

General Terms and Conditions Kaag Law Firm, with its registered office in Oegstgeest version 2016.01

1. In the following, Kaag Law Firm shall mean: the company under Dutch law with limited liability Kaag Advocatuur B.V.
2. These terms and conditions apply to all legal relationships between the client and (1) Kaag Law Firm and/or (2) the trust for third-party accounts Kaag Law Firm "Stichting Beheer Derdengelden Kaag Advocatuur" in Oegstgeest. In case a new version of these general conditions is issued, that new version will apply in stead of the old version.
3. All assignments are solely entrusted to Kaag Law Firm, and not to any other legal entity related to Kaag Law Firm nor to any natural person related to Kaag Law Firm, not even when the client requests to be represented by (a) certain natural person(s) or legal entity related to Kaag Law Firm. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply in the legal relationship with Kaag Law Firm. The term "natural person(s) related to Kaag Law Firm" include in any case employees, advisors, directors and shareholders of Kaag Law Firm.
4. Subject to the contrary agreed upon in writing, directors, shareholders, (intended) incorporators and partners of a legal entity or partnership are also deemed to be co-principals, in addition to the legal entity or partnership concerned. Each of the principals shares joint and several liability for the compliance with the obligations of the legal entity or partnership by or by whose order any assignment has been given to Kaag Law Firm. The fact that billing is effected to only one or several of the principals does not alter this.
5. If the client fails to (timely) provide the information and/or documents required for the execution of the assignment, or fails in any other way to enable Kaag Law Firm to execute the assignment or hinders the execution thereof; or if the client is in breach of its financial obligations or if it is reasonable to assume that it will do so in the future, Kaag Law Firm shall be entitled to suspend or terminate the assignment with immediate effect, without any obligation to pay compensation, refund retainers etc.
6. The liability of Kaag Law Firm for damages, for whatever reason, shall be limited to the extent for which Kaag Law Firm is covered by insurance in respect of those damages.
7. Kaag Law Firm shall not be liable for damages caused by shortcomings on the part of external experts or third parties engaged by Kaag Law Firm. Each instruction/assignment to Kaag Law Firm implies the client's acceptance of any conditions set forth by the external experts of third parties concerned with the purpose of limitation of liability. Kaag Law Firm is authorised to accept any liability limitation clauses of such third parties and external experts on the client's behalf.
8. Notice of liability must be preceded by a complaint submitted to the management of Kaag Law Firm. The complaint must be submitted promptly after the reasons for the complaint have or should reasonably have become clear to the client, in writing and stating grounds, failing which Kaag Law Firm shall not accept any liability. The right to hold Kaag Law Firm liable and the right to any compensation shall lapse if a notice of liability is not submitted, in writing, within one month of the timely written notification of the complaint.
9. The client holds Kaag Law Firm harmless against all claims from third parties, including reasonable costs of legal assistance, which are in any way connected with or the results of the work done by Kaag Law Firm in the performance of the assignment.
10. Kaag Law Firm shall retain sole and exclusive copyright to all documents and such prepared by it and/or supplied to the client or third parties.
11. The hourly rates of Kaag Law Firm will be updated yearly as per January 1st and during the year if professionals working on a case shift into another fee category due to developing experience.
12. If Kaag Law Firm commences its work on a retainer basis, the retainer will not be compensated with interim invoices, but only with the final invoice. A possible remainder of the retainer will be reimbursed without interest.
13. Payment must be made within the terms for payment indicated on the invoices and, if no such period is indicated, within fourteen days of the invoice date. Possible complaints about invoices must also be made within the terms for payment indicated on the invoice, in the absence whereof the right to complain lapses. In the absence of timely payment, the client is in default and is due the statutory interest ("wettelijke handelsrente") according to article 6:119a of the Dutch Civil Code. In case of non-payment after demand for payment, the extrajudicial collection costs in the amount of 15% of the amount payable will be due to Kaag Law Firm with a minimum of € 250,00 excluding VAT.
14. Amounts received by Kaag Law Firm from the client shall be deemed to compensate first the costs due, then the interest due, while the remainder will be deducted from the oldest invoice, regardless of the purpose stated by the client.
15. The client hereby irrevocably authorises Kaag Law Firm and the trust for third-party accounts "Stichting Beheer Derdengelden Kaag Advocatuur" to offset invoices relating to any matter that is being attended to by Kaag Law Firm on its behalf or on behalf of its group entity(ies) against available balances held by the trust.
16. The assignment and all resulting obligations are governed by the laws of the Netherlands. The district court of The Hague shall have sole jurisdiction as to all disputes relating thereto. The internal Kaag Law Firm Complaints and Dispute Regulation is applicable to every assignment.
17. All (direct or indirect) shareholders and employees of Kaag Law Firm may on its behalf invoke these general terms and conditions vis-a vis the client, including the limitations on liability. Any liability on the side Kaag Law Firm will only affect Kaag Law Firm but never their employees and partners.
18. These general terms and conditions are available in both Dutch and English. In the event these versions are conflicting, the Dutch tekst shall prevail.