

General Terms and Conditions Vondst Advocaten

1. Vondst Advocaten N.V. ("Vondst") is a Dutch public limited liability company aimed at practicing a law firm. A list of the lawyers associated with the firm and of the persons/legal entities which are (indirectly or not) shareholder in Vondst (and which have the quality of "partner" of Vondst) will be forwarded at request.
2. These general terms and conditions apply to all instructions committed to Vondst, including any follow-up instructions or supplementary instructions.
3. All the instructions accepted by Vondst result into an agreement for professional services (*overeenkomst van opdracht*) between Vondst and the client exclusively, also in the event the agreement is concluded in view of performance by a specific lawyer. The applicability of Articles 7:404 and 7:407 Dutch Civil Code is excluded.
4. When carrying out the instructions committed to it and when selecting any third parties to be engaged by it, Vondst will observe due care. Any liability of Vondst for any failures of such third parties is excluded. Vondst is entitled to accept on behalf of the client any limitations of liability that a third party may stipulate.
5. If the performance of an order by Vondst results into liability, such liability will always be limited to the sum paid out in such event under the applicable liability insurance of Vondst. If for any reason whatsoever no payment takes place under said insurance, any liability will be limited to the sum paid to Vondst by the client by reason of the instructions, or part thereof, under which such liability has arisen, up to a maximum of € 100,000.=. The overall liability of Vondst by reason of attributable failure in the performance of its obligations vis-à-vis the client is limited to compensation of direct damage. Any liability for indirect damage, including consequential damage, loss of profits, loss of business opportunities and loss due to business stagnation, is excluded. Without prejudice to the provisions of Article 6:89 of the Dutch Civil Code any entitlement to damages lapses in any case twelve months after the harmful event which such losses directly or indirectly result from and which Vondst is liable for.
6. The client authorises Vondst and all persons working on behalf of Vondst to communicate via unsecured electronic means, including email, fax and telephone, except where agreed otherwise in writing and on beforehand. Vondst shall never be liable for any transmission errors not to be attributed to it. If upon rendering the services use is made of transmission through datalines, the Internet and / or through any other computer, telephone or other networks accessible to the public or third parties, the confidentiality of such transmission is usually not guaranteed and Vondst is not liable for any damage incurred by the client as a result of third parties gaining access to the information addressed to the client or as a result of the unauthorized disclosure of said information by third parties.
7. Save explicit and written stipulation to the contrary the fees of lawyers of Vondst are paid out on the basis of fixed hourly rates, which are determined annually by Vondst for each lawyer associated with the firm. Disbursements and other direct expenses will be charged to the client at cost price.
8. Fees, disbursements and other costs charged on to the client will be invoiced in principle by means of interim monthly invoices. This does not prejudice the possibility that interim invoices are sent to the client at other times for services already rendered or expenses already made, as well as the possibility of asking the client to pay an advance in respect of fees and disbursements it will be due, or expenses which are made on its behalf. Any advances paid will be set off against the final invoice.
9. Payment of invoices should be made within the time-limit stated in the invoice or lacking such time-limit within thirty days following the date of invoice. If payment is not received within the applicable time-limit, then the client is deemed to be in default without any further notice of default. In case of a failure to pay on the part of the client, he shall be liable for interest for late payment over the outstanding amounts due of not less than 1% per month
10. These general terms and conditions are not only stipulated for the sake of Vondst, but also for the sake of:
 - all the lawyers and other staff-members working for it;
 - "partners" (as referred to above), shareholders and directors of Vondst;
 - all the persons who are involved in the performance by Vondst of any order.
11. Vondst is the controller regarding the personal data processing related to its services. Vondst processes personal data in accordance with its Privacy Statement (<http://www.vondst.com/homepage/contact-us/>).
12. The legal relationship between client and Vondst is governed by Dutch law. The District Court in Amsterdam has exclusive jurisdiction to take cognizance of all and any disputes between the client and Vondst on the understanding that Vondst will stay competent to bring an action against the client before a court which would have jurisdiction without the choice of forum above to take cognizance of any disputes between the client and Vondst.

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