
LEGAL DOCUMENT

General Terms and Conditions

Applicable to services provided by Claeritas

COMPANY**Claeritas**

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VERSION

Version: 1.0

Effective: 7 October 2026

Classification: Public

Language: English

These General Terms and Conditions ("Terms") apply to all quotations, engagements, and services provided by Claeritas, a Dutch sole proprietorship (eenmanszaak) under Dutch law with its business address at Papaverweg 34, Unit B100, 1032 KJ Amsterdam, The Netherlands, KvK 42108731, VAT NL005500251B18 ("Claeritas", "we", "us"), to any client ("Client").

1. Definitions

- **"Agreement"** — the written engagement between Claeritas and the Client, including any statement of work, order confirmation, or proposal that we have countersigned.
- **"Services"** — the services described in the Agreement, which may include CITES permit application preparation and submission support, trade compliance advisory, and permit desk operations.
- **"Deliverables"** — the documents, files, and other outputs we deliver to the Client under the Agreement.

2. Applicability

These Terms apply to every Agreement. Claeritas provides its Services exclusively to clients acting in the course of a profession or business; these Terms are not intended for consumers. Any general or purchasing conditions of the Client are expressly rejected, unless we have accepted them in writing.

3. Scope of services and exclusions

Our services are limited to what is expressly described in the Agreement. Unless otherwise agreed in writing, we do not:

- Provide legal representation, litigation, or formal legal advice reserved to admitted lawyers.

- Perform customs declarations or act as a customs broker or freight forwarder.
- Handle physical transport of goods.
- Accept engagements involving live specimens or trafficking of protected species.
- Guarantee that a permit will be granted or that a filing will be accepted by the competent authority.

4. Formation of the Agreement

An Agreement is formed only when we have countersigned a proposal or received a written order confirmation from the Client. Verbal statements do not bind us.

5. Best-efforts obligation

Our services are performed on a best-efforts basis ("inspanningsverplichting") under Article 7:401 Dutch Civil Code. We do not guarantee a particular result, including but not limited to permit issuance or approval timing.

6. Client obligations

The Client will:

- Provide accurate, complete, and timely information and documents.
- Designate a single point of contact authorised to make decisions on the file.
- Comply with applicable trade, customs, and species-protection law.
- Pay invoices in accordance with these Terms.

We are not liable for delays or errors caused by incomplete, inaccurate, or late Client input.

7. Fees and payment

Fees are specified in the Agreement. Unless otherwise agreed:

- Invoices are payable within **14 days** of invoice date.
- Prices are in EUR, exclusive of VAT and disbursements (e.g., official filing fees paid to RVO.nl).
- In case of late payment, statutory commercial interest (Article 6:119a Dutch Civil Code) is due, along with reasonable collection costs in accordance with the Dutch Debt Collection Costs Act (WIK).

We may suspend performance if invoices remain unpaid after a written reminder.

8. Confidentiality

Each party will keep confidential information received from the other party confidential and use it only for the purpose of the Agreement. This obligation survives termination for five (5) years, except for information that is publicly known, independently developed, or required to be disclosed by law.

9. Intellectual property

We retain ownership of all pre-existing know-how, templates, methodologies, and generic Deliverables. The Client receives a non-exclusive, perpetual licence to use the Deliverables for its internal business purposes. Client data provided to us remains the Client's property.

10. Personal data

Our processing of personal data is described in our Privacy Notice. Where we process personal data as a processor for the Client, a separate data-processing agreement applies.

11. Liability

To the maximum extent permitted by law:

- If we hold professional-liability insurance that covers the event, our liability is limited to the **amount paid out by our insurer** in that case, plus any applicable deductible.
- If no insurance payment applies, our total aggregate liability under or in connection with an Agreement is limited to the fees paid by the Client for the specific service that gave rise to the liability in the twelve (12) months preceding the event, with a **maximum of EUR 25,000** per event or connected series of events.
- We are not liable for indirect, consequential, incidental, or special damages, including lost profits, lost data, lost business, or reputational harm.
- Nothing in this section limits liability that cannot be limited under mandatory Dutch law (including for intentional acts or gross negligence).

Any claim for damages lapses if it has not been submitted to us in writing within twelve (12) months after the Client became aware, or could reasonably have become aware, of the damage.

12. Complaints

Complaints must be submitted in writing within thirty (30) days of the event that gave rise to the complaint, failing which the right to complain lapses. We aim to respond substantively within fifteen (15) working days.

13. Termination

Either party may terminate the Agreement in writing with a notice period of thirty (30) days, unless the Agreement specifies otherwise. Either party may terminate with immediate effect if the other party materially breaches the Agreement and fails to cure within fifteen (15) days after written notice, or in case of insolvency.

On termination, the Client pays for all Services rendered up to the effective date.

14. Force majeure

Neither party is liable for failure to perform due to circumstances beyond its reasonable control, including but not limited to government action, illness, cyber-attacks, and infrastructure failures at third-party providers.

15. Assignment and subcontracting

We may subcontract parts of the Services to qualified third parties, remaining responsible for their performance. The Client may not assign rights or obligations under the Agreement without our written consent.

16. Governing law and disputes

The Agreement is governed by Dutch law. Disputes are submitted to the competent court of Amsterdam, unless mandatory law provides otherwise.

17. Amendments

We may amend these Terms. Amendments take effect thirty (30) days after we notify the Client. If the Client does not agree with a material amendment, the Client may terminate the Agreement within that thirty-day period.

18. Language

These Terms are available in Dutch and English. In the event of any discrepancy between the two versions, the Dutch version prevails.