

General terms and Conditions of De Kempenaer Advocaten

1. De Kempenaer Advocaten N.V. is a public company limited by shares under Dutch law, which has as its objective to carry out the legal practise in the broadest sense of the words used.
2. In these General Conditions De Kempenaer Advocaten means De Kempenaer Advocaten N.V.. Partner means a person who (indirectly) holds shares in De Kempenaer Advocaten N.V.. Client means any other than De Kempenaer Advocaten N.V. with respect to whom a legal relationship as referred to in the Clauses 3 and 4 hereinafter exists or is alleged to exist.
3. These General Conditions shall apply to any instruction agreements, including any additional, modified and supplementary instructions, granted to De Kempenaer Advocaten, the Partners or to persons who are employed at or otherwise work for De Kempenaer Advocaten, unless agreed otherwise prior to the coming about of the instruction agreement.
4. An instruction agreement shall not come about until the instruction has been accepted by or on behalf of De Kempenaer Advocaten. De Kempenaer Advocaten may in that only be represented by lawyers connected with the office.
5.
 - a. All instructions shall be deemed to have exclusively been granted to and accepted by De Kempenaer Advocaten. Contrary to the provisions set forth in the Articles 7:404, 7:407 paragraph 2 and 7:409 of the Netherlands Civil Code, the Partners as well as those who work for or on behalf of De Kempenaer Advocaten, whether or not under an employment contract, shall not personally be bound or liable, and the instruction shall not end by their death, also if it is expressly the intention that instructions will be carried out by specific persons.
 - b. Contrary to Article 7:404 of the Netherlands Civil Code De Kempenaer Advocaten shall at all times be free to determine by which lawyer(s) the activities that are necessary for the implementation of the instruction will be carried out.
6. If in the implementation of an instruction an event occurs - including an omission - that leads or may lead to any liability of De Kempenaer Advocaten, this liability shall be limited to the amount to which De Kempenaer Advocaten is entitled under the professional and/or company liability insurance concluded by De Kempenaer Advocaten, increased with the amount of the deductible that applies under the relevant policy. If for whatever reason no payment takes place under the aforesaid insurances, any liability shall be limited to three times the fee paid by the Client to De Kempenaer Advocaten in the relevant case in the relevant calendar year, with a maximum of EUR 100,000. In case of intent or wilful recklessness of De Kempenaer Advocaten or of those who work or have worked for De Kempenaer Advocaten, this restriction shall not apply. On request further information concerning the contents of the policy conditions shall be provided.
7.
 - a. De Kempenaer Advocaten is not liable for damages caused by:
 - third parties engaged by De Kempenaer Advocaten, either if engaged after consultation with the client, or if engaged directly by De Kempenaer Advocaten. De Kempenaer Advocaten presumes, and herewith stipulates, that all assignments encompass the authority to accept limitations of liability of third parties on behalf of the client;
 - any illegal or malicious infringement in the electronic data or systems within the organisation of De Kempenaer Advocaten, resulting in (functions resulting in) the deformation, corrupting, manipulation, copying, removal, destruction or delay of such electronical data or systems.
 - b. The Client shall indemnify De Kempenaer Advocaten against all claims of third parties, including the reasonable costs of legal assistance, which in any way are connected with or arise from the activities performed for the Client, save in case of intent or gross negligence on the side of De Kempenaer Advocaten.
8. Not only De Kempenaer Advocaten but also persons who have been involved in the implementation of any instruction of the Client may invoke these General Conditions. The same applies to former employees, including any heirs, if these are held liable after they have left De Kempenaer Advocaten.
9. Unless agreed otherwise in writing, the fee shall be determined on the basis of the hours that have been worked multiplied by the applicable rates as established by De Kempenaer Advocaten from time to time.
In addition the expenses paid on behalf of the Client will be charged, as well as office expenses, fixed at a percentage of the fee; this covers general office expenses (such as sending regular and registered mail, telephone, fax and electronic communication expenses, copying expenses and production of documents). All stated amounts shall be exclusive of VAT.
De Kempenaer Advocaten shall have the right to adapt the applicable rates and the percentage for office expenses during the term of the agreement.
10.
 - a. The fee, increased with out of pocket expenses, office expenses and VAT, shall be charged periodically to the Client with a term of payment of 14 days, to be counted as from the invoice date.
 - b. Complaints about an invoice or about activities and/or expenses that have been charged by means of it will have to be made known to De Kempenaer Advocaten in writing within 14 days after the invoice date. If De Kempenaer Advocaten has not received a written complaint within this term, the invoice and the activities and/or expenses that have been charged by means of it are considered to have been accepted.
 - c. In case of excess of the term of payment stated previously, under 10.a., the Client shall be in default by force of law, and shall with immediate effect be due a late payment interest equal to the applicable statutory (commercial) interest.
 - d. If De Kempenaer Advocaten takes collection measures against the Client, the extrajudicial costs regarding that collection shall be for the charge of the Client, with a minimum of 15% of the remainder of the outstanding claims and at least EUR 500.00.
11. De Kempenaer Advocaten shall always have the right to demand an advance payment for activities that have been performed or that are to be performed. The activities may be suspended if the invoices sent by De Kempenaer Advocaten have not been paid in a timely manner or if no advance is available to cover the activities. A received advance shall be applied for payment of the last invoice.
12. As a consequence of current legislation (among which the Money Laundering and Terrorist Financing (Prevention) Act) De Kempenaer Advocaten is obliged to ascertain the identity of the Client and in some circumstances to report unusual transactions to the authorities. By giving De Kempenaer Advocaten an instruction, the Client confirms to be aware of this and to give his consent if necessary.
13. The legal relationship between De Kempenaer Advocaten and the Client shall be governed by the laws of the Netherlands. Any disputes that may arise from the legal relationship between the Client and De Kempenaer Advocaten shall exclusively be submitted for settlement to the competent courts in Arnhem, the Netherlands. Claims for compensation of any damage shall expire if these have not been brought before the competent court within one year after discovery thereof. If De Kempenaer Advocaten acts as plaintiff, it shall have the option to bring the claim before a court that has jurisdiction without this condition.
14. These General Conditions are available in Dutch, English and German. If any dispute arises regarding the content or scope of these General Conditions, exclusively the Dutch text and the meaning thereof shall be binding.
15. These General Conditions have been deposited at the Chamber of Commerce and Industries in Arnhem on 13 October 2015.