



**TERMS AND CONDITIONS CLAWS**  
**version February 2015**

**Article 1**

**Definitions**

1. These General Terms and Conditions have been filed with the Chamber of Commerce under file reference number 52695859.
2. In these General Terms and Conditions, the following terms are defined as stated below:
  - a. Claws: a consultancy firm and service provider for legal and related matters. Claws is part of Charlotte Schilt Holding BV, established and registered in Amsterdam, the Netherlands.
  - b. Client: the person(s) and/or entity(ies) that has an agreement with Claws.
  - c. Parties: Claws and Client.
  - d. Agreement: the written agreement among Parties to the accomplishment of (an) Assignments and the conditions that apply to such accomplishment(s).
  - e. Assignment: part of the Agreement, consisting of particular services as provided by Claws in favour of the Client.

**Article 2**

**Applicability**

1. These General Terms and Conditions apply to all Agreements between Parties, and to all Assignments and services offered, delivered or provided by Claws.
2. General Terms and Conditions of Client are explicitly rejected.
3. Client explicitly declares to have received these General Terms and Conditions prior to conclusion of the Agreement with Claws. Client also explicitly declares to have read the contents of these General Terms and Conditions, and to agree with all its conditions and provisions.
4. Claws is entitled, at all times, to modify these General Terms and Conditions and will inform Client of these modifications in written accordingly.

**Article 3**

**Offer**

1. All offers and quotes made by Claws are without obligation, unless explicitly agreed otherwise.
2. All prices mentioned in offers and quoted made by Claws are in Euros and exclude VAT (BTW), unless explicitly agreed otherwise.
3. Claws is entitled to change the prices in an offer or quote in the event of a change of laws or VAT that impacts the price mentioned.
4. All offers and quoted from Claws are subject to a binding term of validity of 30 days. In the event that Client has not accepted the offer or quote within 30 days after it is sent out by Claws, the offer or quote will be deemed to be rejected.

**Article 4**

**Price**

1. For its services, Claws charges hourly rates and/or fixed fees. The applicable rates are to be found in the offer or quote from Claws.



2. In the event that no fixed fees are agreed, Claws charges the hourly rate as published on the price list or quotation of Claws.
3. In the event that Claws charges an hourly rate for an Assignment, Claws will usually provide Client with an estimation of the amount of hours needed to fulfil this Assignment. This estimation, however, is an indication only that can never be interpreted or understood as a maximum or an agreed amount of hours.
4. In its offers and quotes, Claws will clarify what Assignment(s) will be carried out. In the event that, due to changes in circumstance, Assignment or (at) the Client's request, the fulfilment of the Assignment(s) has led to the execution of extra work, this extra work will be charged based on the hourly fees as published in Claws' offers and quotes.
5. In the event that Client has a subscription with Claws, the agreed monthly subscription fee is paid in advance per quarter. Client is at all times entitled to cancel the subscription, ultimately at the end of the month. No notice period applies. Claws will refund the eventually in excess paid subscription fees within 30 days after it has confirmed the cancellation of Client.

## **Article 5**

### **Agreement**

1. The Agreement is concluded when Client accepts the offer or quote of Claws by returning the signed offer or quote.
2. In the event that Parties have agreed that Client will prepay (part of) the total amount quoted by Claws, fulfilment of this prepayment obligation is another condition for the Agreement to be concluded.
3. As soon as Client, following Section 5.1, has accepted the offer and, if applicable, has met the prepayment conditions as stipulated in Section 5.2, Claws confirms the conclusion of the Agreement electronically.
4. Prior to sending the confirmation mentioned in Section 5.3, both Parties have the right to terminate the Agreement.

## **Article 6**

### **Cancellation**

1. Client is entitled to cancel the Agreement, provided that Claws has not yet started its work.
2. In the event that Client wishes to cancel the Agreement, while Claws has already start working on the Assignment(s), Client is obliged to indemnify Claws for all damages resulting from this cancellation. These damages include compensation for the work done so far, incurred costs, loss of profits and indirect damages.

## **Article 7**

### **Obligations of Claws**

1. Claws will fulfil all its obligations and Assignments adequately, in conformity with demands of accuracy and quality. In the execution of the Agreement, Claws is bound to use its best endeavours.
2. Claws ensures that all Assignments are fulfilled by capable persons.
3. Claws is entitled to subcontract capable third parties for the execution of the Assignment.
4. Claws is bound to treat all information obtained in the execution of the Agreement, concerning or communicated by Client, as confidential.



## **Article 8**

### **Obligations of Client**

1. Client will enable Claws to fulfil its Assignment(s).
2. Client will provide Claws with all information, files and documents that are crucial for an accurate execution of the Agreement and an adequate fulfilment of the Assignment(s). Claws can never be liable for damages that are the result of omissions, inadequacies or mistakes in the information, files and/or documents that Client provided Claws with.
3. Claws is entitled to postpone or end its activities in the event that Client is not compliant with the obligations as formulated in Sections 8.1 and 8.2. In that case, Claws reserves the right to charge Client for the work performed so far, according to the fees applicable to the relevant Agreement.
4. In the event that Client wishes modifications or additions to the draft version of documents, contracts or advices that Claws has sent Client, unless agreed otherwise, Client shall notify Claws so within 1 week after Claws has sent the relevant draft material. Claws reserves the right to charge the applicable hourly fee for adapting draft material or provide additions, insofar as Client has requested these after the term as mentioned in the previous sentence.
5. In the event of errors or omissions in the execution of the Assignment(s), Client is bound to inform Claws of these within a reasonable period of time, at least ultimately within thirty (30) days after Client discovered or can be deemed to have discovered the relevant error or omission.

## **Article 9**

### **Delivery**

1. Client will execute the Assignment(s) expeditiously.
2. Client is obliged to enable Claws to deliver its work expeditiously.
3. The delivery terms as indicated by Claws are to be interpreted as estimation only. Only if communicated explicitly in writing, the delivery terms indicated by Claws are never final terms.
4. In the event that the execution of the Assignment(s) is delayed, Claws will inform Client accordingly as soon as possible.

## **Article 10**

### **Liability**

1. Claws shall only be liable for damages that are the result of gross negligence or wilful misconduct by Claws in its execution of the Agreement.
2. In no event shall Claws ever be liable for damages resulting from information, files, documents or data, erroneously or incompletely provided by Client.
3. In no event shall Claws ever be liable for any consequential, indirect, incidental damages or whatsoever.
4. In no event shall Claws ever be liable for damages, caused by third parties with whom Claws cooperates in the execution of the Agreement.
5. In no event shall Claws ever be liable for any amount in excess of the total amount charged by Claws, in the last 6 months prior to the date on which the damages came into existence, for the execution of an Assignment, insofar as this amount does not exceed the amount that the liability insurance of Claws compensates Claws for.

## **Article 11**



## **Payment**

1. Client shall fulfil all payment obligations within 14 days after the invoice date.
2. In the event that Parties agreed that a prepayment is to be fulfilled by Client, Claws will only start working on the relevant Assignment(s) once the prepayment is fulfilled.
3. In the event that an invoice is due though still unpaid, Client will be immediately in default and is bound to pay statutory commercial interest from the due date of the invoice.
4. If the Client has not fulfilled its payment obligations, after having received 2 payment reminders, Claws is entitled to charge administrative fees of €15, to be charged with the first notice of default.
5. If, after Claws has sent the second notice of default, Client still does not fulfil its payment obligations within 7 days, besides being entitled to charge the statutory commercial interest, Claws is also entitled to charge debt collecting costs of 15% of the outstanding amount, with a minimum of €250.
6. In the event that Client has not fulfilled its payment obligations, Claws is entitled to postpone its obligations for as long as Client is in default.
7. Objections from Client to the invoice do not postpone the payment obligations of Client.
8. In the event that and as long as Client has not fulfilled all its payment obligations, all goods, documents and files that Client has provided Claws with, as well as the result(s) any Assignment(s) (such as, though not limited to, contracts, advices, letters), shall remain property of Claws.

## **Article 12**

### **Intellectual Property**

1. All Intellectual Property Rights (IPR) related to the services provided by Claws and the (result of the) Assignment(s) shall belong exclusively to Claws. IPR shall include for example, but are not limited to, trademarks, copyrights, industrial rights and all types of neighbouring rights.
2. Within the framework of the Agreement(s) between Parties and to that extent, Claws provides Client with the right to use all that Claws produced for Client, such as, but not limited to, the materials, advices and contracts, for the purpose for which they were produced by Claws. Except for in the context of its normal use, Client is not allowed to copy, multiply, spread, forward or offer the services of Claws or the materials Claws has prepared, or to make these public in any way, directly or indirectly.
3. Client is not allowed to remove or modify any trademark, sign of copyright or any other sign added by Claws from any material by Claws, or to modify or imitate these. Client shall never harm or unjustifiedly benefit from the reputation of the IPR of Claws.
4. These General Terms and Conditions explicitly not aim to transfer any IPR.

## **Article 14**

### **Force Majeure**

1. In the event that Claws is unable to fulfil its obligations due to a non-attributable failure (force majeure), the fulfilment of those obligations will be suspended for the duration of the force majeure situation.
2. If the force majeure situation continues for more than one month, either party will be entitled to dissolve the Agreement partly or in full, insofar as the force majeure situation justifies this, all this in accordance with the other provisions in these terms and conditions.
3. In the event of force majeure applicable to Claws, Client will not be entitled to any compensation (in damages), not even if any Party were to have any advantage as a result of the force majeure.



4. Force majeure is taken to mean every circumstance beyond the control of Claws, fully or partially impeding the fulfilment of Claws' obligations towards Client, or as a result of which the fulfilment of Claws' obligations cannot reasonably be required from Claws, regardless of the fact whether that circumstance could have been foreseen at the time the agreement of services was concluded. Those circumstances will include: measures by any government body, understaffing due to illness, force majeure applicable to a third party that has been engaged, technical breakdowns, loss of information or files, all in the broadest sense of the terms.

## **Article 15**

### **Complaints**

1. In the event of complaints, Client will notify Claws of these as soon as possible, ultimately 14 days after the relevant complaint came into existence, through [charlotte@clawslegal.nl](mailto:charlotte@clawslegal.nl).
2. Claws is bound to process complaints as soon as possible, but ultimately within 14 days after receiving the complaint as described in Section 15.1 and to notify Client accordingly.

## **Article 16**

### **General provisions**

1. Parties will only appeal to the courts once they have made every effort to resolve a dispute by mutual consultation.
2. Any dispute arising between the parties that could not be resolved through the consultation as mentioned in Section 15.1, will be submitted to the competent court within the jurisdiction of the place of business of Claws.
3. Every agreement for services between Parties will be governed by Dutch law.
4. If one or multiple provisions in these General Terms and Conditions are declared void through judicial intervention, the remaining provisions will remain in full force.
5. These General Terms and Conditions will remain in full force in the event that Claws fully or partially changes name, legal form or owner.

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