

General Terms and Conditions Solitt Law BV, filed with the registrar of the District Court The Hague under number 31/2016

1. Solitt Law B.V. (hereinafter: Solitt) is a Dutch public limited company, practicing the profession of attorney-at-law (advocaat). These general terms and conditions are also stipulated to the benefit of the shareholder(s), director(s), former shareholder(s), former director(s) and all persons that are or were, in whichever form, employed by Solitt. These general terms and conditions shall also apply to those (legal) entities and third parties, that are, either directly or indirectly, involved in any way in the services provided by Solitt.
2. All assignments shall be considered to have been exclusively given to, accepted and performed by Solitt. Articles 7:404 and 7:407 par. 2 of the Dutch Civil Code ("Burgerlijk Wetboek") are excluded from the agreement between Solitt and the client.
3. The assignment is executed solely for the benefit of the client. Solitt will exercise the necessary care in the execution of the assignment, but cannot guarantee the intended result. Third parties cannot derive any rights from the work performed by Solitt and from the ensuing results.
4. Unless otherwise expressly agreed, the fees will be calculated by reference to the time spent by each of our fee earners on the matter, and their relevant hourly rates on the matter. Unless otherwise expressly agreed, Solitt may review the hourly rates during the course of the execution of the assignment. The client will be informed of the new hourly rate.
5. Invoices sent by Solitt are due within 30 days. If any invoice or advance payment is not paid within the payment term, Solitt has the right to suspend all services. The client will be notified of such suspension. Solitt shall not be liable for any damages as a consequence of this suspension of services.
6. Solitt may engage third parties for the purpose of the execution of the assignment, when reasonably possible in consultation with the client. Solitt shall not be liable for any faults or shortcomings on the part of such third parties. Solitt is authorized to accept a limitation of liability by a third party on behalf of the client.
7. Any liability on the part of Solitt shall be limited to the amount that is paid under the professional liability insurance concluded by Solitt, increased by the amount of the deductible such as is defined in the professional liability insurance policy terms. Information about these policy terms will be provided at the written request of the client.
8. If, for whatever reason, no insurance payment is made, any liability on the part of Solitt shall be limited to the amount of fee charged by Solitt in connection with the assignment concerned, subject to a maximum of EUR 50.000.
9. Any claims from clients and third parties shall be time-barred if these claims have not been made by written and reasoned notice presented to Solitt within one year commencing from the day when the client or the third party was aware, or could reasonably have been aware, of the facts on which his claim is based.
10. At the clients request, Solitt will deliver the case file Solitt has in its possession in relation to the assignment. Notwithstanding article 412 of Book 7 of the Dutch Civil Code, such a claim shall be time-barred if it was not made in writing within one year commencing from the day when Solitt's involvement with the matter has ended.
11. Solitt cannot guarantee the timely and correct receipt of communication sent by Solitt, regardless of the manner in which it was sent. Solitt shall not be liable for any damages as a consequence of viruses and/or other irregularities concerning electronic communication such as e-mail.
12. The client shall be obliged to indemnify Solitt from any claims by third parties. He shall compensate Solitt for any reasonable costs of defending such claims, unless such claims are the result of gross negligence or intent.
13. Both the client and Solitt can terminate the assignment, with immediate effect if desired, with a written notice of termination. The client is held to pay the fees of work performed until the moment of the termination of the assignment.
14. These general terms and conditions apply to all assignments accepted by Solitt, including any additional or follow-up assignments and the legal relationships resulting from or relating to those assignments. Solitt is entitled to adjust these general terms and conditions unilaterally. In such a case, Solitt will promptly inform the client and provide him with the amended general terms and conditions, following which these will apply.
15. The legal relationship between Solitt and her clients shall be governed exclusively by the laws of the Netherlands. Any disputes between Solitt and the client shall be settled exclusively by the competent court in The Hague. Solitt has the right to bring any claim to any competent court, regardless of the forum choice above.
16. These general terms and conditions are also available in Dutch. In case of any dispute on the contents or the meaning of these general terms and conditions, the Dutch text shall prevail.