

Terms & Conditions (v.2)



1. Applicability

- 1.1. Archer Caribbean B.V. is a private limited liability company, incorporated and existing under the laws of Curacao, registered with the Curacao Chamber of Commerce under number 164158 (“Us”, “Archer”);
- 1.2. All work and services (to be) provided by Archer, shall be accepted and carried out exclusively by Archer, save for possible use of services of third parties by Archer as described in article 6 of these general terms & conditions (the “T&C”);
- 1.3. These T&C apply to (i) all services that Archer and its possible partners and employees have been requested to provide (including any subsequent, amended or additional requested services) and (ii) any legal relationship that arises as a result thereof or in connection therewith;
- 1.4. When instructing Archer, such instruction is deemed to be provided to Archer and not to any individual person associated with Archer. This includes any instructions given by the client to a specific person associated with Archer. The applicability of articles 7:404 and 7:407 paragraph 2 of the Curacao Civil Code (“CCC”) is excluded;
- 1.5. Unless agreed otherwise between Archer and the client, all services provided by Archer are for the exclusive benefit of the client who requested such services. Third parties may not rely on or have any rights in connection with (i) the (results of) such services nor (ii) instructions or activities performed in relation thereto;
- 1.6. Archer’s services are limited to the laws of Aruba, Curacao, St. Maarten and of Bonaire, Saba and St. Eustatius.

2. Fees and disbursements

- 2.1. Unless explicitly agreed otherwise in writing between Archer and the client, fees are calculated on the basis of the time spent and the hourly rate applicable to the work in question. Disbursements and other out of pocket expenses paid by Archer on behalf of the client will be borne by the client;
- 2.2. All amounts charged by Archer are exclusive of any possible taxes, unless stated otherwise;
- 2.3. Archer reserves the right to charge an additional 5% of the total invoice amount as office costs, which will be itemized separately on all invoices;
- 2.4. Archer is entitled to adjust the applicable hourly rates annually, with any increase not exceeding a maximum of 10%.

3. Deposit

- 3.1. As a standard office policy, Archer may require a deposit to cover initial fees and expenses before carrying out its services to the client. Upon completion of the services, any deposit of the client will be set off against the remaining outstanding invoice(s).

4. Payment

- 4.1. Unless agreed otherwise between Archer and the client, Archer will bill client on a monthly basis. All invoices sent by Archer must be paid within fourteen (14) days from the date of the invoice. If the client does not object to an invoice sent within a period of two (2) weeks from the date of such invoice, the invoice will be considered approved by the client;
- 4.2. If payment of an invoice is overdue, Archer shall be entitled to (i) charge interest at a rate of 8% per annum or, at its discretion, statutory interest, and/or (ii) suspend or terminate its services, after having notified the client of its intention to do so, until full payment of the outstanding amount is received. Archer shall not be liable for any damage(s) arising from this suspension or termination of its services;

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- 4.3. Without prejudice to the previous paragraph, if and when Archer takes measures to collect unpaid invoices from the client (judicial, extrajudicial or budgetary procedures), it is entitled to the full collection of charges involved with such measures;
- 4.4. Archer is authorized to set off monies received on behalf of the client against outstanding invoices.

5. Liability

- 5.1. Any and all liability of Archer shall be limited to the amount that is paid out in that specific case under Archer's professional liability insurance, to be increased by the applicable deductible. In the event where the professional liability insurance does not extend indemnification, the indemnity shall, at its upper limit, be equated to the quantum of fees levied by Archer.
- 5.2. The client shall indemnify and hold Archer harmless from and against all actions, claims or demands of third parties – including the actual costs to be incurred by Archer in connection therewith – arising from or relating in any way to the work or services performed by Archer for the client, except in cases of willful default or gross negligence attributable to Archer.

6. Hiring third parties

- 6.1. Archer has the right to - on behalf of the client - use the services of third parties, including but not limited to other lawyers, process servers, civil-law notaries, accountants and other experts;
- 6.2. In case third parties as referred to under article 6.1 are engaged, Archer shall not be liable for any failure, fault or shortcoming of such third party. By requesting Archer to provide services, the client gives Archer authority to accept any limitation of liability stipulated by that third party on behalf of the client, with the understanding that Archer will, to the extent of its knowledge, duly inform the client about such limitations prior to engagement.

7. Applicable law and competent court

- 7.1. Curacao law shall govern the legal relationship between Archer and its clients. Any dispute between Archer and a client shall be resolved in the first instance exclusively by the competent court of Curacao.

8. Miscellaneous

- 8.1. Archer does not have a third-party account at its disposal. Where appropriate, it shall be ensured that the funds will be transferred directly to the client;
- 8.2. Archer reserves the right to unilaterally modify or supplement these T&C at any time. Modifications or additions will take effect upon publication on our website or through another communication method designated by Archer. Clients are advised to regularly review these T&C on the website to stay informed of any changes. If the client continues to use the services or products of Archer after the publication date of the changes, client is deemed to have accepted the modified or supplemented T&C.