

GENERAL TERMS AND CONDITIONS

1. Huesmann Advocaten B.V. (“Huesmann”) is a Dutch private company with limited liability, which operates as a law firm.
2. These general terms and conditions are applicable to all services rendered by Huesmann, including additional and subsequent services, and including all legal relationships with third parties. Applicability of any general terms and conditions used by the client is excluded.
3. The relationship between Huesmann and the client is governed by and subject to Dutch law.
4. All orders will exclusively be accepted and carried out by Huesmann, even if it is the explicit or implicit intention that a certain person carries out the order. The applicability of article 7:404 of the Dutch Civil Code (“BW”), that provides a facility for last mentioned event, and of article 7:407 paragraph 2 BW, which establishes joint and several liability for the event of an order given to two or more persons, is explicitly excluded.
5. It is the sole discretion of Huesmann to involve its partners (“vennoten”) associates (“medewerkers”) with respect to the activities assigned to Huesmann. This sole discretion includes the engagement of third parties.
6. If the activities assigned to Huesmann involve the engagement of third parties, Huesmann, if and in so far as possible, will consult with the client in advance and Huesmann will observe due care in selecting such third-party contractors. Huesmann is not liable for errors or shortcomings of any such third party in the performance of its services. Huesmann has the right to accept a limitation of liability stipulated by any such third party on behalf of the client.
7. The client indemnifies and holds harmless Huesmann from and against any claims, rights, and causes of action a third party may have or may lodge against Huesmann at any time and that directly or indirectly ensue from or are connected with the activities or services performed or to be performed by Huesmann. The client will reimburse all reasonable expenses suffered or incurred by Huesmann regarding its defense against such claims or actions.
8. Huesmann's liability is restricted to the amount that, in the case concerned, is paid out under the professional liability insurance, increased with the amount of the excess that is owed by Huesmann based on the aforementioned insurance.
9. The fee payable by the client to Huesmann in relation to the assignment consists of the fee arrangement as stipulated. In addition of the fee, any disbursements paid on behalf of the client by Huesmann will be payable by the client, as well as compensation for general office costs and VAT due. Huesmann reserves the right to commence with its services in relation to the assignment upon receipt of payment of the retainer, unless agreed otherwise upfront in writing. Paid retainers will be set off with the final invoice with respect to the assignment.
10. Payment of the invoices needs to be effectuated within the term as set out on the invoice itself. In case payment is not received within that term, the client is deemed to be in default (“in verzuim”) without any further notice (“ingebrekestelling”). Interest is due as per that date, being 1% per month over the amount of invoices outstanding. Legal and extrajudicial costs in relation to the collection of invoices with a minimum of 15% over the outstanding amount due, and, in addition thereto, the interest and out-of-pocket expenses made in connection to collection of the amount due are for the sole account of the client.
11. In case the client is in default regarding the payment of any amount due to Huesmann, the latter has the right to suspend its services to the client. Insofar the rules of conduct applicable to the Dutch Bar allow such measure, Huesmann has a lien (“recht van rententie”) regarding everything she keeps on behalf of the client, including documentation and the legal file. Huesmann waives all liability for damages incurred by the client in connection thereto or as a result of abovementioned suspension or lien.
12. Based on the Dutch Personal Data Protection Act (“WBP”) professional use of data of the client is allowed without notification. Besides these data will be used with new cases for a conflict of interest check (with the client). The client agrees with electronic data exchange (internet and email) en realizes that despite the security measures taken by Huesmann there is no absolute guarantee against consultation by unauthorized parties.
13. On every assignment between Huesmann and the client, the complaints procedure (“Kantoorklachtenregeling”) is applicable. The complaints procedure can be found on the website: www.huesmannadvocaten.nl.
14. If the client is not a natural person, all disputes evolving from or in connection with (i) the services rendered by the assignment to Huesmann (ii) the legal relationship between Huesmann, or any third party, are submitted to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands, except when it is submitted by law to the jurisdiction of the district court judge.
15. These general terms and conditions have been drawn up for the purposes of the (former) partners/shareholders of Huesmann, its (former) board members and those persons who are or used to be employed at the moment of signing thereof, including their next of kin and furthermore any third party involved with the rendering of services by or on instruction of Huesmann.
16. These general terms and conditions have been drawn up in various languages. In the event of any disparity or contradiction between the Dutch text and the English text of these general terms and conditions, or any difference in their construction or contents, the general terms and conditions drawn up in Dutch will prevail.

