

# General Terms and Conditions

## Bunders Lok Advocaten

### Clause 1

All professional services agreements shall be solely accepted and performed by the personal partnership (maatschap) Bunders Lok Advocaten, hereinafter to be called: "BLA". Each instruction to a representative or employee of BLA to perform any professional service shall be deemed to be given to BLA and, if accepted by an employee or representative of BLA, be accepted and performed by BLA. All instructions given to BLA may be performed by each of its attorneys at law. The effect of Section 7:404 of the Dutch Civil Code, which contains rules for the latter matter as well as the effect of Section 7:407 (2) of the DCC, which establishes several liability in cases where instructions are given to two or more persons are explicitly excluded.

### Clause 2

In case of liability of BLA in the performance of the instructions, this liability shall in each case be limited to the amount paid out in the case concerned under the liability insurance of BLA, plus the deductible that is for BLA's account under such insurance, increased by the applicable deductible. If in the case concerned no payment is made under the liability insurance of BLA and liability of BLA has been established such liability is limited to the amount equal to the fees charged by BLA in the case concerned over the last twelve months preceding the event that caused the liability.

### Clause 3

BLA is entitled in the performance of the instructions by the client to use the services of third parties and shall in the choice of such third parties to be engaged observe due care and attention. BLA is not liable for any shortcomings by such third parties and is entitled without any prior consultation with the client to accept on its own and the client's behalf any limitation of liability of such engaged third party.

### Clause 4

Upon the first request by BLA the client shall indemnify and hold harmless BLA and its auxiliary persons against any claim by third parties, including without limitation against any and all costs incurred by BLA in relation to such third party claim, who claim that they have suffered damages as a result of or in connection with the services provided by BLA on behalf of the client, except in cases of wilful intent or gross negligence (opzet en grove schuld) wilful recklessness on the part of BLA.

#### **Clause 5**

Should in the communication between the client and BLA electronic techniques be used, including without limitation communication through the Internet or by e-mail, the client will bear the risk of transfer of viruses or comparable malfunctioning software as well as of the incomplete or incorrect receipt of any message through such electronic communication. In addition no message is deemed to have reached BLA, until the person of BLA who performs the services for the client has actually took notice of the message. The client is obligated to verify whether or not the message has actually and in full reached the addressed person.

#### **Clause 6**

Any changes in the authority of the client or its representatives shall only bind BLA, notwithstanding any notification in public registers, as soon as BLA has been notified of such change in writing by the client.

#### **Clause 7**

Each claim or other entitlement based on whatever reason against BLA as a result of or in connection with the duties performed by BLA on behalf of the client shall cease to exist after one year has passed after the moment such party had known or reasonably could have known with the existence of such claim or entitlement.

#### **Clause 8**

For payment of invoices of BLA a period is due of fourteen calendar days after the date of the invoice. The total amount in the currency as mentioned in the invoice of BLA must be received by BLA within said period, without any deduction or set off. BLA is entitled to set off monies received on behalf of or from the client, whether in escrow or not, in payment of whatever the client owes BLA. All judicial and extrajudicial costs, including reasonable attorney's fees in addition to nominal costs awarded by the court, connected with the collection of outstanding amounts – with a minimum of 15% over and above the amount collected – shall be for the client's account.

#### **Clause 9**

The Complaint Procedure of BLA applies to all services provided by BLA's attorneys. See [www.bunderslok.com](http://www.bunderslok.com).

#### **Clause 10**

Not only BLA but also all natural and legal persons, including Stichting Beheer Derdengelden Bunders Lok and its board members, who are involved in the execution of any assignment from the client, can invoke these general conditions. The clauses in these general terms and conditions have also been made for the benefit of those who are or have been working for BLA.

#### **Clause 11**

These terms and conditions do not limit in any way the rights or entitlements due to BLA under applicable law.

#### **Clause 12**

These terms and conditions are applicable to all agreements between BLA and the client and are governed by the law of The Netherlands. All disputes shall be settled exclusively by the competent court of Amsterdam, The Netherlands.

#### **Clause 13**

The client provides BLA in the context of the execution of the assignment his personal details and, if necessary, of other parties involved with the client. The client hereby authorizes BLA to process his personal data and ensures that those involved with the client also give their consent. Client indemnifies BLA for all damages and costs that BLA may suffer due to the lack of consent by the parties involved to process. BLA processes the personal data solely for the purpose of performing the assignment and in accordance with said permission, or at least, in the absence of permission, on the basis of a legal obligation and/or a legitimate interest of BLA. Within this purpose, BLA may provide the personal data to third parties engaged by or on behalf of BLA for the performance of the assignment. BLA will take appropriate organizational and technical measures to protect the personal data of the client. The personal data will be stored carefully and as long as retention is required or legally required and in any case for the duration of which BLA is obliged to retain it on the basis of the Lawyers Act (Advocatenwet).

#### **Clause 14**

These terms and conditions have been drawn up in different languages. The Dutch text is binding for the interpretation.