

General Conditions Legal-DNA

Article 1 - Definitions

General Conditions: these General Conditions Legal -DNA.

Legal-DNA: the Private Limited Liability Company Legal-DNA B.V. (Chamber of Commerce 61069337), with its corporate seat in Rotterdam.

Client: the (legal) person who places an order for Legal-DNA services.

Agreement: the agreement (whether or not concluded in writing) between the Client and Legal-DNA.

Article 2 - General

2.1 These General Conditions apply to every offer, delivery, contract and other legal relationships between Legal-DNA and Client, unless these General Conditions have been expressly amended in writing by the parties. These General Conditions are available in Dutch and English language. In the event of a dispute regarding the content and scope the Dutch text and its meaning in the Dutch jurisdiction shall prevail.

2.2 Any purchase or other conditions of the Client and/or third parties are not applicable. The applicability of purchase or other conditions of the Client and / or third parties is expressly waived by the Client.

2.3 If one or more provisions of the General Conditions are invalid or void, the remaining provisions shall remain fully applicable. The parties shall enter into negotiations to develop new rules to replace the invalid provisions, which correspond if and insofar as the purpose and intent of the original provision are maintained.

2.4 Unless a legal or professional duty to disclose applies parties commit themselves to the confidentiality of all data and information about each party's organization of which they become aware.

Article 3 - Contract and Services

3.1 The Agreement is concluded at the moment Client sends an order and Legal-DNA accepts the assignment and end upon completion of the assignment.

3.2 The parties may withdraw any Agreement at any time with or without cause and without causing any liability towards the other party for damages upon termination of the Agreement, provided however that the Client must compensate Legal-DNA for any fees accrued and any cost incurred up to the time of termination.

3.3 Orders are accepted and executed exclusively by Legal-DNA. The effect of Articles 7:404 and 7:407 paragraph 2 Dutch Civil Code is hereby fully excluded.

3.4 All services provided by Legal-DNA are subject to reasonable efforts, however Legal-DNA cannot and does not guarantee any result. The services by Legal-DNA are based on the reasonable diligence, knowledge and ability and taking reasonable and necessary care as may be expected by Client for similar type of services.

3.5 The Client is obliged to provide on a timely basis all information and documents necessary or required by Legal-DNA for the execution of the Agreement. Such information and documents shall be made available in the required form and in the required manner Legal-DNA may request form time to time during the Agreement.

3.6 If the even the Client fails to meet its obligations Legal-DNA is entitled to terminate the Agreement or suspend any services and claim any fees and cost incurred at its usual rates.

Article 4 - Prices and Payment

4.1 Unless otherwise agreed in writing, the fee due by the Client for Legal-DNA services, shall be calculated and based on the number of hours worked by Legal-DNA multiplied by the hourly rate to be determined by Legal-DNA plus the VAT and other taxes imposed by applicable law and/or rules issued by a competent authority. Client is aware of the fact that the possibility exists that the estimate hours in the Agreement could be different than the actual time spent.

4.2 For work outside the regular place of business of Legal-DNA, it is understood that hourly rates, travel and waiting fees, travel expenses and / or mileage allowances, hotel expenses and any other connected to such services are fully chargeable to the Client. The travel and waiting time fee is 100% of the current hourly rate.

4.3 Legal-DNA is entitled to ask for an upfront payment for services before and during the performance of the services, as well as for the payment for services already performed. Any such payment shall be reasonably determined by Legal-DNA. After receipt of such upfront payment, Legal-DNA shall start or continue the services.

4.4 Legal-DNA will invoice the Client by itemized invoices, which may be sent electronically by e-mail to the Client, unless otherwise agreed upon in writing.

4.5 The Client will provide full payment of the invoice from Legal-DNA (without deduction or set-off), within 14 days after the invoice date, failing which the Client shall be in default without further notice and Legal-DNA is entitled, without prejudice to its other rights to suspend further performance of the Agreement immediately.

Article 5 – Delivery

5.1 Delivery of documents and/or advice shall be performed by Legal-DNA by telephone or e-mail provided, unless otherwise agreed in writing.

5.2 All delivery dates quoted by Legal-DNA will be taken into account to the extent possible, however they are in no event considered as deadlines on which services must be delivered and Legal-DNA may extend any estimated time of delivery. In the case Legal-DNA exceeds the expected time of delivery the parties will discuss in good faith any circumstances and define a new term for delivery as soon as practicable possible.

5.3 Legal-DNA may involve third partie(s) –as sub-contractor(s)- in the execution of the Agreement and performing the services. Legal-DNA is and will remain responsible for the quality of the services and the proper execution of the Agreement.

5.4 In the event an advance payment is due and/or if further information or documents from the Client needs to be available in order for Legal-DNA to meet its obligations under the Agreement, any obligation of Legal-DNA shall commence on the day the respective advance payment and/or the missing information and documents have actually been received by Legal-DNA. Legal-DNA is not liable in any and all cases for any damage caused by any such suspension of services due to delays in providing any payment or information by the Client.

5.5 Unless otherwise expressly agreed in writing, all intellectual property rights and other rights that may result from the services provided or work performed by Legal-DNA under any Agreement with the Client shall vest in Legal-DNA. Irrespective of the provisions of this article, Client is entitled to reproduce for personal use and to make the documents provided by Legal-DNA available to third parties, provided these documents are by their nature intended for this purpose, such as (standard) contracts, terms and quotes.

5.6 The user rights referred to in this article will enter into force only after full payment has been made by the Client and all other obligations under the Agreement have been met by the Client.

Article 6 - Liability

6.1 If the execution of an Agreement by Legal-DNA leads to any liability, the liability of Legal-DNA is limited to the amount paid out under the respective liability insurance of Legal-DNA with respect to the service/order to which such liability arose under the Agreement plus the deductible that is for Legal-DNA's own account under the relevant insurance policy. A copy of the Dutch insurance policy can be sent upon request by Client. In the event such liability insurance may not apply for whatever reason, the liability of Legal-DNA is limited to the amount/the fee invoiced to Client by Legal-DNA and paid by the Client to Legal-DNA for the respective individual service/order in which the liability arose in the respective calendar year (minus VAT) with a maximum of €150.000,- (one hundred fifty thousand Euro).

6.2 Legal-DNA is not liable for damages resulting from its use of incorrect or incomplete information provided by or on behalf of Client and/or delay in receiving any such information.

6.3 Notwithstanding the statutory period of prescription and limitation, the period of prescription and limitation for all claims and defences against Legal-DNA shall be one (1) year.

Article 7 – Safeguard

7.1 The Client indemnifies and shall hold harmless Legal-DNA for i) any and all claims for compensation resulting from the use of any document prepared or data compiled by Legal-DNA for any purpose other than for which it was intended, and ii) any and all third party claims, including attorneys' fees, which are connected with any work performed by Legal-DNA for or on behalf of the Client, except in case of wilful misconduct or gross negligence of Legal-DNA.

8 Severability

8.1 In case any provision in this terms and conditions shall be totally or partially invalid, illegal or unenforceable, or may lose their validity in any other way the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.2 In regard to terms and conditions (partially) affected, such provisions shall be ineffective only to the extent of such invalidity, illegality or unenforceability may apply. In all cases, parties shall consult with each other to try to reach a substitute arrangement within which the parties shall strive for the maintenance of this agreement (or the remainder of the term in question) in its totality.

Article 9 - Choice of law and jurisdiction

9.1 The legal relationship between the Client and Legal-DNA, as well as the interpretation and explanation of the Agreement shall be governed exclusively by the law of the Netherlands, to the exclusion of all other potentially applicable jurisdictions.

9.2 The competent court in the district where Legal-DNA is located shall have exclusive jurisdiction to resolve any disputes between parties.