

General Conditions

- A. These General Conditions are applicable to all offers and agreements in which Arthur's Legal B.V. ('Arthur's Legal'), a private company with limited liability under the laws of The Netherlands, having its registered offices in Amsterdam (Dutch Chamber of Commerce number: 34226401) provides services of any kind for a client of Arthur's Legal (hereinafter referred to as: 'Client'). Deviations from these General Conditions are only valid if Arthur's Legal and Client have explicitly agreed upon these deviations in writing.
- B. All assignments by the Client to Arthur's Legal – which includes additional and subsequent assignments – are accepted and carried out by Arthur's Legal only. This also applies if the instruction by the Client is explicitly or implicitly intended to secure the execution of the instruction by a particular person. The articles 7:404 and 7:407 section 2 of the Civil Code of the Netherlands will not be applicable.
- C. Any and all liability of Arthur's Legal is limited to the amount paid out, if any, under its professional liability insurance in the matter concerned, plus the amount of the own risk deductible that is not for the account of the insurer under the policy conditions in the matter concerned. Further information about the contents of the terms and conditions of the insurance policy will be provided upon request. In the event and to the extent that no amount is paid out under the professional liability insurance for whatever reason, any and all liability of Arthur's Legal shall be limited to the amount (excluding VAT) actually invoiced by Arthur's Legal to the Client in the matter concerned, up to a maximum of EUR 15.000.
- D. In engaging and instructing third parties, Arthur's Legal shall in any event reasonably exercise the necessary due care. Arthur's Legal is not liable for damage which is the consequence of failures of such third parties. The Client hereby authorises Arthur's Legal to accept any limitations of liability of third parties on the behalf of the Client.
- E. The performed services by Arthur's Legal under assignment of the Client shall be exclusively for the benefit of the Client. Third parties shall have no rights relating to the contents of these performed services. The Client indemnifies and holds Arthur's Legal harmless from and against any and all claims of third parties (including reasonable costs of legal assistance) relating to or arising in whatsoever manner from the activities carried out for the Client, unless they result from gross negligence or wilful misconduct by Arthur's Legal.
- F. All services and costs will be charged to the client periodically, with a payment term of fourteen (14) days to be calculated from the date of the invoice.
- G. The legal relationship between the Client and Arthur's Legal shall exclusively be governed by and construed in accordance with the laws of The Netherlands. The Complaints Procedure Attorneys of Arthur's Legal is applicable. Disputes arising from this legal relationship that have not been resolved through said Complaints Procedure shall be submitted for resolution exclusively to the competent court(s) of the Netherlands.