

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### I. Introduction

Verba doo provides its clients with the language services including the but not limited to the translation of texts from and into the foreign languages, certified translations by court translators, simultaneous and consecutive interpreting, and other related services such as editing, proofreading and localization.

The General Terms and Conditions of Business apply to all services provided by Verba doo (hereinafter referred to as "the Contractor"), that is, to all legal relations between the Contractor and the Client, to all terms and conditions of business referred to, offered or proposed by the Client, except in the case when the Contractor gives explicit consent in writing to the application of different terms and conditions of business.

By ordering services, the Client accepts all provisions of these General Terms and Conditions of Business, and they are valid throughout the entire business cooperation.

### II. Obligations of the Contractor

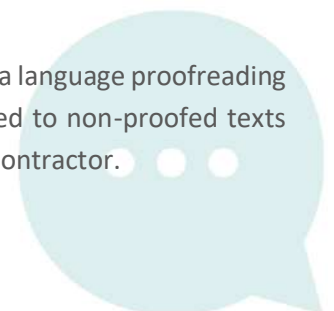
2.1. The Contractor is obliged to provide its language services in the most professional way possible and, in the event of the need for the participation of a larger number of translators, hire professional translators who, in accordance with their education and experience in the specific fields of translation, are best qualified for a concrete job.

2.2. The Contractor undertakes to perform all ordered tasks responsibly, with quality, and in accordance with their best capabilities, knowledge, and abilities. In case of impossibility to meet the deadlines, the Contractor is obliged to inform the Client in advance.

2.3. When it comes to documents certified by a court translator, translations are delivered to the Client in two copies, personally, by courier or by mail. Translations that do not require the seal of a court translator will be delivered by the Contractor only via electronic mail.

2.4. The Contractor undertakes to keep the Client's trade and business secrets in the delivered documents, in oral and written translations, and under no circumstances has the right to make them available to third (unrelated) parties.

2.5. For all translations that will be published in the media, the Contractor recommends a language proofreading by the native speaker. The Contractor cannot take responsibility for objections related to non-proofed texts published in the media. Language proofreading can be additionally ordered from the Contractor.



2.6. In the event that the Client does not expressly prohibit, the Contractor has the right to mention the name of the Client in its references, i.e. the list of clients, and use the same on its website and for advertising purposes.

### III. Obligations of the Client

3.1. The Client represents any individual or legal entity that has ordered translation services or other services offered by the Contractor. In the event that a person acts in the name and on behalf of a third party, that person is obliged to provide the Contractor, if there is such a need, with the name, surname, address and possible written consent of the third party in whose name and behalf the services are provided.

3.2. The Client undertakes to provide the Contractor with the original documents (in hard copy or via electronic media) in a timely manner, and for the purpose of confirming the credibility, accuracy and authenticity of the original document and for the analysis and interpretation of specifics, such as the official seal, watermark, company logo or signature in the original documents.

3.3. The Client undertakes to provide the Contractor with documentation for translation in *Word, Excel, Power Point* format, if it is available in these formats, and especially in cases where the urgency of the translation is required and short deadlines are set for the provision of the translation service, or when the subject of the translation is documentation that is abundant in figures or tabular presentations.

3.4. The Client undertakes that, if requested by the Contractor, they will designate a contact person to whom the Contractor can turn to in case of a dilemma regarding terminology, i.e. that, in accordance with the possibilities, they will make available to the Contractor auxiliary literature in the language into which the text is being translated. Otherwise, the Contractor will use the literature available to them.

3.5. For the purposes of consecutive or simultaneous translation, the Client undertakes to inform the Client about the topic that will be the subject of translation and to make available the necessary materials and texts, and for simultaneous translation to make available a draft of the text to be translated, no later than 5 (five) days before the date agreed for the translation.

### IV. Service prices, calculation and conclusion of contracts

4.1. The final price of the written translation includes: finding and choosing the appropriate terminology, consulting with the Client about specific matters related to the translation and the terminology used during the translation, writing the text in the agreed form or inserting the text into already existing files, as well as its final checking.

4.2. Any additional services such as: text editing, proofreading, graphic design, text formatting, press preparations and similar are charged separately according to the Contractor's estimation.



4.3. The standard calculation unit of a written translation is 1 page of translation containing 1,800 computer-calculated characters with spaces, and the standard calculation unit for an oral translation is 1 hour.

4.4. The price of translation can be determined in advance or after the translation is done, i.e. calculation can be done in the original version of the text or in the translated version.

4.5. Service prices are calculated according to the Contractor's valid Price List, on the day of signing the contract or reaching a written agreement. Unless otherwise specifically stated, the prices do not include proofreading service.

4.6. The estimate of costs concerning the final price given by the Contractor is not binding on the Contractor. The Contractor reserves the right to change the prices or terms of delivery, if they did not have an insight into the complete material to be translated before making the offer.

4.7. The Client accepts the offer from the Contractor exclusively in writing, primarily as an e-mail response, and giving and accepting the offer signifies the conclusion of an agreement between the two parties.

4.8. In the case of consecutive, simultaneous translation and certification of documents by a court interpreter, the time spent with the Client is counted from the moment the translator arrives at the agreed place until the end of the translation (conference), regardless of how much time the translator effectively translated. For one day of consecutive, conference translation or certification by a court interpreter outside the translator's place of residence, minimum 6 (six) hours are calculated. In addition, the Client must cover the travel expenses, that is, the costs of accommodation and food.

## **V. Payment**

5.1. The Client is obliged to pay the agreed amount for the services provided within the agreed period. Payment is made to the Contractor's transaction account or in cash. The means of payment is EUR, unless otherwise agreed.

5.2. The Client may use the translated text after paying the invoice issued by the Contractor in full. As long as the invoice is not settled in full, ownership and all copyrights for the translated text are held by the Contractor.

5.3. Legal entities are issued an invoice upon completion of the service when it comes to less voluminous documentation. For documentation that has 20+ pages, and the delivery deadline is up to 7 days, the Contractor can issue a pro-forma invoice. In the case of large orders (larger project documentation), payment terms are separately negotiated.

5.4. New clients (legal entities) pay for the translation based on the pro-forma invoice.

5.5. Natural persons (citizens) pay an advance payment of at least 50% of the total price of the translation for 5+ pages. Natural persons pay the Contractor's services in cash when collecting documents.



5.6. In case of doubt about the Client's ability to pay, large-scale orders, orders from foreign Client, and in other cases when the Contractor deems it necessary, the Contractor has the right to demand a deposit or advance payment from the Client before executing the order.

5.7. An additional discount may be granted for a larger volume of translation materials and to regular clients, based on the valid Price List of the Contractor (application of percentage discounts).

5.8. Permanent and stable business partners and clients can be granted a permanent discount in accordance with an individual service contract.

5.9. In the event that the Client does not settle their debt even after a warning is sent, the Contractor can take all legal measures for the purpose of settling the debt (enforcement procedure for the settlement of claims, court proceedings, informing the media, hiring a third party, etc.).

## **VI. Order cancellation**

6.1 The Client has the right to cancel the order. The cancellation must be sent in writing, i.e. by e-mail at the latest within 1 (one) hour of the official order, and in that case the Client is not obliged to pay any damages or other costs that the Contractor may have incurred.

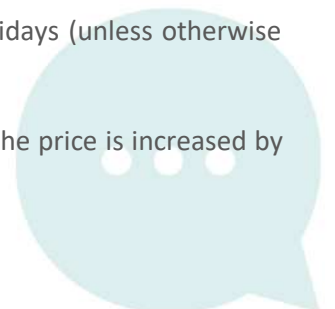
6.2. After the expiration of that period, the order cannot be canceled, i.e. in the case of cancellation of the order, the Client is obliged to settle any damage that may have occurred, which includes the material translated until then and any additional costs incurred as a result of the organization of the translation and the hiring of translators for the translation that was ultimately canceled. In any case, by their prompt reaction and by notifying the Contractor of the cancellation of the order without delay, as soon as they learn about it, the Client contributes to the reduction of the amount for the payment of any resulting damage.

## **VII. Delivery time**

7.1. Translations are always delivered within the agreed time. If the deadline is exceeded for some reason – extremely voluminous material, the material contains special difficulties or the target language is not one of the main ones or there is another valid reason for extending the deadline – the Contractor reserves the right to request an extension of the deadline in writing.

7.2. If the material for translation is submitted in the second half of the day, that day is not counted in the norm. The Contractor does not deliver translations on Saturdays, Sundays and national holidays (unless otherwise agreed).

7.3. For urgent translations (delivery on the same day, i.e. 4-8 hours after the order), the price is increased by up to 30%.



## VIII. Confidentiality of information

8.1. The Contractor is obliged to consider all the information in the documentation for translation, as well as the information that is not in the said documentation but is related to it, and which the Contractor found out during the provision of translation services, as strictly confidential and to keep it strictly confidential. The Contractor can make the mentioned confidential information available only to the translators who will participate in the translation of the documentation, in agreement with the Client, who is obliged to clearly state the degree of confidentiality of the same information.

8.2. In general, all texts will be treated as strictly confidential and will not be available to any third party unless the Contractor is explicitly instructed otherwise, excluding texts that are printed in a publication in general circulation. Information that is generally known in the public or in the economy is not considered confidential.

## IX. Complaints

9.1. In the case of a complaint about the translation, which is solely the result of the work of the translators hired by the Contractor, and which is in no way related to ambiguities, irregularities or errors in the material for translation as it was delivered to the Contractor, the Contractor is obliged and willing to respond to the complaint and correct the irregularities in the translation without additional compensation, whereas the Client is obliged to file the mentioned complaint to the responsible person of the Contractor within 8 days from the day of receipt of the translation.

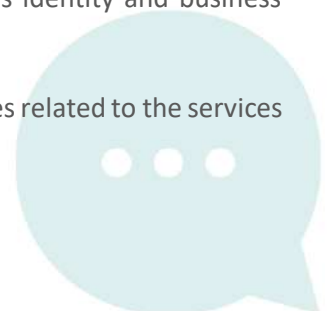
9.2. If the Client does not file a complaint within the above-mentioned deadline, it will be considered that the Client agrees with the service provided, and any later complaint will be treated as a new job and, accordingly, will be charged according to the defined Price List.

9.3. The Contractor is not responsible for errors that are a direct consequence of errors in the original text submitted for translation.

## X. Processing and storing of personal data and disclaimer

10.1. The Contractor has the right to request, store and process the Client's general data and their other personal data, which the Client submits to the Contractor within the contractual relationship and which are submitted to the Contractor by third parties as part of the verification of the client's identity and business capacity.

10.2. The obtained and processed data of the Client are used for the provision of services related to the services of the Contractor and are not provided to third parties for other purposes.



10.3. The Contractor is not responsible for damages caused by computer viruses. All computers of the Contractor are regularly checked.

10.4. If the files are delivered by e-mail, modem or in some other electronic form, the Client will be responsible for the final verification of the delivered files and texts. In case of delivery of texts and data to the Contractor by the Client electronically, and through certain indirect representatives, the Contractor is not able to guarantee complete protection of business and trade secrets and all other confidential data and information, since it is not possible to exclude the possibility that unauthorized third parties have electronic access to the text being transmitted.

10.5. If a third party sues the Contractor for copyright infringement or for some other reason, the Contractor will request a complete release from liability from the Client.

10.6. The Contractor will not be held responsible for the consequences of force majeure (Force Majeure), nor for the consequences of unavoidable natural disasters. The maximum monetary liability of the Contractor does not exceed the refund of the amount invoiced for the work that is the subject of the dispute. In no case will the Contractor bear responsibility for specific, individual or consequential damages.

## **XI. Other regulations**

11.1. In the case of an order placed via e-mail or telephone, it is considered that the Client has read these terms and conditions and agrees with them.

11.2. Regardless of the terms and conditions listed on the website, the Contractor reserves the right to change the terms and conditions listed on the website.

11.3. The Client undertakes not to establish contact with the translator or interpreter without the express consent of the Contractor. If the Client establishes contact with a translator or interpreter with the consent of the Contractor, the Client undertakes not to discuss matters concerning the terms of business between the Client and the Contractor and the aforementioned work.

