

General terms and conditions

General provisions

These general terms and conditions apply to all services and legal affairs of the company Projectus grupa d.o.o. based in Zagreb, Srebrnjak 131a (hereinafter: Service Provider) and the client of the service (hereinafter: Client) regarding all areas of activity of the Service Provider as registered with the Commercial court in Zagreb.

The Client is any legal or natural person commissioning services from the Service Provider.

By commissioning services, the Client accepts these General Terms and Conditions. In case of subsequent written contract between the Client and the Service Provider, the provisions from that contract have precedence over these General Terms and Conditions.

The Service Provider is obliged to provide services in accordance with these General terms and conditions.

The Service Provider reserves the right to make alterations to the General Terms and Conditions at any time, and shall notify the Client if these alterations occur during their legal relationship.

The Service Provider is authorized to transfer the rights and obligations stated in these General Terms and Conditions partially or in its entirety to a third party. The Client is not authorized, unless given explicit written permission by the Service Provider, to transfer his/her rights and obligations to a third party.

Translation and proofreading services

- **Translation offers and contracts**

The Service Provider shall make an offer based on the analysis of the delivered text and present the Client with the offer by e-mail or other forms of written communication or in person.

The contract is concluded when the Service Provider receives the Client's confirmation of acceptance. The Client shall accept the offer in written form within the deadline specified in the offer by the Service Provider.

- **Service modification or cancellation**

The Service Provider retains the right to cancel any Contract signed between the Client and the Service Provider, as well as the Client's order without any explication, by sending a written notice to the Client.

If the Client makes or requests significant changes to the translation/editing in comparison with the initial order after signing the contract, the Service Provider has the right to make modifications to the price and/or delivery date or even refuse to carry out the order, with the right to charge the Client for the work completed up to that point.

If the Client cancels the order, he shall pay remuneration to the Service Provider for the part of the translation completed before the moment the Service Provider was informed about the cancellation, for which he will receive invoice.

If the Service Provider allocated time to complete the order that has been cancelled, he has the right to charge the Client up to 50% of the settled amount for the uncompleted part of the job.

- **Translation process**

The Client shall, at the demand of the Service Provider and in a timely manner, make available all relevant documents that would prove useful for written translation or interpretation and shall cooperate with the Service Provider in the course of the translation project. If the nature of the specific project requires it, the Service Provider can ask the Client to designate a contact person, who can respond to any questions relevant for the quality of the translation.

Unless agreed otherwise, the Service Provider has the right to hire a third person to complete a part or the whole of the order, which does not call into question the responsibilities of the Service Provider regarding the confidentiality of information and proper completion of the order.

- **Deadlines and delivery time**

The translated texts are delivered to the Client by e-mail or at the premises of the Service Provider, unless otherwise agreed upon. If the Client demands delivery by mail, registered mail, courier or at the premises of the Client, the Client will pay the expenses of such delivery.

The deadlines are agreed upon between the parties in the quote. The deadlines for the translation start on the first workday after the acceptance of the offer, unless otherwise agreed on by the Client and the Service Provider.

The Service Provider must respect the deadlines and finish the translation according to his/her best abilities. In case of delay, the Service Provider must inform the Client immediately. Neither the Service Provider, nor the Client is responsible for delays that occurred through no fault of their own, or by force majeure.

A translation is considered as delivered from the moment the Service Provider sends it by e-mail, registered mail or delivers it to the courier.

- **Prices and payment methods**

The price the Client pays the Service Provider for the translation services is determined in the quote or the offer, which is delivered to the Client by e-mail or other forms of written communication.

The prices are generally determined according to the valid price list of the Service Provider per word, unless agreed otherwise. In addition, the Service Provider retains the right to charge the Client for any additional costs that may occur during the completion of the order.

Unless agreed otherwise, the minimum billing unit for written translation is 250 words or 1 hour for interpreting.

The Client is obliged to cover the costs of printing or storing the translation if he/she asked for more than one copy of prints or storage media.

The price of an urgent translation is increased by 30 - 50 % in comparison with the basic price, and this increase is applied in case of translations with deadlines within 24 hours (regardless of the quantity of the text) from the usual

start of the deadline and in cases of translations where the quantity and deadline imply translating more than 1500 words per day, regardless if it is a workday or weekend.

The price of proofreading/editing is increased by 30 - 50 % if the deadline requires proofreading/editing more than 6000 words per day.

Possible discounts can be agreed only with the Service Provider and are applicable to the individual project, unless determined otherwise in a separate agreement between the Service Provider and the Client.

Deadlines start on the first workday after the confirmation of acceptance of the offer. The Service Provider is obliged to respect the agreed deadlines, and to immediately inform the Client in case they are unable to complete the translation by the agreed deadline.

Payment is due no later than 8 days after the date of invoice, unless agreed otherwise. The Service Provider reserves the right to demand payment in advance from the Client or at the moment of delivery. In case of overdue invoices, the Service Provider has the right to charge the legal interest on the unpaid balances and take all legal measures to collect his/her claims.

In case of larger volumes, the Service Provider has the right to demand an advance payment of a certain percentage of the estimated value of the translation as a confirmation of the order.

The Service Provider has the right to charge the Client for all expenses incurred during the completion of the translation, e.g. bank, postal, registered mail and shipment fees, travel and transport expenses etc.

- **Warranties and responsibilities**

The Service Provider is responsible only for loss or damage that is a direct and obvious consequence of his/her inappropriate behaviour. The Service Provider is under no circumstances responsible for any other form of loss or damage, such as indirect loss, consequential loss, operating loss, loss caused by delay or lost profit.

The Service Provider is not responsible for the content of the documents delivered by the Client or the consequences arising from the translated content. Any vagueness or ambiguity in the source text excludes the Service Provider from any liabilities.

The Service Provider guarantees to the Client that the services are provided in a conscientious and professional manner, within the agreed deadline.

The responsibility of the Service Provider does not in any case surpass the value of the invoice for the finished translation (VAT excluded).

- **Complaints**

If the Client considers that the delivered translation contains any deficiencies, he is required to return it to the Service Provider in written form with a detailed explanation as soon as possible, no later than 10 days after the delivery, under the condition that all his obligations towards the Service Provider have been fulfilled. If the Service Provider concludes that there is a deficiency or an oversight in the translation, these will be corrected as soon as possible at the expense of the Service Provider.

Training

The Service Provider offers training services (organization, preparation and implementation) based on the needs of the Client. The content of the training can be modified during the implementation of the program upon written request from the Client. The cost of the changes is covered by the Client.

A contract is concluded when the Service Provider receives the Client's statement confirming the offer. The Client shall accept the offer in written form, by e-mail or other forms of written communication within the deadline specified in the offer by the Service Provider.

- **Location and time of training**

The location and time of training depend on the agreement between the Client and the Service Provider. In case the training is held on the premises of the Client who is a natural person, the Client is obliged to ensure the space and equipment for the training at the designated time.

The Client is obliged to respect the scheduled time of the training. In case the training cannot take place, the Client is obliged to inform the Service Provider no later than one working day (24 hours) before the scheduled training (a working day refers to all days except Saturday, Sunday and public holidays). If the Client does not inform the Service Provider of the necessity to reschedule the training in due time, the Service Provider retains the right to charge the service as if it had been provided.

- **Payment**

The price of the training service in question depends on the agreement between the Client and the Service Provider. Payment for the services is due no later than 8 days after the date of invoice, unless otherwise stated in the Contract.

Concluding provisions

- **Confidentiality**

The Service Provider guarantees the confidentiality of all information, trade secrets, intellectual and industrial property and patents they were given access to during the provision of translation and training services, from the moment the offer is made.

Because no data transfer over the internet is completely safe, the Service Provider cannot guarantee absolute security of information.

- **Personal data protection**

The Client's personal data and other personal data that the Service Provider obtains from the Client in any form shall be used and processed solely for the purpose of providing translation/proofreading services, as well as training, communication with the Client and the fulfilment of legal obligations, unless the person to whom the personal data relate gave explicit consent to use his/her personal data for other purposes.

- **Copyright**

The Service Provider reserves the copyright for and the right to use the translation and documentation created in the process of completing the commissioned translation service up until the moment of the settlement of the entire debt by the Client.

The Service Provider is the exclusive copyright holder of the training programs and all materials created in the process of providing training services, unless otherwise stated in the contract.

- **Court jurisdiction**

The parties undertake to try to resolve all disputes amicably. Otherwise, the parties agree to submit to the jurisdiction of the competent court in Zagreb.

These General Terms and Conditions are applied from 15 May 2018.