



GENERAL TERMS OF BUSINESS

Verba LLC Podgorica (hereinafter referred to as: the Contractor) provides a wide range of language services, including but not limited to the translation of texts to and from foreign languages, certified translations by sworn interpreters, simultaneous and consecutive interpreting, and ancillary services such as editing, proofreading, and localization.

These General Terms of Business govern all services provided by the Contractor. They apply to all legal relationships between the Contractor and the Client, including any terms of business referred to, offered or proposed by the Client, unless otherwise explicitly agreed upon in writing by the Contractor.

By commissioning services from the Contractor, the Client acknowledges and agrees to these General Terms of Business. These terms remain in effect for the entire duration of the business relationship between the Contractor and the Client.

OBLIGATIONS OF THE CONTRACTOR

The Contractor is committed to providing language services with the highest degree of professionalism. When a project requires the involvement of multiple translators, the Contractor will engage qualified professionals whose education and experience align with the specific requirements of the project.

The Contractor undertakes to complete all tasks with diligence, responsibility, and to the best of their knowledge and ability. Should the Contractor be unable to meet agreed deadlines, the Client will be promptly informed.

Translations certified by a sworn interpreter will be delivered to the Client in two copies, either in person, via courier, or by mail. Translations that do not require certification will be delivered exclusively via electronic mail.

The Contractor undertakes to maintain the confidentiality of the Client's trade and business information contained in the delivered documents. Such information shall not be disclosed to third parties without the prior consent of the Client, unless required by law.

Unless explicitly prohibited by the Client, the Contractor reserves the right to include the Client's name in its references, client lists, website, or promotional materials.

OBLIGATIONS OF THE CLIENT

The Client is any individual or legal entity that orders translation services or other services offered by the Contractor. If a person is acting on behalf of a third party, that person shall provide the Contractor, if necessary, with the name, surname, address and possible written consent from the third party on whose behalf the services are ordered.

The Client undertakes to provide the Contractor with original documents, which is necessary for the analysis and interpretation of specific details such as official seal, watermark, company logo, or signature in the original documents.

Whenever possible, the Client shall supply documents for translation in editable formats such as Word, Excel, or PowerPoint, particularly when the translation is urgent or subject to short deadlines or the materials include significant numerical data or tabular presentations.

If requested, the Client will designate a contact person to whom the Contractor can turn for clarification regarding terminology. Additionally, the Client will, where feasible, provide the Contractor with relevant auxiliary literature in the target language. In the absence of such materials, the Contractor will rely on resources available to them.

For consecutive or simultaneous interpreting, the Client agrees to provide the Contractor with information about the subject matter of the interpretation and to supply all necessary materials and reference texts. For simultaneous interpreting, a draft of the text to be interpreted must be provided no later than five (5) days before the agreed date of service.

FEE AND CONTRACT

The final price for written translation includes researching and selecting appropriate terminology, consulting with the Client on specific translation-related matters including terminology, preparing the text in the agreed format or incorporating the translation into the existing files, and final review and quality checks of the translation.

Additional services, such as text editing, proofreading, graphic design, text formatting, press preparation, or similar tasks, are charged separately based on the Contractor's assessment.

The standard calculation unit of written translation is one translation page, defined as 1,800 computer-calculated characters with spacing, and the standard calculation unit for interpreting is one hour.

The price for translation services can be determined either in advance or after the translation is completed. The calculation may be based on the source text or the translated text, as agreed.

Service fees are calculated in accordance with the Contractor's valid Price List on the day the contract is signed, or a written agreement is reached. Unless explicitly agreed otherwise, prices do not include proofreading.

Any cost estimate provided by the Contractor is non-binding. The Contractor reserves the right to revise the price or delivery terms if the full material to be translated was not made available at the time of the initial offer.

The Client formally accepts the Contractor's offer exclusively in writing, typically via e-mail. Acceptance of the offer signifies the conclusion of a binding agreement between the parties.

In the case of consecutive and simultaneous interpreting, the time spent with the Client is counted from the moment the interpreter arrives at the agreed place until the end of interpreting, regardless of how much time the interpreter effectively interpreted. For one day of consecutive or simultaneous interpreting outside the interpreter's place of residence, minimum 6 (six) hours are calculated.

The Client is responsible for covering additional costs, including travel expenses, accommodation, and meals for the interpreter.

PAYMENT

The Client is required to pay the agreed fee for the services provided within the specified time frame. Payments can be made via the Contractor's transaction account or in cash, with the default currency being EUR, unless otherwise agreed.

The Client may use the translated text only after settling the invoice issued by the Contractor in full. Until full payment is received, ownership and all copyrights for the translated text remain with the Contractor.

Invoices for legal entities are issued upon completion of the service for smaller-scale documentation. For documents exceeding 20 pages with a delivery deadline of up to 7 days, the Contractor may issue a pro-forma invoice. In the case of large projects, payment terms are negotiated separately. New clients are required to pay based on a pro-forma invoice.

For private individual clients, an advance payment of at least 50% of the total fee is required for translations of 5 pages or more. Payment for services by private individuals is made upon collection of the documents.

The Contractor reserves the right to request an advance payment or deposit in cases where there are doubts about the Client's ability to pay, for large-scale orders, for orders placed by foreign Clients, or in any other situation where the Contractor deems an advance necessary.

Discounts may be granted for larger volumes of translation work or to regular clients, in accordance with the Contractor's valid Price List. Permanent discounts may also be extended to stable business partners and long-term clients, based on individual service agreements.

If the Client fails to settle their debt despite receiving a warning, the Contractor reserves the right to take appropriate legal measures to recover the outstanding amount. These measures may include enforcement procedures for claim recovery, court proceedings, informing relevant media outlets, or engaging third-party agencies for debt collection.

ORDER CANCELLATION

The Client has the right to cancel an order. To do so, the cancellation must be communicated in writing, via email, within one (1) hour of placing the order. In such cases, the Client will not be charged for any damages or costs incurred by the Contractor.

If the order is canceled after this time, the Client may be asked to cover any costs incurred up to that point, including work completed and any additional expenses related to organizing the translation or hiring translators.

To minimize any potential charges, the Client is encouraged to notify the Contractor of a cancellation as soon as possible, so that the Contractor can take steps to reduce any resulting costs.

DELIVERY

Translations are always delivered within the agreed timeframe. However, in cases where the material is particularly voluminous, contains complex content, the target language is less common, or there are other valid reasons for an extension, the Contractor reserves the right to request an extension of the deadline in writing.



If the material for translation is submitted in the afternoon, that day will not be counted towards the agreed timeline. Please note that translations are not delivered on Saturdays, Sundays, or national holidays, unless otherwise agreed upon in advance.

For urgent translations requiring delivery within the same day (i.e., 4-8 hours after the order), an additional fee of up to 30% may apply, depending on the specifics of the request.

CONFIDENTIALITY OF DATA

The Contractor is committed to treating all information contained in the documentation for translation, as well as any related information discovered during the provision of translation services, as strictly confidential. This information will only be shared with the translators involved in the project, and only with the Client's prior consent. The Client is responsible for clearly indicating the level of confidentiality required for each piece of information.

As a general rule, all texts will be regarded as strictly confidential and will not be shared with any third party, unless explicitly instructed otherwise by the Client. However, texts that are published in a publication with general circulation are excluded from this confidentiality. Additionally, information that is already publicly known or widely available in the public domain or industry is not considered confidential.

COMPLAINTS

In the event of a complaint regarding the translation, which is solely due to the work of the translators hired by the Contractor, and which is not related to ambiguities, errors, or irregularities in the original material provided to the Contractor, the Contractor is obligated to address the complaint and correct any issues in the translation at no additional cost. The Client must submit the complaint to the designated representative of the Contractor within 8 days from the receipt of the translation.

If the Client fails to submit the complaint within the specified timeframe, it will be deemed that the Client has accepted the service as provided. Any subsequent complaint will be treated as a new job and will be charged according to the applicable Price List.

The Contractor is not responsible for any errors that arise directly from issues in the original text provided for translation.

DATA HANDLING AND LIABILITY

The Contractor has the right to collect, store, and process the Client's general data, as well as other personal data provided by the Client during the course of the contractual relationship, and any data submitted by third parties for the purpose of verifying the Client's identity and business capacity.

The data collected and processed by the Contractor is used solely for the purpose of providing the Contractor's services and will not be shared with third parties for any other purposes.

The Contractor is not liable for any damages caused by computer viruses, though all Contractor's computers are regularly checked for security.

If the Client delivers files via email, modem, or other electronic means, the Client is responsible for the final verification of the accuracy of the files and texts delivered. When files are transmitted electronically by the Client, either directly or through third-party intermediaries, the Contractor cannot guarantee



complete protection of business, trade secrets, or any other confidential data, as it is not possible to fully eliminate the risk of unauthorized third-party access to the transmitted data.

In the event that a third party files a claim against the Contractor for copyright infringement or any other reason, the Contractor will seek a complete release of liability from the Client.

The Contractor will not be held responsible for any consequences arising from force majeure or unavoidable natural disasters. The Contractor's maximum liability is limited to a refund of the amount invoiced for the work that is the subject of the dispute. Under no circumstances will the Contractor be responsible for any specific, indirect, or consequential damages.

OTHER PROVISIONS

When an order is placed via email or telephone, it is understood that the Client has read and agrees to these terms.

The Contractor reserves the right to amend the terms of business outlined on the website at any time, regardless of the current terms displayed.

The Client agrees not to contact the translator or interpreter directly without the prior written consent of the Contractor. If the Client is granted permission to contact a translator or interpreter, the Client agrees not to discuss any matters related to the terms of business between the Client and the Contractor or any aspects of the work with the translator or interpreter.