ELIA disclaimer: The following TERMS AND CONDITIONS are a template agreement between you (the vendor) and the customer. The term "template" implies that this is being provided merely as an example and should only be used subject to professional advice from a qualified lawyer in your country. ELIA does not guarantee that the text is fit for any particular purpose for which you might want to use it, nor does it provide any guarantees concerning the legal implications arising therefrom. By using this template or parts thereof, you accept that ELIA assumes no responsibility whatsoever for any damages which may arise from use thereof.

Text in GREEN is to be replaced by you (vendor) and the customer. Please note that you can omit or add any sections that are applicable to your specific case. The template was kindly provided by a Translation Company in the Czech Republic, therefore the agreement might reflect EU law.

TRANSLATION SERVICES LEVEL AGREEMENT NO. XXXX

DATE, CITY, COUNTRY

Agreement entered into between:

On the one hand

" XXXX", with registered address at _____ and company registration number xxxxxx, represented by XXXXXXX, Director, as authorized by the company's Memorandum and Articles of Association, (hereinafter referred to as "the Service Provider"), and

On the other hand

" XXXX", with registered address at _____ and company registration number xxxxxx, represented by XXXXXXX, Director, as authorized by the company's Memorandum and Articles of Association, (hereinafter referred to as "the Client")

Who agree as follows:

1. DEFINITIONS

Unless expressly stated otherwise, in this Agreement the following words shall bear the following meaning:

11. "Services" shall refer to services referred to in Article 3 of this Agreement;
1.2. "Party" shall refer to a service provider or client separately;
1.3. "Parties" shall refer to the service provider and the client collectively.

2. SCOPE

ELIA disclaimer: The following TERMS AND CONDITIONS are a template agreement between you (the vendor) and the customer. The term "template" implies that this is being provided merely as an example and should only be used subject to professional advice from a qualified lawyer in your country. ELIA does not guarantee that the text is fit for any particular purpose for which you might want to use it, nor does it provide any guarantees concerning the legal implications arising therefrom. By using this template or parts thereof, you accept that ELIA assumes no responsibility whatsoever for any damages which may arise from use thereof.

Text in GREEN is to be replaced by you (vendor) and the customer. Please note that you can omit or add any sections that are applicable to your specific case. The template was kindly provided by a Translation Company in the Czech Republic, therefore the agreement might reflect EU law.

The Service provider shall provide the Services described in Article 3 to the Client under the terms and conditions set forth in this Agreement, and the Client shall pay for the Services rendered by the Service provider as specified herein.

3. SERVICES

3.1. The Service provider shall provide the following services: translation, editing, and other related language services upon the Client's request.
3.2. The Client shall provide a specific Purchase Order under the terms and conditions of this Agreement to the Service provider by email.
3.3. The parties agree that the deadlines and procedures shall be determined by both parties at the time of Purchase Order placement and specified in the annexes to this Agreement.
3.4. If there are any additional requirements provided by the Client and/or if there are any unforeseen circumstances that have arisen on the Service provider's side during the execution of the order, the deadline for providing the Services specified in paragraph 3.3 of this Agreement shall be extended for a period agreed by both parties.
3.5. The parties agree that the Purchase Order shall be delivered by the Client to the Service Provider by email.

4. PRICES OF SERVICES AND SETTLEMENT PROCEDURES

4.1. The price of Services is specified in the Annex no. 1 of this Agreement.
4.2. The parties agree that if the Client requests any additional services or if the Service provider experiences unforeseen additional costs, the cost of services specified in the annexes to this Agreement may be increased upon the agreement of both parties. The Client may order additional services / works according to the following prices: XXXX EUR for a word, XXXX EUR for an hour.
4.5. If the Client fails to pay for VAT invoice issued by the Service provider in due time, the Client shall pay 0.0XXXX % penalty charges for late payment from the amount payable for each day of delay.
4.6. If the Service provider fails to provide the agreed services on the date agreed by both parties, the

ELIA disclaimer: The following TERMS AND CONDITIONS are a template agreement between you (the vendor) and the customer. The term "template" implies that this is being provided merely as an example and should only be used subject to professional advice from a qualified lawyer in your country. ELIA does not guarantee that the text is fit for any particular purpose for which you might want to use it, nor does it provide any guarantees concerning the legal implications arising therefrom. By using this template or parts thereof, you accept that ELIA assumes no responsibility whatsoever for any damages which may arise from use thereof.

Text in GREEN is to be replaced by you (vendor) and the customer. Please note that you can omit or add any sections that are applicable to your specific case. The template was kindly provided by a Translation Company in the Czech Republic, therefore the agreement might reflect EU law.

Service provider shall pay 0.0XXXX % penalty charges for each day of delay.

5. SERVICE PROVIDER'S RIGHTS AND OBLIGATIONS

5.1. The Service provider agrees:
5.1.1. To take orders from the Client according to the procedure specified in this Agreement and provide quality language services;
5.1.2. To provide Services specified in Article 3 of this Agreement on the agreed date and following the established procedures;
5.1.3. To agree and coordinate in advance with the Client the necessary costs of any additional orders/works in writing;
5.1.4. To return to the Client all the provided documents, necessary for the execution of the Purchase Order, after providing the Services specified in Article 3 of this Agreement;
5.1.5. To provide orders, specified under this Agreement, to the Client.
5.2. The Service provider has a right:
5.2.1. To ask the Client to provide all the information necessary for the execution of the order.

6. CLIENT'S RIGHTS AND OBLIGATIONS

6.1. The Client must:
6.1.1. Agree on the date of the Purchase Order execution, procedure and other delivery terms and conditions of the order;
6.1.2. Provide all the necessary information to the Service provider;
6.1.3. Accept the work done by the Service provider under this Agreement (agreement paragraph 3.6);
6.1.4. Pay for the Services provided by the Service provider on the agreed terms and carry out other contractual obligations;
6.2. The customer has a right:
6.2.1. To get information from the Service provider about the process of Purchase Order execution;

ELIA disclaimer: The following TERMS AND CONDITIONS are a template agreement between you (the vendor) and the customer. The term "template" implies that this is being provided merely as an example and should only be used subject to professional advice from a qualified lawyer in your country. ELIA does not guarantee that the text is fit for any particular purpose for which you might want to use it, nor does it provide any guarantees concerning the legal implications arising therefrom. By using this template or parts thereof, you accept that ELIA assumes no responsibility whatsoever for any damages which may arise from use thereof.

Text in GREEN is to be replaced by you (vendor) and the customer. Please note that you can omit or add any sections that are applicable to your specific case. The template was kindly provided by a Translation Company in the Czech Republic, therefore the agreement might reflect EU law.

6.2.2. To provide separate instructions to the Service provider, regarding the execution of the Purchase Order.

7. CONFIDENTIALITY

7.1. The Service Provider during the term of the Agreement and after termination of this Agreement shall keep all the information received (in writing and in any other form) from the Client under the terms of this Agreement confidential and shall not disclose it to third parties, except the information that is treated as public according to the laws.

7.2. The parties agree that the information will not be kept confidential and the Service provider shall not be bound by the obligations in this Agreement, if such information was public and known to the Service provider prior to the date of signing this Agreement or has become publicly known (published in the media) not because of the Service provider's fault, i.e. the Service provider did not violate the terms and conditions of this Agreement.

8. CONTRACTUAL LIABILITY

8.1. If the Client fails to fulfill obligations provided in the paragraph 6.1, the Service Provider shall not be liable for the fulfillment of the obligations, specified in the paragraph 5.1.

8.3. If the Client does not accept the provided services (or any part of it), the Client must submit a written claim to a Service provider with the specified problems. Then the Service provider must correct any mistakes, inaccuracies, inconsistencies and non-compliance errors within XXXX working days from the date of written claim at its own expense.

ELIA disclaimer: The following TERMS AND CONDITIONS are a template agreement between you (the vendor) and the customer. The term "template" implies that this is being provided merely as an example and should only be used subject to professional advice from a qualified lawyer in your country. ELIA does not guarantee that the text is fit for any particular purpose for which you might want to use it, nor does it provide any guarantees concerning the legal implications arising therefrom. By using this template or parts thereof, you accept that ELIA assumes no responsibility whatsoever for any damages which may arise from use thereof.

Text in GREEN is to be replaced by you (vendor) and the customer. Please note that you can omit or add any sections that are applicable to your specific case. The template was kindly provided by a Translation Company in the Czech Republic, therefore the agreement might reflect EU law.

9. TERMINATION OF AGREEMENT

9.1. This Agreement may be terminated on the grounds provided in the Agreement, including the termination upon the agreement of both parties with at least a XXXX day notice period.
9.2. If the Client fails to fulfill its obligations under the paragraph 6.1 and fails to eliminate violations within 5 working days after receiving a written notice from the Service provider, the Service provider can ask to terminate the Agreement before the agreed deadline.
9.3. If the Service provider fails to fulfill its obligations under the paragraph 5.1 and fails to eliminate violations within 5 working days after receiving a written notice from the Client, the Client can ask to terminate the Agreement before the agreed deadline.
9.4. Termination of the Agreement shall not relieve the parties from the obligation to pay the penalties, damages, payment for work already done, if the termination of the agreement is not the fault of the Contractor.

10. FORCE MAJEURE

10.1. Party is not financially responsible for any failure to fulfill obligations or improper performance, if this is due to force majeure.
10.2. The Parties agree to follow the exemption from liability in case of force majeure, according to the laws of XXXX.

11. OTHER CONDITIONS

11.1. This Agreement shall enter into force with immediate effect and shall be valid until the complete fulfillment of contractual obligations.
11.3. In case of any disputes regarding the obligations of this Agreement both Parties agree to seek a mutual agreement. In case of failure to reach a mutual agreement , disputes shall be settled in

ELIA disclaimer: The following TERMS AND CONDITIONS are a template agreement between you (the vendor) and the customer. The term "template" implies that this is being provided merely as an example and should only be used subject to professional advice from a qualified lawyer in your country. ELIA does not guarantee that the text is fit for any particular purpose for which you might want to use it, nor does it provide any guarantees concerning the legal implications arising therefrom. By using this template or parts thereof, you accept that ELIA assumes no responsibility whatsoever for any damages which may arise from use thereof.

Text in GREEN is to be replaced by you (vendor) and the customer. Please note that you can omit or add any sections that are applicable to your specific case. The template was kindly provided by a Translation Company in the Czech Republic, therefore the agreement might reflect EU law.

accordance with the legislation of the Republic of XXXX in the courts of the Republic of XXXX.

11.4. This Agreement may be amended or supplemented only by written agreement of both Parties that becomes an integral part of this Agreement.

11.5. This Agreement is made in two copies, each for either party.

11.6. Annexes to the Agreement signed by both parties are an integral part of this Agreement and have the same legal power as the Agreement itself.

12. ADDRESSES AND DETAILS OF THE PARTIES

SERVICE PROVIDER:	**CLIENT:**
XXXX	XXXX
Address	Address
Position	Position
Name	Name