

General terms and conditions of WIJ advocaten B.V.

1. WIJ advocaten B.V. ("WIJ advocaten") is a limited liability company incorporated under Dutch law for the purpose of carrying on a law practice. Upon written request a list will be provided of the private persons that hold the shares in WIJ advocaten by means of their private holding companies (the "Partners").
2. These general terms and conditions govern each assignment, including any subsequent or ancillary assignment, given in writing, verbally or with silent intent to any person working at WIJ advocaten, regardless of whether these services were rendered in the capacity of attorney at law, arbitrator, third party charged with giving a binding ruling or otherwise. Not only WIJ advocaten, but all persons and companies – both persons and companies that are in any way whatsoever connected to WIJ advocaten and third parties – among these Stichting Dergengelden WIJ advocaten (Foundation for Client's funds WIJ advocaten) and its officers, who are involved in carrying out an assignment may invoke these terms and conditions. In the event of any amendment to these General Terms and Conditions by WIJ advocaten, the amended General Terms and Conditions shall apply to all new client assignments as of the date of publication in www.wijadvocaten.nl.
3. All assignments to persons working at WIJ advocaten are deemed to have been given exclusively to WIJ advocaten, even if it is the intention that an assignment will be carried out by a specific person. The operation of articles 7:404 and 7:409 of the Dutch Civil Code, which address the last mentioned case, and the operation of article 7:407 paragraph 2, which creates a joint and several liability in those cases in which an assignment is given to two or more persons, are excluded.
4. All e-mail communications, data communications, audio communications, communications via facsimile and telephone of WIJ advocaten will be unencoded, unless specifically requested otherwise by the client in writing in advance and only if WIJ advocaten has confirmed in writing it will grant such request.
5. The execution of assignments given to WIJ advocaten is done solely on behalf of the client. Unless WIJ advocaten expressly consents in writing, no one other than the client may rely on or has any rights in connection with the result of such instructions or the manner of implementation thereof.
6. WIJ advocaten will fulfill the assignment given to it with due care, attention and expertise. Should WIJ advocaten nonetheless fail culpably to fulfill this obligation or any other obligation, then its liability is limited to the amount paid in the relevant case under its professional indemnity insurance, increased with the excess that is applicable under the policy. In the event that WIJ advocaten cannot, for whatever reason, claim payment under the professional liability insurance, it's liability shall be limited to the amount in professional fees that WIJ advocaten has charged and the client has paid in the relevant matter with a maximum of € 10.000.
7. WIJ advocaten is entitled to involve third parties in connection with the rendering of its services, for example representatives at litem, bailiffs, civil notaries, research agencies, debt-collection agencies, accountants, fiscal advisors, the Land Register, the Chamber of Commerce, other law firms, etc. WIJ advocaten shall in any event exercise due care in its selection of third parties. The client assents to the fact that the assignment given to WIJ advocaten also includes the authorisation to accept limitations of liability, if any, imposed by such third parties on behalf of the client.

8. Any claims for damages against employees, persons with whom WIJ advocaten has entered into a cooperation agreement, or directors of the professional corporations and companies through which certain legal professionals perform their services, are excluded. Employees, persons and directors held liable, may at all times invoke the provisions of these general terms and conditions for their own benefit as third-party beneficiaries of these clauses.
9. Professional fees shall be calculated on the basis of the number of hours worked, multiplied by the relevant hourly rates as determined by WIJ advocaten. The fees of the persons working at WIJ advocaten may vary according to their experience, specialist expertise and the nature of the assignment. WIJ advocaten is entitled to a periodical adjustment of the fees applied. All external costs made by WIJ advocaten in the course of carrying out an assignment shall be charged separately without surcharge. All amounts to be mentioned exclude value added tax.
10. Hours worked and external costs will normally be invoiced on a monthly basis. Invoices must be paid within 14 days of the date of the invoice. In the event of late payment, WIJ advocaten is entitled to charge statutory interest as well as the costs related to the collection of the invoice.
11. The client indemnifies and holds WIJ advocaten harmless from and against all third party claims, including legal costs, arising in whatsoever matter from the activities carried out for the client, unless those claims result from gross negligence or willful misconduct by WIJ advocaten.
12. At the risk of forfeiting all rights, a claim for damages must be submitted within a period of two years after the client (or, in case these are not one and the same, the aggrieved party) is aware of the damage and suspects or should suspect WIJ advocaten may be liable for such damage.
13. For the duration of seven years after closing a case, the file concerned shall be stored in the archive of WIJ advocaten, after which it shall be destroyed without further notice.
14. WIJ advocaten is entitled to process the clients (personal) data in accordance with the terms of WIJ advocaten's privacy statement, published on www.wijadvocaten.nl.
15. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version and its interpretation under Dutch law are binding.
16. The relationship between the client and WIJ advocaten is exclusively governed by Dutch law. Any complaints arising out of the aforementioned relationship can be brought to the attention of WIJ advocaten's complaints officer, in accordance with the complaints procedure published on the website. The Courts of Amsterdam, the Netherlands, shall have exclusive jurisdiction over any dispute which may arise between the client and WIJ advocaten and which could not be solved agreement.