

General Conditions

- A. These General Conditions are applicable to all offers and agreements in which Arthur's Legal B.V. ('ARTHUR'), a private company with limited liability under the laws of The Netherlands, having its registered offices in Amsterdam (EUID business registry number NLNHR.34226401) provides services of any kind for a customer of ARTHUR ('Customer'). Deviations from these General Conditions are only valid if ARTHUR and Customer have explicitly agreed upon these deviations in writing.
- B. All assignments by the Customer to ARTHUR, which includes additional and subsequent assignments, are accepted and carried out by ARTHUR only. This also applies if the instruction by the Customer 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 is limited to the amount paid out, if any, under its applicable liability insurance 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 said liability insurance for whatever reason, any and all liability of ARTHUR shall be limited to the amount (excluding VAT) actually invoiced by ARTHUR to the Customer in the matter concerned up to a maximum of EUR 15.000.
- D. In engaging and instructing third parties, ARTHUR shall in any event exercise reasonable due care. ARTHUR is not liable for damage which is the consequence of failures of such third parties. The Customer hereby authorises ARTHUR to accept any limitations of liability of third parties on the behalf of the Customer.
- E. The performed services by ARTHUR under assignment of the Customer shall be exclusively for the benefit of the Customer. Third parties shall have no rights relating to the contents of these performed services. The Customer indemnifies and holds ARTHUR 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 Customer unless they result from gross negligence or wilful misconduct by ARTHUR.
- F. All services and costs will be charged to the customer periodically, with a payment term of fourteen (14) days from the date of the invoice.
- G. The legal relationship between the Customer and ARTHUR shall exclusively be governed by and construed in accordance with the laws of The Netherlands. Disputes arising from this legal relationship that have not been resolved in an amicable manner shall be submitted for resolution exclusively to the competent court(s) of the Netherlands, unless (i) ARTHUR as plaintiff or petitioning party elects for the competent court of the domicile or place of business of Customer or unless (ii) parties explicitly agree in writing on a binding ruling or arbitration in the relevant case.