself.

13. When specialized terminology, specific expressions or abbreviations with specific meaning are present in the material provided for translation, **the client** is obliged to appoint a consultant.

14. The agreement is considered as concluded the moment the filled in purchase order is signed by **the client** and by Prevodacheska kashta **SKRIVANEK**.

15. The written form as per the previous item is considered to be adhered to should the parties have exchanged filled and signed forms via fax or scanned filled and signed forms via e-mail.

16. Prevodacheska kashta **SKRIVANEK** has the right to refuse to conclude the agreement for performing translation services when:

a) **the client** refuses to present the documents or information required by Prevodacheska kashta **SKRIVANEK**;

b) **the client** has not fulfilled correctly his/her obligation as per another agreement for either translation or interpretation services, concluded with Prevodacheska kashta **SKRIVANEK**;

c) the materials, provided by **the client** are either wholly or partially unsuitable for translation from technical point of view and this unsuitability is not eliminated and

d) the content of the materials provided by **the client** is an infringement of the law or contradicts the generally accepted rules of conduct or violates good manners.

IV. PRICES OF THE SERVICES. MEANS OF PAYMENT

17. The fee for the translation and/or additional services is set according to the price list of Prevodacheska kashta **SKRIVANEK** for a standard order the moment when the agreement is concluded

18. All values stated in the price list as well as the ones stated in the General Terms are without value added tax.

19. The type of translation, the respective language combination, the kind of volume of the orders are to be considered when calculating the fee for the translation service.

20. The type and volume of the order are to be considered when calculating the fee for the additional services.

21. When extremely urgent order is concerned the value of the express order is defined according to the price of a normal order with a surcharge of the amount (two hundred and fifty percent).

22. When the price quote is being filled, Prevodacheska kashta **SKRIVANEK** sets preliminary price of the translation and/or additional services.

23. The final price of the translation and/or the additional services is being calculated on the basis of the final volume of the order.

24. The volume of the order is set on the basis of the quantity of standard pages contained in the source text, calculated by the means of the software tools available at Prevodacheska kashta **SKRIVANEK**. When the volume cannot be calculated by the means of the available software as per the previous item, the calculation is performed with regards to the ready product in the target language. Such a calculation can be performed upon an explicit request made by **the client**.

25. The minimum order volume is one standard page.

26. When the amount of the order exceeds one standard page, the pages following the first one are calculated to the second digit following the decimal comma.

27. The discounts and bonuses provided in these General Terms are deducted when defining the final price of the order.

28. **The client** is entitled to a onetime quantity discount if a single order as per invoice exceeds 1000 (one thousand) leva as follows:

- a) over 2000 (two thousand leva) – 2% of the price of the order;
- b) over 3000 (three thousand) leva – 3 % of the price of the order;
- c) over 4000 (four thousand) leva – 4 % of the price of the order.

29. **The client** has the right to refuse the onetime quantity discount in order to be included in the Bonus programme as he/she should state that in written form before taking advantage of the discount.

30. Including in the Bonus programme happens automatically when the amount of 1500 (one thousand and five hundred) leva of two or more orders is reached, provided that **the client** has not taken advantage of the onetime discount.

31. The preferences of the Bonus programme are to be used by **the client** provided that in the last six months before the relative order the assigned translation and/or additional services as per invoice are at the amount of at least 1500 (one thousand and five hundred) leva and there are no overdue payments.

32. **The client**, included in the Bonus programme has the right to use with regards to the newly-assigned orders, the following discounts for multiple services:

- a) when the amount of the order is up to 3000 (three thousand) – 5% (five percent);
- b) when the amount of the order is from 3000 (three thousand) to 8000 (eight thousand) – 7% (seven percent) and
- c) when the amount of the order is from 8000 (eight thousand) to 15000 (fifteen thousand) – 9% (nine percent).

33. The payment of the preliminary amount of the assigned translation and/or additional services stated in the purchase order is to be made in advance when the agreement is concluded.

34. If the price of the order is higher than 300 (three hundred) levs, **the client** has the right to make the payment in two parts:

a) the first payment should be in the amount no less than 50 % (fifty percent) of the reference price of the translation service – in advance at the signing of the agreement and

b) the second payment in the amount of the remains of the fee – at the delivery of the translated material.

35. In the cases as per the previous item, if **the client** pays the whole preliminary amount in advance, he/she is entitled to a onetime discount in the amount of 5 % (five percent) of the amount as per invoice, regardless of any other discounts and bonuses.

36. In the event of bank transfer as a day of payment is considered the day when the account of Prevodacheska kashta **SKRIVANEK** is certified with the respective amount.

37. The final price of the services is to be defined at the delivery of the final product according to the actual work performed by Prevodacheska kashta **SKRIVANEK**.

38. **The client** should make the levelling payment as per the agreement on the day of receiving the translation.

39. When **the client** owes forfeit and/or interest, they are to be paid together with the levelling or the second payment.

40. In the cases when the whole payment is made in advance, the forfeits and/or interest are kept back and the remain is to be paid as a leveling instalment.

41. Prevodacheska kashta **SKRIVANEK** deducts from the amount paid in advance or from the leveling instalment the forfeits and/or interest due to **the client**.

42. If the final value of the sum of money paid in advance exceeds the value of the services, the difference is to be returned by Prevodacheska kashta **SKRIVANEK** on the day of delivery of the order the same way **the client** has paid the price.

43. When a claim is to be settled as per section VIII CLAIMS. CLAIM PROCEEDINGS and the value is to be reduced, Prevodacheska kashta **SKRIVANEK** is obliged to return to **the client** the overpaid sum of money on the day delivery of the corrected product the same way the price has been paid.

44. When settling a claim as per the order in section VII.CLAIMS. CLAIM PROCEEDINGS a reduction of the reward for the translation and/or additional services is to be made, Prevodacheska kashta **SKRIVANEK** is obliged to return the overpaid sum to **the client** within seven days the same way the price has been paid.

45. For all the payments received Prevodacheska kashta **SKRIVANEK** issues official report documents as per the Act of accounting and the Act of value added tax.

V. TIME PERIODS FOR EXECUTION OF THE SERVICES

46. The respective duration of the time period is set upon the type and volume of the order.

47. The period for performing of the service is calculated in days or hours based on the standard order (up to 8 standard pages).

48. The time periods for the different types of orders for translation services are as follows:

a) standard order – 3 (three) days;

b) speed order - 2 (two) days and

c) express order - 24 (twenty-four) hours.

49. If the assigned order for translation exceeds the limits of the standard order, the time periods are calculated as follows:

a) standard order – the total quantity of pages divided by the standard order (eight pages) + 2 (two) working days;

b) speed order – half of the time period as per a) + 1 (one) working day and

c) express order – one third as per a).

50. Prevodacheska kashta **SKRIVANEK** performs super express order if an agreement with **the client** is reached for each separate case for the reducing of the time periods as per the previous items in accordance with the volume of the respective order.

51. The time periods for the different types of orders for performing the additional services are for:

a) standard - 3 (three) days;

b) speed - 2 (two) days;

52. If the assigned order for additional services exceeds the limits of the standard order, the time periods are calculated as follows:

a) standard order – the total volume of pages, divided by the standard order (eight pages) + 2 (two) working days;

b) speed order – half of the time period as per a) + 1 (one) working day;

53. If **the client** has assigned simultaneously the execution of a written translation and additional services, the time period for the additional services passes separately from the time period for the translation.

54. For the time periods calculated in days, only the working days are taken into consideration.

55. When the time periods are calculated in days the day of assignment and the day of delivery of the order are not included in the calculation.

56. When the time period is calculated in hours and the working hours of Prevodacheska kashta **SKRIVANEK** have finished the delivery of the product is to be made at the beginning of the next working day.

57. The time period for the execution of written translation and/or additional services starts after the day, following the day of payment.

VI. EXECUTION

58. Prevodacheska kashta **SKRIVANEK** is obliged to perform the translation and/or additional services as per the conditions negotiated by the parties with the care of a good businessman.

59. Prevodacheska kashta **SKRIVANEK** performs the assigned order with its own employees and/or with subcontractors..

60. When the service is wholly or partially assigned to subcontractors, Prevodacheska kashta **SKRIVANEK** bears the responsibility for their actions as if they were its own..

61. Prevodacheska kashta **SKRIVANEK** does not bear any responsibility whatsoever for the possible consequences connected with the violation of copyright law in connection with the translated material.

62. When during the process of translation and/or the additional services, it is established that the provided materials are partially or wholly unsuitable for translation from technical point of view, Prevodacheska kashta **SKRIVANEK** is obliged to notify the client immediately and require their correction.

63. If the unsuitable part is unsubstantial and its omission would not significantly affect the quality of the final product and the deadlines for the execution of the order, Prevodacheska kashta **SKRIVANEK** continues the execution of the assigned task.

64. If the client does not correct the technical shortcomings in the source language text before the deadline, Prevodacheska kashta **SKRIVANEK** delivers the product without that part and has the right to refuse the execution of the additional services. In this instance **the client** owes the whole amount of the order.

65. In the cases as per the previous item **the client** loses his/her right to make objections regarding the inaccurate execution of the ignored part as well as objections toward the quality of the ready product.

66. When the conditions for continuing the execution of the assigned order are not present as per item 63, the deadline of the order is extended with the period of time during which **the client** did not take any action.

67. If no action is taken on behalf of **the client** as per the previous item for more than 3 (three) working days, Prevodacheska kashta **SKRIVANEK** has the right to renounce the agreement.

68. If during the process of translation it is determined that the content of the provided materials violates either the law or the generally accepted rules of conduct or good manners, Prevodacheska kashta **SKRIVANEK** has the right to renounce the agreement.

69. If during the process of translation it is determined that the provided materials or parts of them are grammatically, stylistically or semantically mixed-up (entangled), Prevodacheska kashta **SKRIVANEK** is obliged to duly notify the client for these circumstances and to warn him/her that this is going to influence negatively the quality of the ready product.

70. In the supposition as per the previous item **the client** has the right to state in a written form within 3 (three) working days that he/she wishes the translation to continue. In this case he/she loses his right to object toward the quality of the translation. If he/she has not made an explicit statement, Prevodacheska kashta **SKRIVANEK** has the right to renounce the agreement.

71. During the execution of the assigned order **the client** does not have the right to contact the translators at his/her own initiative without the prior consent of Prevodacheska kashta **SKRIVANEK**.

72. In case of a contact between **the client** and the translator as per the previous item **the client** is obliged to notify Prevodacheska kashta **SKRIVANEK** for each new arrangement with the translator.

73. When the text contains special terminology, peculiar expressions, abbreviations and the like, by the means of a written request by Prevodacheska kashta **SKRIVANEK** **the client** is obliged to provide reference materials in the source and/or the target language and/or provide a consultant to the translator. Prevodacheska kashta **SKRIVANEK** does not bear any responsibility for any flaws in the ready product that are either direct or indirect consequence of **the client's** failure to fulfill this requirement.

74. Prevodacheska kashta **SKRIVANEK** is obliged to treat as confidential information all the provided materials and records received in connection with the execution of the order.

75. The ready product is prepared in the same or the most similar format as the one of the text in the source language and before its delivery is checked for completeness and correction of technical omissions.

76. The ready product is prepared according to the type of storage and number of copies stated in the purchase order.

77. The order is to be delivered after its completion in an accomplished state.

78. When the order consists of several independent documents or one document that can be split into relatively independent parts without this split to influence significantly the quality of the translation and/or the additional services, Prevodacheska kashta **SKRIVANEK** has the right to execute its obligations in parts.

79. At the signing of the agreement the parties may set intermediate deadlines for execution in parts. The failure to keep these intermediate deadlines is not considered as delayed execution on behalf of Prevodacheska kashta **SKRIVANEK**.

80. The delivery of the ready product is to be performed in the way stated in the agreement. If it is not specifically stated otherwise, it is considered that the parties have agreed that the delivery is performed by the rules set in item 81, a).

81. The parties may agree that the ready product is delivered in one of the following ways:

- a) in person (by hand);
- b) via fax;
- c) via e-mail and
- f) via regular mail or with a courier.

82. The personal delivery (by hand) is to be conducted at the office of Prevodacheska kashta **SKRIVANEK** to the contact person. A mutual delivery protocol is drawn-up and **the client** verifies the receipt with a signature on the purchase order.

83. The delivery of the ready product via fax or via e-mail is to be done at the fax number or e-mail address stated in the agreement.

84. The ready product is considered as delivered at the moment Prevodacheska kashta **SKRIVANEK** sends it to the fax number or e-mail address stated and the receipt is verified with the respective fax and/or e-mail message.

85. The delivery of the ready product via regular mail or courier is to be done at the address stated in the agreement.

86. When the delivery is made either via regular mail or courier as day of delivery is considered the day when Prevodacheska kashta **SKIRVANEK** has submitted the consignment to the mail or courier service with the order that the consignment is delivered to the address stated in the agreement.

87. If Prevodacheska kashta **SKRIVANEK** has fulfilled precisely its obligations when delivering the ready product but it has not been received, the client has the right to request another delivery.

88. The requirement as per the previous item has to be made in a written form and has to contain the means of the second delivery, including the respective relevant parameters (authorized person, fax number, e-mail address, and consignment address).

89. The expenses for the second delivery are on behalf of **the client** and are to be paid by him/her in advance.

90. The second delivery of the ready product cannot be treated as acknowledgement by Prevodacheska kashta **SKRIVANEK** of incorrect execution.

91. At the receipt of the ready product the client is obliged to check it for flaws and accept it.

92. If no claim has been made in the time periods and rules set in section VII CALIMS. CLAIM PROCEEDINGS. the work is considered accepted without any objections whatsoever.

VII. CLAIMS. CLAIM PROCEEDINGS.

93. **The client** has the right to a written objection (claim) for the faults in the translation noted by him/her at the reviewing of the ready product.

94. Flaws of the ready product as per the previous item are:

- a) technical omissions – completeness, number of copies, readability and others;
- b) grammatical errors – spelling and punctuation omissions;
- c) stylistic errors – omissions in the style of the translation when they lead to discrepancies with the style of the source text and
- d) semantic errors – discrepancies in the meaning of the translation and the original text.

95. Claim of the ready product can be made within 7 (seven) working days after the date of receipt.

96. The claim is to be made in written form and addressed to the project manager stated in the agreement.

97. When exercising his/her right of a claim, **the client** is obliged to state the type and volume of the flaws of the ready product claimed by him/her.

98. Prevodacheska kashta **SKRIVANEK** is obliged to notify **the client** in written form for its opinion regarding his/her claim. If it accepts the claim the notification should also contain the deadline in which the flaws would be removed and the ready product would be handed over to **the client**.

99. If Prevodacheska kashta **SKRIVANEK** accepts the claim for technical flaws when preparing the ready product, it is obliged to correct them within 3 (three) working days.

100. When Prevodacheska kashta **SKIRVANEK** accepts that the product has not been prepared with the respective grammatical, stylistic or semantic quality, and for the additional services – with the respective quality, it corrects the product at its own expense.

101. The respective duration of the period for the correction is defined according to the type and quantity of the flaws on the basis of the type of the order, but this period cannot exceed the initial period of execution of the order.

102. The corrected product is to be delivered as per the rules of the initial delivery.

103. Within 3 (three) days of receiving the refusal of Prevodacheska kashta **SKRIVANEK** to grant the claim, **the client** has the right to state in written form his/her wish to present the ascertaining of the faults claimed before an expert.

104. The expert is to be determined by **the client** who has the right to choose him/her among the lecturers in the respective language in Sofia University "Sveti Kliment Ohridski" and when such an expert is not available - among persons with the appropriate qualifications in another department.

105. If **the client** has requested an expert opinion but has not appointed a person to perform it, the person is appointed by Prevodacheska kashta **SKRIVANEK**.

106. The remuneration for the expert is in the amount of 40 % (forty percent) from the amount of the translation, but no less than 200.00 (two hundred) levs and is to be deposited in advance in at the office or in the bank account of Prevodacheska kashta **SKRIVANEK**.

107. If **the client** does not make the deposit as per the previous item within 3 (three) working days after he has stated that he would like an expert opinion, the claim proceedings are terminated.

108. After the written request for an expert opinion and the deposit document for remuneration of the expert are received, Prevodacheska kashta **SKRIVANEK** is obliged to hand over all the materials immediately to the appointed expert.

109. The term for the expertise is to be set according to the volume and complexity of the ready product.

110. In his/her conclusion the expert has to express opinion for the justness of the objections made stating the type and volume of the grammatical, semantic and/or stylistic flaws found and to define the approximate extent to which they influence the quality of the ready product.

111. After the conclusion of the expert has been presented, Prevodacheska kashta **SKRIVANEK** forwards it to **the client** immediately.

112. Each of the parties has the right to refuse to accept the conclusion of the expert.

113. . Prevodacheska kashta **SKRIVANEK** is obliged to notify **the client** in written form for its opinion on the conclusion of the expert as per the order set in item 98.

114. If Prevodacheska kashta **SKRIVANEK** does not dispute the conclusion of the expertise it is obliged to remove at its own expense all of the flaws stated in the expertise and reduce the amount of the remuneration due. The amount of the remuneration reduction is to be defined according to the expert conclusion for the approximate extent to which the flaws stated influence the quality of the ready product but no more than 10 % (ten percent) of the amount of the order.

115. In this case, Prevodacheska kashta **SKRIVANEK** reimburses **the client** for the deposit paid for the expert opinion.

116. When Prevodacheska kashta **SKRIVANEK** states that it does not accept the conclusion of the expert or if **the client** does not agree with it, the argument between the parties is to be settled with the means of arbitration as per the set of rules stated in Section XIII. APPLICABLE LAW AND ARGUMENTS

117. The corrected product is to be delivered as per the rules of the initial delivery.

VIII. LIABILITY FOR NON-FEASANCE

118. When payment is delayed the party that has remised the payment owes a legal interest.

119. In the event of a delay in the delivery of the ready product or in the event of termination of the contract because of delayed execution, Prevodacheska kashta **SKRIVANEK** owes compensation for the damages caused due to the delay, as per the common rules.

120. In the cases of a traverse of agreement execution as per the rules set in item 67, 68 or 70, Prevodacheska kashta **SKRIVANEK** is entitled to a reward for what is already executed and a forfeit within the amount of 20 % (twenty percent) of the order value, which are to be deducted from the amounts paid in advance.

121. When **the client** makes a contact with the translators without the prior consent of Prevodacheska kashta **SKRIVANEK** and thus impedes the execution of the order, he/she owes a forfeit in the amount of 3 000.00 (three thousand) levs for each separate violation.

122. If, as a result of non-regulated contact between the translator and **the client**, the agreement is terminated, and the same order is assigned to the same translator either by **the client** or another person, **the client** owes a forfeit in the double amount of the order, but no less than 3 000.00 (three thousand) levs.

123. In the event of a one-sided termination of the contract by **the client** he/she owes to Prevodacheska kashta **SKRIVANEK** a forfeit in the amount of 20 % (twenty percent) besides the amount of the work already done at the moment when the work is discontinued.

124. Compensation for damages as per the previous items is to be claimed according to the common rules.

IX. AMENDMENT AND TERMINATION OF THE AGREEMENT

125. The agreement for translation and/or additional services may be amended only through the written consent of the parties.

126. If **the client** make the advance payment negotiated in the purchase order or the total payment, Prevodacheska kashta **SKRIVANEK** sends a written notification that if the amounts due are not paid within an appropriate period of time, the agreement will be considered as terminated.

127. In the cases of a delayed delivery of the ready product the client has the right to give a written warning to Prevodacheska kashta **SKRIVANEK** that after an appropriate period of time has elapsed and he/she has not received the ready product, he/she would consider the agreement terminated.

X. PRIVACY POLICY

128. With the signing of the purchase order for translation and/or additional services the client gives his/her consent to Prevodacheska kashta **SKRIVANEK** to process the personal data received by him/her as far as this process is connected to the execution of the contract.

XI. EFFECT AND AMENDMENT OF THE GENERAL TERMS

129. The present General Terms are approved by the means of an order of the manager of Prevodacheska kashta Skrivanek # OP-024/01.06.2006 and are amended by an order of the manager of Prevodacheska kashta Skrivanek OOD # OP-029/25.06.2007.

130. They are displayed in a prominent position in the offices of Prevodacheska kashta **SKRIVANEK** and are published on its Internet site. Each **client** receives a copy of those at the signing of the agreement that is to be verified in a written form.

131. These General Terms are an inseparable part of the agreement for translation and/or additional services between Prevodacheska kashta **SKRIVANEK** and **the client**. At the signing of the agreement **the client** states explicitly, that he/she is well acquainted with them and agrees that these General Terms are applied toward him/her.

132. In case of a discrepancy between arrangements written in the agreement between Prevodacheska kashta **SKRIVANEK** and **the client** and arrangements included in these General Terms, the arrangements between the parties apply.

133. These General Terms or their separate clauses may be amended one-sidedly by Prevodacheska kashta **SKRIVANEK**.

134. The version of the General Terms that was valid at the time when the agreement was signed is applicable in the relations between Prevodacheska kashta **SKRIVANEK** and **the client**.

135. The amendments of the General Terms enter into force for the agreements already established from the date when Prevodacheska kashta **SKRIVANEK** has notified **the client** for them and he/she has confirmed accepting those in written form.

XII. APPLICABLE LAW AND ARGUMENTS

136. For the matters not settled in the agreement and these General Terms, the regulations of the Bulgarian commercial and civil law apply.

137. All arguments which have arisen between the parties with regards to the validity, invalidity, execution, non-execution, law interpretation and all other issues connected with the agreement as well as with these General Terms, are to be regulated voluntarily and when a mutual solution is not reached, are to be brought before the Commercial Arbitrary Court at the National juridical foundation with head office in Sofia, as the Bulgarian material and procedural law applies.