

## **I. Introduction**

VERSUS DESIGN CONSULTING DOO and VERSUS PREVODI provide their clients with the services of translating texts from and into specified languages, interpretation, certified translations by sworn court interpreters, simultaneous and consecutive interpretation, renting out conference equipment, writing web texts, content marketing, and other related services.

The General Terms and Conditions shall apply to all services provided by the companies VERSUS DESIGN CONSULTING DOO and VERSUS PREVODI (hereinafter referred to as the "Service Provider"), i.e., to all legal relationships between the Service Provider and the Client, to all business conditions referred to, offered or proposed by the Client, except in the case when the Service Provider grants explicit written consent to the application of different business terms and conditions.

By ordering a service, the Client accepts all provisions of these General Terms and Conditions, which shall remain valid during the entire business cooperation.

## **II. Obligations of the Service Provider**

2.1. The Service Provider undertakes to provide translation services in the most professional way possible and, if participation of a larger number of translators is necessary, hire professional translators who are best qualified for the job, according to their education and experience in specific translation fields.

2.2. The Service Provider undertakes to perform all required tasks responsibly, in a quality manner, and according to their best capabilities, knowledge, and abilities. In case of inability to meet the deadlines, the Service Provider undertakes to inform the Client thereof in advance.

2.3. As far as the documents certified by a court interpreter are concerned, translations shall be delivered to the Client in two copies, personally, by courier, or by mail. Translations that do not need to be certified by a court interpreter shall be delivered by the Service Provider exclusively via email.

2.4. The Service Provider undertakes to strictly keep the official and trade secrets of the Client in the submitted documents, interpretations, and written translations, and under no circumstances shall have the right to make them available to third (unrelated) parties.

2.5. For all translations that are printed or published in the media, the Service Provider recommends proofreading be conducted by a native speaker. The Service Provider shall not take responsibility for complaints regarding texts published in print or the media that have not been proofread. Proofreading can be additionally ordered from the Service Provider.

2.6. Unless the Client expressly prohibits it, the Service Provider, i.e., the company, shall have the right to mention the Client's name in their references, i.e., list of clients, and use them on their website and for advertising purposes.

### **III. Obligations of the Client**

- 3.1. The Client is any natural or legal person who has ordered translation or other services that the Service Provider offers. If a person acts in the name and on behalf of a third party, that person shall be obliged to provide the Service Provider, if required, with the name, surname, address and, if necessary, written consent of the third party in whose name and on whose behalf the translation services are performed.
- 3.2. The Client undertakes to provide the Service Provider with the original documents (physically or via electronic means) in a timely manner, for the purpose of confirming the credibility, accuracy, and truthfulness of the original document in relation to the translation, and for the analysis and interpretation of specific details, such as the official seal, watermark, company logo or signature in the original documents.
- 3.3. The Client undertakes to submit to the Service Provider the documents for translation in Word, Excel, or PowerPoint format, if they are available in such formats, especially in cases when urgency is required and short deadlines for the execution of the translation service are set, or when the subject of the translation is documentation abounding in numbers, tables, etc.
- 3.4. If requested by the Service Provider, the Client undertakes to designate a contact person to whom the Service Provider can turn in case of any questions regarding terminology and to, according to their capabilities, make available to the Service Provider complementary literature in the language of translation. Otherwise, the Service Provider shall use the literature available to them.
- 3.5. For consecutive or simultaneous interpretation, the Client undertakes to inform the Service Provider about the topic that will be the subject of the discussion and to make available the necessary materials and texts. For simultaneous interpretation, they shall make available the draft of the text to be translated, no later than 5 (five) days before the day of translation.

### **IV. Service Prices, Calculation, and Entering into Agreements**

- 4.1. The final price of the written translation includes: finding and choosing appropriate terminology, consulting with the Client on specific issues related to translation and terminology used during translation, writing the text in the agreed form, or inserting the text into already existing files, as well as final checking and proofreading.
- 4.2. Any additional services such as text processing, native speaker proofreading, graphic design, text formatting, print preparations, etc., shall be charged separately based on the Service Provider's estimate.
- 4.3. The smallest calculation unit for a written text is 1 standard translation page or 235 words, and for interpretation, the smallest calculation unit is 1 hour. One standard translation page of the translated text consists of 1800 computer-calculated characters with spaces. Translation pages shall be rounded to 0.5.
- 4.3. The price of the translation can be determined in advance or after the translation has been finished, i.e., the calculation can be performed using the original text or the translated version.
- 4.4. Service prices shall be calculated according to the Service Provider's valid Price List, on the day of signing the contract or reaching a written agreement. Unless otherwise specifically stated, proofreading by a native speaker shall not be included in the price.

4.5. The estimate of costs in relation to the final price given by the Service Provider shall not be binding on the Service Provider. The Service Provider shall reserve the right to change the prices or terms of delivery if they have not been allowed to inspect the entire material for translation before making the offer.

4.6. The Client shall accept the offer from the Service Provider exclusively in writing, primarily by means of email response, and providing the offer and its acceptance shall mean reaching an agreement between the two parties.

4.7. In the case of consecutive interpretation, simultaneous interpretation, 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 spent translating. For one day of consecutive interpretation, conference interpretation, or certification by a court interpreter outside the interpreter's residence, at least 6 (six) hours shall be charged. In addition, the Client must cover the travel expenses, i.e., the accommodation and food expenses.

## **V. Payment**

5.1. The Client shall be obliged to pay the agreed amount for the services performed within the agreed period. Payments shall be made exclusively to the bank account of the Service Provider. The payment currency is RSD and, for orders from abroad, EUR or USD.

5.2. The Client may use the translated text after paying the full amount of the invoice issued by the Service Provider. As long as the invoice is not settled in full, ownership, as well as all copyrights for the translated text, shall be held by the Service Provider.

5.3. For small-scale documentation, legal entities shall be issued an invoice upon completion of the service. For documents consisting of 20+ pages, where the delivery deadline is up to 7 days, the Service Provider may issue a pro forma invoice. In the case of large orders (substantial project documentation), payment dynamics shall be negotiated separately.

5.4. New clients (legal entities) shall pay for the translation in advance.

5.5. Natural persons (individuals) shall pay an advance payment of at least 50% of the total price for the translation of 5+ pages. Natural persons shall pay the services rendered by the Service Provider in cash or by card when collecting documents.

5.6. In case of doubt about the Client's ability to pay, large-scale orders, orders from private or foreign Clients, and, in other cases when the Service Provider deems it necessary, the Service Provider shall have 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 large-scale translation projects and regular clients, according to the valid Price List of the Service Provider (percentage discounts).

5.8. Long-term and stable business partners and clients may be granted a permanent discount in accordance with a special service contract.

5.9. If the Client does not settle their debt even after a warning has been sent, the Service Provider may use all legal measures to settle the debt (enforcement procedure for settlement of claims, court proceedings, informing the media, engaging a third party...).

## **VI. Order Cancellation**

6.1 The Client shall have the right to cancel the order. The order cancellation must be sent in writing, i.e., by email no later than within 1 (one) hour of placing the official order, and in that case, the Client shall not be obliged to pay any damages or other costs that the Service Provider may have incurred.

6.2 After the expiration of the above period, the order cannot be canceled, i.e., in the case of cancellation of the order, the Client shall be obliged to pay for the resulting damage, which includes the material translated until that moment, as well as additional costs incurred due to the organization of projects and hiring of translators for the translation that was ultimately canceled. In any case, by their prompt reaction and by notifying the Service Provider of the order cancellation without delay, the Client aids in the reduction of the amount for payment of any resulting damage.

## **VII. Delivery Deadlines**

7.1 Translations shall always be delivered within the agreed period. If the deadline is exceeded for some reason (e.g., the material is extremely substantial, it contains some especially difficult parts, the target language is not one of the main ones, or there is another valid reason for extending the deadline), the Service Provider shall reserve the right to request an extension of the deadline in writing.

7.2 If the translation material is submitted in the second half of the day, that day is not counted towards the deadline. The Service Provider shall not deliver translations on weekends and national holidays (unless otherwise agreed).

7.3 For urgent translations (same-day delivery 4-8 hours upon receiving the order), the price shall be increased by up to 30%.

## **VIII. Confidentiality**

8.1 The Service Provider shall consider confidential and keep strictly confidential all information contained in the translation documents, as well as information that is not contained in the said documents but is related to it and which the Service Provider learned in the course of providing translation services. The Service Provider may make available the above confidential information only to the translators who will participate in the document translation, following the agreement with the Client, who shall be obliged to clearly state the degree of confidentiality of such information.

8.2 In general, all texts shall be treated as strictly confidential and shall not be made available to any third parties unless the Service Provider is explicitly instructed otherwise, except for texts that are publicly available. Information that is generally known to the public or in the economy shall not be considered confidential.

**IX. Complaints**

9.1. In the case of a complaint regarding translation, which is solely the result of the actions of the translators hired by the Service Provider and is in no way related to ambiguities, deficiencies, or errors in the original documents delivered to the Service Provider, the Service Provider shall be obliged and willing to respond to the complaint and rectify any deficiencies in the translation without additional charge, while the Client shall be obliged to report the complaint to the responsible person of the Service Provider within 8 days from the day of delivery of the translation.

9.2. If the Client does not report a complaint within the above deadline, it shall be considered that the Client has agreed with the service performed, and any subsequent complaints shall be treated as a new job and charged according to the defined Price List.

9.3. The Service Provider shall not be held responsible for errors that are a direct consequence of errors in the original text submitted for translation.

**X. Processing and Storage of Personal Data, and Release of Liability**

10.1. The Service Provider shall have the right to request, store and process the Client's general data and other personal data submitted by the Client under the scope of the contract or 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 shall be used for the performance of services by the Service Provider and shall not be delivered to third parties for any other purposes.

10.3. The Service Provider shall not be held responsible for any damages caused by computer viruses. All the Service Provider's computers are regularly checked.

10.4. If the files are delivered by email, modem, or in some other electronic form, the Client shall be responsible for the final checking of the delivered files and texts. In case of delivery of texts and data to the Service Provider by the Client electronically, and through certain indirect representatives, the Service Provider shall not be able to guarantee full protection of trade and industrial secrets and all other confidential data and information, since it is not feasible to exclude the possibility that unauthorized third parties have electronic access to the text being transmitted.

10.5. If a third party files a copyright infringement lawsuit or any other lawsuit against the Service Provider, the Service Provider shall request a full release from liability from the Client.

10.6. The Service Provider shall not be held responsible for the consequences of force majeure, nor the consequences of unavoidable natural disasters. The maximum monetary liability of the Service Provider shall not exceed the refund of the amount invoiced for the work in question. In no case shall the Service Provider be liable for specific, individual, or consequential damages.

**XI. Other Provisions**

12.1. If an order has been placed by email or phone, it shall be considered that the Client has read and agreed with these General Terms and Conditions.

12.2. Notwithstanding the terms and conditions stated on the website, the Service Provider shall reserve the right to change the terms and conditions stated on the website.

12.3. The Client undertakes not to contact any translators or interpreters without the explicit consent of the Service Provider. If the Client contacts a translator or interpreter with the consent of the Service Provider, the Client undertakes not to discuss matters concerning the terms and conditions of business between the Client and the Service Provider and the work in question.