

General Terms and Conditions

VAN DRUNEN
DE BIRK

ADVOCATEN

Barbara Strozziilaan 201
1083 HN Amsterdam
www.vddb.nl

1. These general terms and conditions apply to all (subsequent) assignments given to Van Drunen De Birk Advocaten B.V. ("VDDB"). Any general or specific conditions of the commissioning party are emphatically not applicable. VDDB is a private limited company whose registered office is in Amsterdam. VDDB is listed in the Chamber of Commerce register under number 51709260.
2. All assignments will be accepted and carried out only by VDDB, even if the explicit or unspoken intention of the commissioning party is that an assignment will be carried out by a specific person. Articles 7:404 and 7:407 para. 2 of the Dutch Civil Code do not apply.
3. Cases given shall be carried out solely on behalf of the commissioning party. Third parties cannot derive any rights based on the assignment or activities carried out in fulfilling it.
4. Every liability of VDDB is limited to the sum to which it is entitled based on the professional liability insurance it has taken out in relation to the situation concerned, increased by the personal excess for which the insurer is not responsible according to the applicable policy conditions.
5. If for whatsoever reason no payment takes place under the above-mentioned insurance, then every liability of VDDB is limited to the sum received by VDDB in the form of a fee in connection with the assignment involved, up to a maximum of €10,000.
6. Client is only entitled to make a claim for damages against VDDB to a maximum of the amount addressed in provisions 4 and 5 of these general terms and conditions. Any claim for damages against employees, lawyers, and/or (statutory) directors of VDDB is excluded. This third party clause is stipulated for the purpose of the aforementioned persons, who are entitled to invoke this clause at any point in time.
7. When carrying out assignments, VDDB is competent to call upon third parties and to accept, on behalf of the commissioning party, the liability restrictions used by these third parties. They will do this with due care and meticulousness. VDDB is not liable for any (damage that results from any) shortcoming or error on the part of a third party they engaged. The commissioning party indemnifies VDDB against all claims of third parties in relation to or resulting from an assignment given to VDDB.
8. Without prejudice to the provision of article 6:89 of the Dutch Civil Code, the commissioning party may no longer invoke a shortcoming in an activity of VDDB if he has not protested within 60 days after he discovered – or could reasonably have discovered – the shortcoming. Any entitlement the commissioning party may have to compensation lapses in any case after the passage of 12 months after the event that (indirectly or) directly resulted in the damage.

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9. These general terms and conditions are stipulated not only for VDDB, but for its employees, lawyers, and (statutory) directors as well.
10. VDDB can request an (interim) advance and suspend execution of the assignment as long as the advance has not been paid.
11. The commissioning party will, in principle, be invoiced monthly for activities carried out by VDDB. VDDB's invoices should be paid, without suspension or set off, within 14 days of the invoice date. In the absence of timely payment, the commissioning party is automatically in default and is liable to pay the statutory commercial interest described in article 6:119a in conjunction with article 6:120 para. 2 of the Dutch Civil Code. If payment is not made after the first reminder, the commissioning party is liable to pay 15% collection costs over the principal sum. Furthermore, all costs that VDDB incurs in obtaining payment are at the expense of the commissioning party, including but not limited to extrajudicial costs, the costs of expert assistance and internal company costs due to time taken.
12. The legal relationship between VDDB and the commissioning party is subject to Dutch law. Disputes will be referred solely to the competent court in Amsterdam.

These general terms and conditions are both in Dutch and English. In the event of any discrepancy between the Dutch and English versions, the Dutch version shall prevail.