

CONDITII GENERALE DE PRESTARE A SERVICIILOR

Aceste Conditii reglementeaza cadrul general de desfasurare a raporturilor contractuale dintre KALIMERA si CLIENTII sai si fac parte integranta din orice contract de servicii incheiat intre KALIMERA si CLIENTII sai.
KALIMERA isi rezerva dreptul de a modifica unilateral aceste Conditii oricand va considera oportun.

DEFINITII:

Urmatorii termeni se vor interpreta dupa cum urmeaza:

Limba sursa	Limba din care se face traducerea
Limba tinta	Limba in care se face traducerea
Material sursa	Reprezinta totalitatea inscrisurilor sau textelor aflate pe orice fel de suport cu privire la care KALIMERA ofera serviciile sale.
Pagina	O pagina de text in Limba tinta, care contine 1800 caractere tipografice, inclusiv spatiile
Cuvant	Unitate de baza a vocabularului, care reprezinta asocierea unui sens (sau a unui complex de sensuri) si a unui complex sonor.
Traducere	Procesul de transpunere a unui text scris din limba sursa in limba tinta efectuata de catre un traducator
Interpretare	Procesul de transpunere pe cale orala a unui text sau discurs din limba sursa in limba tinta, efectuata de catre un interpret intr-o locatie desemnata de catre Client sau prin sisteme de tele/video conferinta
Traducator	Persoana autorizata sau calificata sa presteze servicii de traducere
Interpret	Persoana autorizata sau calificata sa presteze servicii de interpretare
Legalizare	Autentificarea semnaturii traducatorului autorizat de catre un Notar Public
Apostilare	Forma de supralegalizare efectuata la Tribunal sau Prefectura pentru documente originale sau traducerea legalizata a acestora
Data predarii	Data calendaristica stabilita de comun acord cu Clientul pentru predarea traducerii
KALIMERA	SC Kalimera Business SRL, cu sediul social in Bucuresti, Bld.Iuliu Maniu 7, Cotroceni Business Center, Corp A, et.2 sector 6, inregistrata la Reg.Com sub nr.J40/16606/2005, CUI: RO18005949
Client	Orice persoana fizica sau juridica ce solicita si/sau beneficiaza de servicii prestate de catre KALIMERA.
Zi	O zi lucratoare, conform dispozitiilor legale. Pentru claritate, zi lucratoare este orice zi de luni pana vineri, mai putin sarbatorile legale, in intervalul orar 09:00-17:00
Oferta de servicii	Reprezinta inscrisul ce detaliaza serviciile pe care Clientul le solicita KALIMERA si conditiile de prestare a acestora (<i>termen de predare, pret, conditii de plata</i>)
Lista de preturi	Lista ce detaliaza toate serviciile prestate de catre KALIMERA precum si preturile acestora, afisata in loc vizibil si prezentata Clientului la efectuarea unei comenzi.
Servicii	Serviciile lingvistice si conexe prestate de catre KALIMERA, detaliate in cuprinsul listei de preturi.

OFERTA DE SERVICII

Formularul tip al Ofertei de servicii (*OFERTA*) se regaseste la finalul acestor Conditii generale si constituie parte integranta a acestor Conditii generale. Orice oferta transmisa catre/acceptata de catre Client va fi supusa prevederilor Conditiiilor generale. O oferta se va considera ca fiind acceptata prin semnarea/stampilarea de catre Client, prin aprobarea in mod explicit, in forma scrisa, a acesteia (*de ex: acceptul dat prin intermediul postei electronice - email*) sau prin plata in avans a sumei mentionate in oferta.

PRETURI SI ACHITARE

Clientul datoreaza KALIMERA pentru serviciile prestate un pret ce va fi evidentiat si platit conform calculelor realizate de KALIMERA in conformitate Lista de Preturi si comanda primita de la Client.

In cazul traducerilor scrise, atunci cand documentul are o singura pagina care nu depaseste 1800 de caractere tipografice, inclusiv spatiile, tariful se va efectua la nivelul a 1 (una) pagina.

Calculul numarului de pagini se va efectua folosind regula rotunjirii matematice prin adaugare sau scadere. Pentru claritate, un document ce cumuleaza 2700 de caractere va fi considerat ca avand 2 pagini, in timp de un document ce cumuleaza 2699 de caractere va fi considerat ca avand 1 pagina.

In cazul serviciilor unde se aplica pretul per cuvint, suma datorata se va calcula inmultind numarul total de cuvinte cu pretul unitar pe cuvint.

Preturile serviciilor sunt cele mentionate lista de preturi valabila la momentul comunicarii comenzii de catre Client. Lista de preturi poate fi modificata periodic de catre KALIMERA oricand va considera oportun. Modificarea preturilor nu este aplicabila lucrarilor pentru care comanda a fost comunicata anterior anuntarii modificarii.

KALIMERA poate aplica discount-uri pentru serviciile sale, lucru ce va fi mentionat expres in Ofeta transmisa Clientului spre acceptare/aprobare.

In mod similar, in cazul serviciilor ce necesita un regim de procesare urgent, KALIMERA poate aplica o suprataxa, lucru ce va fi mentionat expres in Oferta transmisa Clientului spre acceptare/aprobare.

OBLIGATIILE KALIMERA

KALIMERA isi asuma urmatoarele obligatii:

- Sa isi dedice cunostintele, aptitudinile si experienta de specialitate in favoarea Clientului, facand toate eforturile de sinteza si de creatie in vederea indeplinirii serviciilor comandate si acceptate spre executare de KALIMERA;
- Sa respecte normele de etica (deontologie) profesionala, precum si regulile de integritate morala si loialitate fata de Client;
- Sa indeplineasca in termenul de executie convenit (estimat), cu promptitudine si diligenta, serviciile comandate de Client si acceptate de KALIMERA;
- Sa notifice Clientul cu privire la calitatea necorespunzatoare a Materialului sursa care poate determina imposibilitatea totala sau partiala a KALIMERA de a presta serviciile mentionate in Comanda
- Sa restituie, la cererea Clientului, orice documentatie primita de la acesta.

OBLIGATIILE CLIENTULUI

CLIENTUL isi asuma urmatoarele obligatii:

- Sa plateasca KALIMERA pretul convenit pentru serviciile prestate conform Ofertei.
- Sa asigure KALIMERA toate conditiile necesare pentru prestarea serviciilor. In acest sens, Clientul se obliga sa puna la dispozitia KALIMERA in timp util, toate informatiile reale, exacte si cat mai lamuritoare cu privire la serviciile comandate.
- Sa remedieze calitatea necorespunzatoare a Materialului sursa cu privire la care a fost notificat de catre KALIMERA.
- Sa pastreze confidentialitatea asupra conditiilor concrete ale colaborarii cu KALIMERA, in conditiile legii, si sa se abtina de la copierea sau utilizarea textelor documentatiei contractuale pentru servicii similare sau asemanatoare ale Clientului si/sau ale afiliatilor sai sau altor persoane cu care se afla in legatura.
- Sa raspunda patrimonial pentru orice daune provocate KALIMERA.

CONFIDENTIALITATE

Toate documentele trimise spre evaluare si/sau traducere catre KALIMERA sunt considerate a avea un caracter strict confidential. KALIMERA nu va dezvalui nici una din informatiile incluse in documentele trimise spre traducere nici unei terte parti (inclusiv angajatilor si colaboratorilor KALIMERA decat daca acest lucru este necesar pentru efectuarea evaluarii/traducerii), cu exceptia cazului in care s-a obtinut aprobarea scrisa prealabila a CLIENTULUI sau daca este cerut expres de catre lege. Mai mult, KALIMERA nu va folosi in interes personal informatiile cuprinse in documentele trimise spre traducere. La cererea expresa, in forma scrisa a CLIENTULUI, KALIMERA convine sa distruga sau sa returneze, fara a pastra vreo copie a acestora, toate exemplarele documentelor primite de la acesta, precum si traducerile acestora, atat pe suport material cat si in format electronic.

CLIENTUL este constient de imposibilitatea KALIMERA de a oferi serviciile de "eliberare ulterioara de exemplare suplimentare" pentru traducerile ce vor fi distruse.

DREPTURI DE AUTOR

KALIMERA este titularul drepturilor patrimoniale de autor nascute in legatura cu serviciile de traducere/interpretare sau conexe solicitate/comandate de catre CLIENT.

La momentul achitarii integrale a serviciilor prestate de catre KALIMERA, CLIENTUL va avea dreptul sa reproduca opera de traducere/interpretare pentru uzul personal, pentru cercul normal al afiliatilor sai precum si in raporturile comerciale cu partenerii sai de afaceri, cu conditia ca reproducerea sa nu contravina utilizarii normale a operei si sa nu prejudicieze KALIMERA.

Orice alta utilizare de catre CLIENT a drepturilor patrimoniale de autor al caror titular este KALIMERA nu va fi posibila decat cu consimtamantului scris prealabil al acesteia.

RASPUNDERI

KALIMERA raspunde pentru serviciile furnizate, in masura in care Clientul i-a asigurat toate conditiile pentru prestarea serviciilor si/sau i-a pus la dispozitie toata documentatia necesara.

Raspunderea KALIMERA angajata in baza comenzii nu va putea depasi pretul serviciilor ce ar fi fost datorat sau este datorat pentru serviciile respective.

CLIENTUL intelege si este de acord ca traducerile reprezinta un act de creatie, iar uneori din cauza naturii sau dificultatii textului data sau ora predarii convenite pot fi decalate. De asemenea, in cazul serviciilor de legalizare si apostilare, CLIENTUL intelege si este de acord ca prestarea acestora nu depinde exclusiv de KALIMERA, ci institutiile autorizate in acest sens (Notar Public, Tribunal, Prefectura) si astfel data sau ora predarii pot fi decalate din motive independente de KALIMERA.

Orice serviciu prestat de catre KALIMERA poate fi reclamat ca fiind necorespunzator in maximum 48h de la prestarea lui. Dupa expirarea acestui termen, serviciul este considerat ca fiind corespunzator si acceptat de catre CLIENT iar orice reclamatie ulterioara nu va fi luata in considerare.

FORTA MAJORA

Forta majora exonereaza Partea care o invoca de raspundere. Prin forta majora se inteleg toate situatiile datorate unor evenimente extraordinare, neprevazute si independente de vointa Partilor.

Partea care invoca forta majora trebuie sa notifice cealalta Parte de producerea evenimentului in termen de maximum 3 zile de la producerea acestuia, urmand ca in cel mult 5 zile sa prezinte si certificarea evenimentului de forta majora de catre autoritatile specializate competente.

Neindeplinirea obligatiei de notificare in termenul convenit, obliga Partea care invoca forta majora la plata daunelor provocate prin neindeplinirea obligatiilor asumate.

LEGEA APLICABILA

Prezentul Contract precum si drepturile si obligatiile Partilor contractante vor fi guvernate, interpretate si Executate in conformitate cu legea romana.

NOTIFICARI

Notificarile date in baza prezentului Contract se vor face in scris, prin posta, curier sau email.

Notificarile date prin posta/curier se vor trimite cu recomandare si confirmare de primire si se vor considera primite la data confirmarii de primire.

Adresa postala a KALIMERA este: Blv. Iuliu Maniu nr.7, Cotroceni Business Center, Corp A, etaj 2, sector 6, Bucuresti

Notificarile transmise prin email se vor considera trimise in ziua lucratoare imediat urmatoare celei in care s-a transmis emailul.

Adresa de email a KALIMERA este: office@kalimera.ro.

DIVERSE

In caz de dezacord intre Contract si aceste Conditii generale, in absenta unei mentiuni exprese, vor prevala prevederile acestor Conditii generale.

In caz de dezacord intre aceste Conditii generale si o Oferta, in absenta unei mentiuni exprese, vor prevala prevederile Ofertei.

EXEMPLU DE OFERTA DE SERVICII



OFERTA
OF/2023/33

Director de proiect
Echipa Kalimera
projects@kalimera.ro

În atenția
Radu Alexandru

Rezumat
Oferta catan

Data estimata a finalizarii
11.Dec.2023 17:00

Instructiuni client
3 exemplare

Total	810,00 RON
Valoare TVA	153,9 RON
Total brut	963,9 RON

Pentru detalii consultati urmatoarele pagini

Prezenta Oferta se supune [Conditilor generale de prestare a serviciilor](#) .
Demararea proiectului se va face dupa efectuarea platii si transmiterea confirmarii catre Directorul de proiect sau catre projects@kalimera.ro

DETALII DE PLATA

TRANSFER BANCAR

IBAN: RO53 INGB 5506999900548090
KALIMERA BUSINESS SRL
ING Bank N.V. Amsterdam, Suc.Bucuresti

PLATA CU CARDUL

dati click pe [PLATESTE](#)
sau accesati <https://kalimera.ro/plata/>

Va rugam mentionati numarul ofertei OF/2023/33
atunci cand efectuati plata in avans



GENERAL CONDITIONS FOR THE PROVISION OF SERVICES

These Conditions regulate the general framework for the development of the contractual relations between KALIMERA and its CLIENTS and are an integral part of any service contract concluded between KALIMERA and its CLIENTS. KALIMERA reserves the right to unilaterally modify these Conditions at any time it deems it appropriate.

DEFINITIONS:

The following terms will be interpreted as follows:

Source language	Language from which the translation is made
Target language	Language in which the translation is made
Source material	It represents the totality of the inscriptions or texts on any kind of support in respect of which KALIMERA offers its services.
Word	Basic unit of vocabulary, which is the association of a meaning (or a complex of meanings) and a sound complex.
Translation	The process of rendering a written text from the source language into the target language performed by a translator
Interpreting	The process of rendering orally a text or speech from the source language into the target language, performed by an interpreter in a location designated by the Client or through tele/video conferencing systems
Translator	Person authorized or qualified to provide translation services
Interpreter	Person authorized or qualified to provide interpretation services
Notarization	Authentication of the signature of the authorized translator by a Notary Public
Apostille	Form of legalization performed at the Tribunal or prefecture for original documents or their legalized translation
Delivery conditions	The speed of delivering translation services; the normal delivery applies to translations that do not exceed a workload of 2500 words / 24H; urgent delivery applies to translations that exceed a workload of 2500 words / 24 H and translations initiated and delivered on the same day regardless of the number of words
Date of delivery	The calendar date established by mutual agreement with the Client for the delivery of the translation
KALIMERA	SC Kalimera Business SRL, with the registered office in Bucharest, Bld.Iuliu Maniu 7, Cotroceni Business Center, Corp A, et.2 sector 6, registered at Reg.Com under no. J40/16606/2005, CUI: RO18005949
Client	Any natural or legal person who requests and/or benefits from services provided by KALIMERA.
Day	A working day, according to the legal provisions. For clarity, a working day is any day from Monday to Friday, except for public holidays, between 09:00-17:00
Service Quote (Project confirmation)	Represents the document detailing the services that the Client requests from KALIMERA and the conditions of their provision (delivery term, price, payment conditions)
Price list	The list detailing all the services provided by KALIMERA as well as their prices, displayed in a visible place and presented to the Client when making an order.
Services	Linguistic and related services provided by KALIMERA, detailed in the price list.

SERVICE QUOTE (PROJECT CONFIRMATION)

The standard form of the Service Quote (Project Confirmation) is found at the end of these General Conditions and is an integral part of these General Conditions. Any order sent / accepted by the Client will be subject to the provisions of the General Conditions. An order will be considered to be accepted by signing / stamping the Project Confirmation or by explicitly approving it in written form (e.g.: acceptance given through the electronic post - email).

PRICES AND PAYMENT

The Client owes KALIMERA for the services provided a price that will be highlighted and paid according to the calculations made by KALIMERA in accordance with the Price List and the Order received from the Client.

In the case of services where the price per word is applied, the amount due will be calculated by multiplying the total number of words by the unit price per word.

The prices of the services are those mentioned the Price List valid at the time of communication of the Order by the Client. The Price List can be modified periodically by KALIMERA whenever it deems it appropriate. The price change is not applicable to the works for which the Order was communicated before the announcement of the change.

KALIMERA may apply discounts for its services, which will be expressly mentioned in the Project Confirmation sent to the Client for acceptance/approval.

Similarly, in the case of services that require urgent delivery, KALIMERA may apply a surcharge to the standard rates from the Price List, which will be expressly mentioned in the Project Confirmation sent to the Client for acceptance / approval.

OBLIGATIONS OF KALIMERA

KALIMERA assumes the following obligations:

- To dedicate their knowledge, skills and specialized experience in favor of the Client, making all efforts of synthesis and creation in order to fulfill the ordered services accepted by KALIMERA;
- To comply with the norms of professional ethics (deontology), as well as the rules of moral integrity and loyalty to the Client;
- To fulfill within the agreed (estimated) execution term, promptly and diligently, the services ordered by the Client and accepted by KALIMERA;
- To notify the Client of the inappropriate quality of the Source Material that may determine the total or partial impossibility of KALIMERA to provide the services mentioned in the Order
- To return, at the Client's request, any documentation received from him.

OBLIGATIONS OF THE CLIENT

The CLIENT assumes the following obligations:

- To pay KALIMERA the agreed price for the services provided according to the Order.
- To provide KALIMERA with all the necessary conditions for the provision of services. In this respect, the Client undertakes to make available to KALIMERA in due time, all the real, accurate and as enlightening information as possible regarding the ordered services.
- To remedy the improper quality of the Source Material in respect of which it has been notified by KALIMERA.
- To maintain confidentiality over the conditions of the collaboration with KALIMERA, under the law, and to refrain from copying or using the texts of the contractual documentation for similar services of the Client and / or its affiliates or other persons with whom it is connected.
- To be liable for any damage caused to KALIMERA.

PRIVACY

All documents sent for evaluation and/or translation to KALIMERA are considered to be strictly confidential. KALIMERA will not disclose any of the information included in the documents sent for translation to any third party (including employees and collaborators of KALIMERA unless this is necessary for the performance of the evaluation / translation), unless the client's prior written approval has been obtained or if it is expressly required by law. Moreover, KALIMERA will not use for personal interest the information contained in the documents sent for translation.

At the express request, in the written form of the CLIENT, KALIMERA agrees to destroy or return, without keeping any copy thereof, all the copies of the documents received from it, as well as their translations, both on material and in electronic format. The CLIENT is aware of kalimera's impossibility to offer the services of "subsequent release of additional copies" for the translations that will be destroyed.

COPYRIGHT

KALIMERA is the owner of the copyrights over the translation / interpretation or related services requested / ordered by the CLIENT.

At the time of full payment of the services provided by KALIMERA, the CLIENT will have the right to reproduce the translation / interpretation work for personal use, for its affiliates as well as in the commercial relations with its business partners, provided that the reproduction does not contravene the normal use of the work and does not prejudice KALIMERA. Any other use will be possible only with its prior written consent of KALIMERA.

LIABILITY

KALIMERA is responsible for the services provided, to the extent that the Client has provided all the conditions for the provision of services and / or has provided all the necessary documentation.

KALIMERA's liability under the order will not exceed the price of the services that would have been due or is due for the respective services.

The CLIENT understands and agrees that the translations represent an act of creation, and sometimes due to the nature or difficulty of the text, the date or time of the agreed handover may be delayed. Also, in the case of notarization and apostille services, the CLIENT understands and agrees that their provision does not depend exclusively on KALIMERA, but the institutions authorized in this respect (Notary Public, Tribunal, Prefecture) and thus the date or time of the delivery may be delayed for reasons independent of KALIMERA.

Any service provided by KALIMERA can be claimed as inadequate within 48 hours of its provision. After the expiration of this term, the service is considered to be appropriate and accepted by the CLIENT and any subsequent complaint will not be taken into account.

FORCE MAJEURE

Force majeure exonerates the Party invoking it from liability. By force majeure we understand all situations due to extraordinary events, unforeseen and independent of the will of the Parties.

The party invoking force majeure must notify the other Party of the occurrence of the event within a maximum of 3 days from its occurrence, following that within 5 days to present the certification of the force majeure event by the competent specialized authorities.

Failure to fulfill the notification obligation within the agreed term obliges the Party invoking force majeure to pay the damages caused by the non-fulfillment of the assumed obligations.

APPLICABLE LAW

This Agreement as well as the rights and obligations of the Contracting Parties shall be governed, interpreted and performed in accordance with the Romanian law.

NOTIFICATIONS

Notifications given under this Agreement will be made in writing, by post, courier or email.

Notifications given by post / courier will be considered received on the date of acknowledgment of receipt. The postal address of KALIMERA is: Bld. Iuliu Maniu no.7, Cotroceni Business Center, Building A, 2nd floor, sector 6, Bucharest.

Notifications sent by email will be considered sent on the working day immediately following the one on which the email was sent. Kalimera's email address is: office@kalimera.ro.

MISCELANEOUS

In case of disagreement between the Contract and these General Conditions, in the absence of an express mention, the provisions of these General Conditions shall prevail.

In case of disagreement between these General Conditions and a Project Confirmation, in the absence of an express mention, the provisions of the Project Confirmation shall prevail

EXAMPLE OF A SERVICE QUOTE



OFERTA
OF/2023/33

Director de proiect
Echipe
proje

În atenția
Radu Alexandru

Rezumat
Oferta catan

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