SKRIVANEK

I. Introductory Provisions

2. The Purchasing Terms and Conditions represent an integral part of a contract between client and vendor.
3. For the purposes hereof, Skřivánek s.r.o., with its registered office at Na dolinách 153/22, Prague 4, 147 00, Org. ID No: 60715235, registered in the Commercial Register at the Prague Municipal Court, Section C, File No. 232789, on 20 July 1994, is defined as the client, and the person or entity providing translations, interpreting services or other related services is defined as the vendor, while they are collectively referred to as the parties.
4. The subject matter hereof consists in the conditions under which the vendor provides the client with a contractual performance under their trade license authorisations or registered lines of business (hereinafter also referred to as "activities") under individual contracts in the form of individual subcontracts (hereinafter also referred to as "purchase orders") under an umbrella contract defining the framework terms of a contract (e.g. a cooperation agreement); such work shall primarily constitute:

3.1. providing translations and proofreading of documents and/or
3.2. providing interpreting services and/or
3.3. other related services, primarily defined as
3.3.1. language services and/or
3.3.2. graphical services and/or
3.3.3. localisation services (hereinafter referred to as “a service” or “services”)
3.3.4. all services specified in Subsection 3.3. – 3.3.3., including services not listed here. are defined in the Service Definition document which the vendor is bound to comply with: www.skrivanek.cz/en/ptc-definitions-services

II. Written form of Acts and Deliveries

3. Activities performed in writing (hereinafter also referred to under the terms “documents” and/or “in writing” and/or “written form”) for the purposes hereof, in addition to documents in paper form, shall include

1.1. facsimile messages (“faxes”);
1.2. electronic mail (“e-mail”);
1.3. the client’s electronic order form (also referred to as “e-mail”).
1.4. If an e-mail is sent from an e-mail address that is not specified in the contract, written form shall be preserved if the e-mail contains
1.4.1. an electronic signature provided using the procedure under specific legislation (hereinafter also referred to as “a signature”) and/or
1.4.2. the client-assigned order number, which functions as the agreed password for such purposes. If an e-mail contains an order number, there is the irrefutable presumption between the parties that the party on whose behalf it has been sent has signed it with the same effect as if signature was provided as specified in Article II. 1.4.1. The parties are liable for damages incurred to the other party for misuse of the password.

2. Documents must be sent by the sender to the other party

2.1. in paper form to the mailing address specified in the contract;
2.2. via fax to the fax number specified in the contract;
2.3. via e-mail to the e-mail address specified in the contract.
2.4. as a document saved in the vendor’s section of the client’s online system.

3. The day or moment of delivery for documents sent to the mailing address, fax number or email address in the case of:

3.1. documents
3.1.1. is the date of confirmation of delivery for parcels delivered in person and/or via a courier service;
3.1.2. is the date of delivery indicated in a reliable manner on the addressee’s documents for standard parcels delivered via a postal license holder;
3.1.3. is the date presented on confirmation of delivery for registered mail delivered via a postal license holder, and, if the addressee does not take delivery of such a parcel from the postal license holder, then the third day after its submission to the postal license holder for carriage;
3.2. is the successful time of delivery, if sent via fax, as indicated by confirmation printed out from the sender’s fax machine;
3.3. is the time of confirmation of receipt by the recipient’s receiving device, if sent via e-mail, and, if not, then the time at which confirmation of receipt by the party is issued.
3.4. is the time recorded and shown after the document is uploaded to the vendor’s section of the client’s online system.

III. Contracts

1. Individual contracts and separate subcontracts between the client and the vendor, with the exception provided in Article III (3) hereof, are established upon a proposal completed by the client in writing (hereinafter also referred to as a “purchase order") and confirmed by the vendor in writing. All data and conditions contained in such an order are considered a part of such a proposal for the purposes of the order as a draft contract. The subject matter of such a contract is referred to herein, where required, as an order. The provisions hereof form an integral part of every contract, including subcontracts, even if no specific reference is made to this fact therein.

1.1. In addition to the standard details in a purchase order as a draft contract, the client shall state
1.1.1. the specifications of the order or the requested services;
1.1.2. the source and target languages;
1.1.3. the deadline for delivering the service(s);
1.1.4. the form and method of delivering the service(s);
1.1.5. a contact person;
1.1.6. the intended use of the order;
1.1.7. the billing method and price.

2. If a purchase order (draft contract) specifies a response period, the vendor shall respond in writing immediately or otherwise within the specified period. The vendor shall notify the client of the following in response to a purchase order

2.1. agreement to the proposal, which may include sending written confirmation of the purchase order, in which case, a contract is established in the full scope of the purchase order,
2.2. disagreement with the proposal, in which case no contract is established,
2.3. a counterproposal to change specific conditions presented in the purchase order. In such case, a contract shall only be established after both parties reach agreement in writing on all conditions of contract.

3. Individual contracts between the client and the vendor may also be established on request by a remote means of voice communication (e.g. over the phone) whereby

3.1. the vendor responds to the client’s offer made in this manner by accepting the proposed conditions, and
3.2. the vendor delivers the agreed service to the client after receiving a written purchase order and materials required to complete the order and/or
3.3. the vendor confirms acceptance of the order in writing and/or
3.4. the vendor does not respond in writing without undue delay that they specifically do not accept the proposal due to disagreement with the offer.

4. The current version hereof, including all documents referenced herein as a part hereof, form an integral part of

all contracts as of the date of their establishment, including those contracts where there is no direct reference hereto; the provisions of such a contract shall take priority in the event of a conflict between the provisions of the contract and the provisions hereof.

5. A contract may be amended by a separate agreement, whereby the rules applicable to the establishment of a contract shall apply proportionately to any such amendment thereto.

6. A contract may be terminated

6.1. upon agreement;

6.2. upon written notice from the client of withdrawal from the contract in justified cases (i.e. "order cancellation"), whereby the vendor shall be entitled to compensation, in the case of

6.2.1. translation, language, graphics and localisation services, a part of the order that has already been completed, on condition that such materials are immediately provided by the vendor;

6.2.2. interpreting services in the scope of up to 1 day;

6.2.2.1. 35% of the preliminary price if cancelled less than 48 hours before the agreed start of such interpreting services;

6.2.2.2. 50% of the preliminary price if cancelled less than 24 hours before the agreed start of such interpreting services;

6.2.3. interpreting services in the scope of more than 1 day;

6.2.3.1. 35% of the preliminary price for the first day of interpreting if cancelled less than 48 hours before the agreed start of such interpreting services;

6.2.3.2. 50% of the preliminary price for the first day of interpreting services if cancelled less than 24 hours before the agreed start of such interpreting services, plus 35% of the preliminary price for the second day of interpreting services.

7. The vendor has no right to withdraw from a contract for any reason other than statutory reasons.

8. If the vendor fails to notify the client without undue delay of impediments that currently prevent or will prevent them from completing the work for the client, they shall pay the client a contractual fine in the amount of 15% of the price of the order. Such a fine shall not be included in the calculation of compensation for damages incurred by the client in connection with the vendor's failure to fulfil any obligations.

IV. Delivery of a Service (Order)

1. The vendor shall be considered to have properly delivered a service in the case of

1.1. translation and language services

1.1.1. upon delivery of the duly completed translation, proofreading and/or language services to the client

1.1.1.1. with a suitable level of quality in terms of grammar, terminology, style and meaning;

1.1.1.2. in accordance with the intended use;

1.1.1.3. in accordance with the contract and the client's instructions;

1.1.2. whereby written confirmation of the receipt of the translation, proofreading or language service issued by the client shall serve as proof of delivery in this case;

1.2. interpreting services

1.2.1. delivery of interpreting services to the client and/or the client's customer

1.2.1.1. with a suitable level of quality in terms of meaning, terminology and comprehensibility;

1.2.1.2. in accordance with the particular type of interpreting service;

1.2.1.3. in accordance with the contract and the instructions from the client and/or the client's customer (especially provided reference materials and terminology) and

1.2.2. handover of a written interpreting certificate with the signature of an authorised employee or the client and/or the client's customer;

1.3. graphical and localisation services

1.3.1. delivery of the duly graphically and/or technically processed materials

1.3.1.1. in the required quality and with the required functionality, exactly corresponding to the original materials, unless agreed otherwise;

1.3.1.2. in accordance with the contract and the client's instructions, whereby

1.3.2. written confirmation of the receipt of the graphical or localisation service issued by the client shall serve as proof of delivery in this case.

2. Unless expressly agreed otherwise in the contract, a translation vendor shall ensure the following as an integral part of due performance

2.1. preservation of the graphical presentation in a manner that corresponds to the original document;

2.2. completion of the order using the requested editing program;

2.3. completion of final checks before handing in the order, including a spelling and grammar check in the submitted text using a specific tool for the given language, and a check to ensure the completeness of the text and to verify other properties of the text;

2.4. if an order is to be completed using translation or localisation software, the client must receive the created or modified translation memory as an integral part of the order, whereby the creation or modification of such a memory is included in the subject matter of the contract and in the price of the order

3. The client shall accept the properly delivered performance (order) at the time and place and in the manner specified in the contract and shall confirm receipt to the vendor in writing.

4. Until the vendor receives confirmation of receipt of the duly delivered work from the client, the vendor shall not be entitled to issue an invoice.

5. A service shall not be considered to have been delivered late if the vendor repeatedly delivers an order based on a written reminder from the client and demonstrates that it has already been sent to the client in a timely manner once, if the reasons for failed delivery may be attributable to the client.

6. A service shall be considered properly delivered if it corresponds to the Service Definition.

V. Warranty Period, Claims Period and Liability for Defects in a Service

1. The vendor shall be fully liable for all damage incurred by the client as a result of defective services provided by the vendor and shall compensate the client for all such damages in full.

2. The vendor shall secure sufficient professional liability insurance coverage for damages resulting from defective services and maintain such insurance cover for the duration of the contractual relationship.

3. A service shall be considered defective if not provided in accordance with the contract and/or the client's instructions.

4. For each service that the vendor delivers to the client, the vendor provides the client with a warranty in the scope and for the period in which the client's customers are authorised to lodge claims for defects in such services, and for a minimum of two years from the date on which the services are delivered.

5. The client shall report any claims involving defects in services to the vendor in writing within 0 days from the date on which it learns of such a defect. The same applies to defects in services identified by the client before delivery to the client's customer, and to any defects identified and subject to a claim filed by the customer to the client.

6. In the case of defective services, the client has the right to

seek one of the following

6.1. free-of-charge reworking of the order, or

6.2. a discount from the price for the service, or

6.3. withdrawal from the contract.

7. Provision of such discount is without prejudice to the client's other entitlements, especially compensation for damages incurred by the client

VI. Pricing Agreements, Invoicing and Payment Terms

1. Pricing arrangements, prices and rules for changes thereto are negotiated in individual contracts or subcontracts between the client and the vendor, or in a separate price agreement. If the contract indicates that the price of a service is specified as a preliminary price, for instance, given that it was established on the basis of a simple estimate of the number of units, the calculation of the final price shall be based on units in the target language and/or the actual scope of work and the vendor's costs, and the prices negotiated with the vendor in the contract or in a separate price agreement shall be used to defined the final price; if no such prices are contained therein, the standard prices for the time and place of service delivery shall be used.

2. Invoicing shall be performed retroactively for the previous month and always as of the final day of the previous month. Settlement of any overpayment or underpayment and any other claims shall be conducted in the invoicing for the subsequent month.

3. The vendor shall issue an invoice to the client containing the details required of a tax document (hereinafter also referred to as "an invoice") for all of the individual orders accepted by the client in the previous month. This invoice shall be delivered to the client at the vendor's expense by the 16th day of the following month.

4. If an invoice is not issued based on invoicing reference materials which are prepared and sent by the client for the previous month by the 5th day of the following month at the latest, such an invoice, in addition to the basic details laid down in legislation, shall particularly specify the order number, unit price, number of units and total price of each order, the subtotal for all projects and, in the case of interpreting services, a copy of the provided and certified interpreting certificate(s) as an attachment to the invoice.

5. The client shall pay such invoice by the due date, which is 40 days after the last day of the month in which the services were delivered, unless agreed otherwise. Payment is considered complete when the corresponding amount is debited from the client's account.

6. If an invoice is not issued in accordance with relevant legislation and/or does not contain the details specified herein and/or agreed in the contract, the client shall be authorised to return the invoice to the vendor before the due date, specifying the deficiencies, and shall not be considered to be delayed with its payment. The vendor shall then be obliged to issue a new and complete invoice due within 40 days from the last day of the month in which it is newly delivered to the client.

7. If the client submits a claim involving defects in services in writing to the vendor, especially based on claims from the client's customer, and if the vendor's invoice has not yet been paid, the client shall be entitled, without being considered to be in default, to refrain from paying the invoiced amount and to withhold such amount as security for entitlements from defects in services delivered by the vendor. If the claim is determined to be legitimate, the withheld amount may be set-off against its receivables against the vendor. If a claim is found to be without merit, the client shall pay the withheld amount to the vendor within 7 days of determining this fact.

VII. Principles of Cooperation

1. Before accepting the a proposal (purchase order) from the client, the vendor shall determine whether they possess the knowledge, experience, possibilities and all necessary registration, licenses and authorisation required to deliver the specified service and shall make every effort to provide the agreed services to the client in a flawless manner.

2. When in contact with the client, the vendor shall always specify an order number, follow all instructions from the client related to the order when delivering services, provide the specified service in the defined language, by the agreed deadline, in the required level of quality and in the agreed manner, whereby in the case of localisation services, the vendor shall immediately notify the client that it has sent the outcome of such a service to the client.

3. The client shall supply the vendor with all supporting documents, materials and information necessary to provide the service in a timely manner, whereby

3.1. in the case of translation, language, graphical and localisation services, they shall be provided when the purchase order is placed;

3.2. in the case of interpreting services, they shall be provided at least 2 days before the date on which the services shall be delivered at the latest.

4. The client shall issue a purchase order to the vendor when ordering specific services as defined in Article III (1) herein.

5. The vendor shall confirm such a purchase order or comment on it immediately upon its receipt. If not, the client may not be obliged to accept the delivered service.

6. By confirming a purchase order, the vendor confirms that they have reviewed and received all materials necessary for delivering the defined service and confirms their accuracy and completeness.

7. The vendor shall inform the client without undue delay upon the occurrence of any of the circumstances specified below

7.1. the materials provided for completing the given order

7.1.1. have not been received and/or

7.1.2. are incomplete or damaged and/or

7.2. the sent materials do not correspond to the details specified in the order (e.g. file size, language, etc.);

7.3. the scope of the ordered services exceeds the ordered quantity by 10% or more;

7.4. the client's customer requests services outside the framework of the order;

7.5. the client's customer refuses to compensate the interpreter for transport, accommodation and subsistence allowances when providing interpreting services;

7.6. circumstances have occurred that could threaten the timely delivery of the service or services to the client.

8. The client shall be entitled to charge the vendor a contractual fine for a violation of the conditions specified in Subsections 7.3 and 7.4 herein in the amount of the difference between the price of the ordered services and the price charged by the vendor, which the client is entitled to set-off against the vendor's receivables for the delivered service.

9. When delivering a service, the vendor shall inform the client as to where and how services shall be delivered if it cannot be delivered in the standard place and/or manner.

10. A vendor that is a natural person may not provide services via a third party without the prior written consent of the client. If the vendor is a legal entity, it may provide its services via a third party, but exclusively under the condition that such persons are bound with respect to the scope of their rights and obligations in the same scope as the vendor is bound to the client.

11. The vendor is responsible for ensuring the required technical equipment and know-how to complete an order and commits to make regular back-ups of orders on

external media for the purposes of recovery following a hardware or software failure.

12. If the client provides the vendor with specialised training, orientation and support in translations involving selected CAT software (such as Across, Trados and Wordfast), the vendor shall accept such training and complete orders using the software for which they have been so trained.

13. The vendor commits to comply with national legislation concerning environmental protection and internal environmental regulations specified by the client in the document "WE ACT ECO - principles": www.skrivanek.cz/en/ptc/wae

VIII. Special Provisions and Information Security Rules (ISMS)

1. Information security rules

1.1. The vendor is aware that all information and documents (hereinafter also referred to as "information") that they come into contact with and/or are furnished or provided with access to for the purposes of fulfilling their commitments to the client within their business relationship comprise a trade secret of the client. The vendor is likewise aware that such information may contain personal data and may involve works defined under copyright legislation.

1.2. The vendor shall preserve the client's trade secrets in full, especially with respect to confidentiality

1.2.1. as to the nature and volume of the services delivered by the client or merchandise and their prices

1.2.2. as to any facts and information they come into contact within during their activities for the client, regardless of the way in which they come into contact with them or the way in which they are made available.

1.3. The vendor shall comply with all information security rules employed by the client, and shall not alienate and/or leak information about any of the client's activities, transactions, business processes, or its system of management and control.

1.4. Regardless of the manner in which information is made available, the vendor is also liable for unintentional alienation or disclosure of such information to third parties.

1.5. Without the knowledge and consent of the client, the vendor shall not

1.5.1. make copies of documents or other information carriers to which they gain access when conducting their activities for the client,

1.5.2. process or alter information to which they gain access when conducting their activities for the client

1.5.3. create their own database from the client's information.

1.6. The vendor is aware of the possibility of coming into contact, within the performance of the activities, with personal data subject to 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 Regulation"), as well as with works as specified in Act No. 121/2000 Coll., the Copyright Act, and is fully liable for the violation of any rights and obligations under this Act and related legislation.

1.7. The client has the right

1.7.1. to conduct a check of compliance with information security rules on the part of the vendor and any third parties used by the vendor to fulfil commitments to the client

1.7.2. to refuse to provide access to information, information carriers and the client's information equipment to those vendors who are unable to demonstrate the necessary knowledge of information security rules and/or whose conduct is in violation of these rules and/or generally binding legislation.

2. If a service and/or part of a service results in the creation of a work as laid down in Act No. 121/2000 Coll., the Copyright Act, or legislation that replaces it, there is an irrefutable presumption that by delivering the service, the vendor grants the client express consent to all forms of use of the work (e.g. publication, release, modification, etc.) and the assignment of all rights thus acquired to third parties. The price for the service shall then cover all of the vendor's entitlements, i.e.

2.1. remuneration for providing the service (creating the work);

2.2. payment for permission for all uses of the works (e.g. publication) and transfer of rights to third parties. By offering the result of the service to the client, the vendor

2.3. grants consent as the author for all instances where such consent is required under the Copyright Act;

2.4. declares that the copyright to the work belongs to him or her without restriction, that there is no restriction on the transfer of the right to use the work to the client, and that he or she is liable for damages incurred by the client if such a declaration is proven to be false.

3. A translation memory provided by the client, or created or modified by the vendor, may not be used, without the prior written consent of the client, for the vendor's own personal needs, or provided to any third party, with the exception of subcontractors working on an order, under the condition that these subcontractors are bound in the same scope to which the vendor is bound to the client.

4. All of the client's information and documents in written or electronic form containing instructions for the vendor's work, which the client provides to the vendor or provides access to in an electronic format, remain exclusively the intellectual property of the client and their contents are considered strictly confidential. The vendor shall only use these materials for work on services for the client. The vendor shall maintain confidentiality with respect to their content and may not modify or alter such materials in any way, or disseminate or distribute them.

5. The client may, but is not obliged to, grant the vendor access to materials in electronic form by sending an access password to the vendor's e-mail address. The vendor shall keep such an access password confidential and shall be liable for any damages incurred by the client as a result of its misuse. The use of any access password sent in order to access the client's website from any external device shall be assigned to the vendor in the client's corresponding database and the use of the access password in the manner defined above shall function as confirmation that the vendor is familiar with the client's internal methodology materials.

IX. Non-Compete Clause and Price Agreements

1. Without the express consent of the client, in business matters, especially those involving orders that are currently being worked on, the vendor shall not contact the client's customers and shall immediately inform the client of any such direct or indirect attempt to make contact on the part of the client's customer.

2. If the client consents to contact between the contractor and the client's customer, the vendor may not discuss matters concerning the business terms of the order with the client's customer.

3. Over the duration of the contract and for a period of 24 months after its termination, the vendor may not enter into a business relationship with the client's customer concerning the same business activities as those of the client.

4. The vendor may not enter into pricing agreements with other vendors of the client under which they would provide services to the client.

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X. Confidentiality Clause

1. The rules specified in this article below shall apply if no special agreement on confidentiality has been or shall be entered into between the client and the vendor, and regardless of its current or future title.
2. The vendor, and the vendor's legal successor, is obliged to maintain the strictest confidentiality with respect to parties besides the client with respect to all information regarding
2.1. the client that they learn about during their activities for the client;
2.2. the client's customers and partners that they come into contact with during the performance of their services;
2.3. the content of outgoing materials and finished translations or interpreting services. The same applies without restriction for the period after the termination of activities for the client.
3. The vendor is aware that damages caused to the client or third parties by a violation of the commitment to maintain confidentiality may exceed the price of the order within which access to such information is gained many times over.
4. The vendor is aware that a violation of the commitment to maintain confidentiality may expose them to criminal liability for their conduct.
5. The commitment to maintain confidentiality does not apply to data that demonstrably has one of the following properties:
5.1. it was already publicly known or publicly accessible before being shared;
5.2. such data must be disclosed to a third party based on obligations imposed by valid legislation, or disclosure is enforced by a decision and/or injunction issued by a public authority with which the vendor is obliged to comply.

XI. Disputes

1. If there a dispute arises between the client and the vendor regarding the legitimacy of the client's claims involving liability for defects enforced in a timely manner, the parties shall resolve such a dispute out of court, specifically by way of an expert opinion of an independent arbiter specified by the client from a list of expert witnesses and court-appointed interpreters, or an opinion of another vendor if a suitable expert or interpreter is not registered on such a list or if they refuse to prepare such an opinion for any reason (hereinafter referred to as "an opinion"). The costs for preparing an opinion are covered by the party found to be responsible in the opinion.
2. If the client is entitled to a discount from the price of an order as a result of liability for defects, the amount of the discount, if the claim is found to be legitimate, shall be based on the outcome of the expert opinion.
3. The conclusion of an expert opinion ordered under Article XI (1) herein shall be binding for the client and the vendor.

XII. Contractual Fines

1. The vendor shall pay the client a contractual fine in the amount of CZK 100,000 for every individual violation of the obligations specified in Article VIII and/or Article IX and/or Article X, including in cases of repeated violations.
2. The client shall bill a contractual fine to the vendor for payment within 15 days of delivery of the bill, whereby payment of such a contractual fine shall be without prejudice to compensation any for resulting damages.

XIII. Personal Data Processing and Business Correspondence

14. The client shall accumulate and maintain up-to-date records of its vendors containing personal identification data (including a date of birth and photos, if included in a vendor's CV), and business data (details certifying education, experience and the quality of the vendor's expertise). The client may process such data manually or using automated means by itself or via third parties, and such data shall be used for the purposes defined in legislation and in accordance therewith and/or for holidays, the performance of a contract, the protection of its interests and for any other agreed purposes.
15. The vendor consents to the processing of their personal data, i.e. allows the client as the operator under 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 Regulation") to process their personal data obtained in connection with a contract and its implementation, and/or data that the vendor provides the client with subsequently during the performance of a contract.
16. The client shall primarily use such data to perform the contract. The data will also be used in the scope necessary to support the presentation of the client and the vendor to the client's customers and partners, to which the vendor must always provide their voluntary consent.
17. The vendor may grant or refuse consent to the client to send or otherwise provide business correspondence and information on its products and the products of its subsidiaries and partner companies, to offer them these products, or to determine their satisfaction with existing products over the duration of the contractual relationship.
18. The vendor is aware that such consent is granted (or refused) for the duration of cooperation with the client and that they may withdraw/restore it in writing at any time without providing a reason, but that they must not do so in a way that would prevent or significantly hinder contractual cooperation.

XIV. Processing of Personal Data by the Vendor

1. The vendor commits to process the personal data of third parties received from the Client in the form of texts for translation/proofreading, or that are otherwise provided as part of interpreting services, exclusively in accordance with the Regulation and bears full responsibility for its security. The vendor shall only process the personal data of third parties for the duration of the contract. The personal data of third parties as defined herein primarily includes: all other data defined as personal data under Article 4 (1) of the Regulation.
2. The vendor provides sufficient assurance as to the implementation of suitable technical and organisational measures to ensure that the processing of third-party personal data complies with the requirements of the Regulation, and to ensure that the rights of these third parties are protected.
3. The vendor shall not engage any other processor in such third-party data processing without the prior written consent of the client. If the vendor engages another processor after receiving approval from the client, this processor must be subject to the same obligations to protect third-party personal data as afforded under the contract and European Union law.
4. The vendor shall:
4.1. only process third-party personal data based on the client's instructions
4.2. ensure that those persons authorised to process third-party personal data are bound to confidentiality

4.3. take all precautions required under Article 32 of the Regulation
4.4 comply with the conditions for engaging an additional processor as specified in Article 28 (2) and (4) of the Regulation
4.5. take into account the nature of the processing and assist the client using suitable technical and
4.6. organisational measures and precautions, if feasible, to fulfil the client's obligation to respond to requests
4.7. seeking to exercise the rights of data subjects under Chapter III of the Regulation
4.8. assist the client in determining compliance with the obligations under Article 32 to 36 of the Regulation, and,
4.9. while taking into consideration the nature of the processing and the information available to the vendor,
4.10. delete all third-party personal data in accordance with the client's decisions or return such data to the client
4.11. after termination of the legal relationships established under such a contract, and delete all existing copies, unless European Union law or the law of a European Union member state requires such personal data to be archived
4.12. provide the client with all information necessary to demonstrate that such obligations specified above or in the Regulation have been met, and permit audits, including inspections, conducted by the client or another auditor authorised by the client, and contribute to these audits.

XV. Special arrangements for the provision of medical device documentation services

1. Compliance with ISO 13485 Requirements
All translation and localization services for medical device documentation shall comply with ISO 13485:2016 requirements for quality management systems.
2. Compliance with Quality Management Standards
The vendor shall comply with the requirements of ISO 13485:2016 in the provision of all services related to medical device documentation. The vendor shall provide evidence of compliance upon request and cooperate fully during audits.
3. Confidentiality and Data Protection
The vendor shall ensure the confidentiality of all client-provided information, including medical device documentation, translation files, and project data. Such information must not be shared with third parties without prior written consent from the client. The vendor shall implement measures to protect such data, including encryption and secure file transfer methods, in accordance with GDPR.
4. Confidentiality Agreement
The vendor shall maintain strict confidentiality of all client-provided information and comply with applicable data protection laws, including GDPR. Unauthorized sharing of client data is strictly prohibited.
5. Regulatory Compliance
The vendor shall ensure that all translations comply with relevant medical device regulations, including FDA 21 CFR Part 820 and EU MDR 2017/745.
6. Traceability and Record Retention
The vendor shall maintain traceability of all translation activities, including records of translators, reviewers, and validation steps. All records must be retained for a minimum of 5 years or the lifetime of the medical device, whichever is longer.
7. Right to Audit
The client reserves the right to audit the vendor's processes and documentation to ensure compliance with ISO 13485:2016 and regulatory requirements.
8. Corrective and Preventive Actions (CAPA)
If non-conformities are identified, the vendor shall implement corrective and preventive actions and provide the client with a report documenting the actions taken.
9. Subcontracting Restrictions
The vendor shall not subcontract any part of the services without prior written approval from the client. If subcontracting is approved, the vendor is responsible for ensuring that subcontractors comply with ISO 13485 requirements and the terms of this agreement.
10. Subcontracting
All subcontracting must be approved by the client and comply with strict quality and ISO 13485 conformity requirements.

XVI. Final Provisions

16. Unless otherwise specified in a contract or herein, all matters between the client and the vendor shall be subject to Czech law, especially the relevant provisions of Act No. 89/2012 Coll., the Civil Code, and other valid legislation, and , regardless of whether they are attached to the text of the contract, shall further be subject to:
1.1. these Purchasing Terms and Conditions;
1.2. price agreements between the client and vendor;
1.3. the manual for vendors, in its up-to-date version, as published in electronic form under a separate access password;
1.4. the style manual for translations in the vendor's language combinations, in its up-to-date version, as published in electronic form under a separate access password. By confirming a purchase order and/or signing a contract, the vendor confirms that they are familiar with the content of the above and other materials specified herein. If no specific arbitration agreement or clause is agreed upon by the client and the vendor, all disputes shall be resolved by the Czech general court with jurisdiction over the matter, and if the vendor does not have such court in the territory of Czech Republic, then such a general court shall be determined by the address of the client's registered office.
17. If there is a change hereto, the client shall inform the vendor of this fact before the new version of the text enters into force, whereby a suitable method for such notification includes:
2.1. publication on the client's website www.skrivanek.cz/en;
2.2. notification of its publication sent to the vendor's e-mail address;
2.3. delivery of the updated version to the vendor's e-mail address;
2.4. delivery of its updated version in paper form to the vendor's mailing address; the client shall be entitled to determine the method of notification.
18. Any change to the details contained in the header of a contract, such as a change to mailing addresses, phone numbers, etc., must be reported by the concerned party to the other party without undue delay.
19. The wording hereof is binding for the parties.
20. These Purchasing Terms and Conditions enter into force on 1 March 2025

Ing. Pavel Skřivánek, Managing Director