

GENERAL TERMS AND CONDITIONS VESTIUS ADVOCATEN

1. Vestius Advocaten B.V. is a limited liability company (besloten vennootschap) established under Dutch law for the purpose of carrying on a law practice.
2. In these General Terms and Conditions, 'Vestius' means Vestius Advocaten B.V. A 'partner' is a person who holds a share in Vestius directly or indirectly. A 'third party' is anyone other than Vestius with which a legal relationship (rechtsbetrekking) within the meaning of Articles 3 and 4 exists or is alleged.
3. These General Terms and Conditions apply to any instructions (opdracht) including any subsequent, amended or additional instructions given to Vestius, any partner or any employee of Vestius, and to any legal relationship that arises as a result thereof or in connection therewith.
4. These General Terms and Conditions are applicable to any legal relationship that arises as a result of or in connection with the use of any website maintained by Vestius.
5. These General Terms and Conditions are applicable to any legal relationship that is created when advice ensuing from any legal relationship described in Articles 3 and 4 is relied upon, whether or not pursuant to these General Terms and Conditions.
6. These General Terms and Conditions apply to any third party that is involved in the implementation of any instructions, whether or not in the service of Vestius, or is or may be liable in connection therewith.
7. Instructions are accepted by and on behalf of Vestius only, even where the expressed or implied intention is for such instructions to be carried out by a specific person. Notwithstanding Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code, even where instructions are given with a view to their being carried out by a specific person, no partner and no other individual who takes instructions for or on behalf of Vestius, whether employed by Vestius or not, is personally obliged or liable to implement such instructions and the death of any such partner or other individual does not terminate the instructions, even if they are given to a specific person.
8. Instructions are carried out exclusively for the benefit of the client that requests them. Unless Vestius expressly consents in writing, no one other than the client may rely on or has any rights in connection with the results of such instructions or the manner in which they are carried out.
9. While carrying out instructions, Vestius will take appropriate measures to preserve the confidentiality of the client relationship. Nevertheless, the following applies to such instructions, unless the parties expressly agree otherwise. (i) The client consents to have all information available to Vestius distributed to all those within the Vestius organization for whom it is useful to have such information in connection with the performance of the instructions or the administration of the relationship with the client. (ii) The client consents to the use of any method of communication customarily used at that time, including the Internet.
10. Vestius will exercise due care when hiring third parties and will consult with the client about the selection of a third party, other than for the assistance of local counsel (procureursbijstand) or bailiffs (deurwaardersbijstand), if it is customary and reasonable in the context of the client relationship to do so. Vestius is authorized to agree to any term or condition that is applicable to the relationship between it and a third party or that is stated by a third party. In the relationship with the client, Vestius may rely on such terms and conditions in as much as they are related to the performance of the instructions by the third party. Under no circumstances may a client lodge direct claims against such third parties.
11. Unless the parties agree otherwise in writing, fees will be based on the time worked multiplied by the applicable rates as set and reviewed from time to time by Vestius. The applicable rates are available upon request at any time. Disbursements incurred on the client's behalf will be charged separately. All amounts stated are exclusive of value added tax.
12. As a rule, the client will be invoiced on a monthly basis for the instructions given. The term of payment is fourteen days from the date of the invoice. If payment is not made within that time, Vestius may, without further notice, exercise its right to charge and receive statutory interest. An advance payment may be requested at any time for services that have been or will be provided. Vestius has the right to suspend further performance of any instructions if an advance payment is not provided.
13. A client is obliged to pay for work carried out as a direct or indirect result of the receipt of funds in connection with instructions given, even if such work is caused by a third party.
14. Any liability arising from or in connection with any instructions is limited to the amount that is paid out for that event under the liability insurance coverage taken out by Vestius, plus the amount of the deductible (eigen risico) applicable to this insurance coverage. If, for any reason whatsoever, no benefits are payable under this insurance, liability is limited to two times the amount paid in the relevant calendar year by a client for the instructions given, subject to a maximum of EUR 100,000. Limitation or exclusion of liability within the meaning of this article does not apply to loss or damage resulting from deliberate recklessness or intentional misconduct on the part of Vestius.
15. Any legal relationship that arises from or in connection with a relationship within the meaning of Articles 3, 4 and 5 is governed by Dutch law. Any dispute arising from such a legal relationship is subject to the exclusive jurisdiction of the competent courts in Amsterdam. No claim may be made unless litigation is commenced in such a court within one year of discovery. In its capacity as claimant, Vestius has the option to submit a dispute to any court that has jurisdiction in the absence of this provision.
16. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the substance or intention of these General Terms and Conditions, only the Dutch version and its meaning within the jurisdiction of the Netherlands are binding. These General Terms and Conditions are registered with the District Court of Amsterdam.
17. Vestius Advocaten B.V., Amsterdam, is registered with the trade register in the Netherlands under no. 34126839.