

PlasBossinade

advocaten notarissen

General Terms and Conditions PlasBossinade Advocaten N.V.

1. All instructions, including modifications and additions thereto, are accepted and carried out exclusively by PlasBossinade Advocaten N.V. (hereinafter: PlasBossinade Advocaten), even if and insofar as an assignment has been provided with a view to one or more specific persons, and furthermore exclusively for and on behalf of the client. The effect of statutory provisions with another meaning, amongst which the articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (Nederlands Burgerlijk Wetboek), is excluded.
2. The client cannot enforce any claims against individual former and present natural persons or legal entities associated with PlasBossinade Advocaten, including in any case its former and present directors, partners/shareholders and their directors, employees and advisers, group companies and participating interests, as well as the heirs of the above mentioned natural persons and legal entities. All these persons, as well as legal successors of PlasBossinade Advocaten, are entitled to rely upon these General Terms and Conditions. Third parties cannot derive any rights nor enforce any claims whatsoever on account of activities carried out by PlasBossinade Advocaten.
3. PlasBossinade Advocaten may engage third parties in respect to the performance of the instruction. PlasBossinade Advocaten is in no way liable for shortcomings of these third parties. PlasBossinade Advocaten is authorised by and/or vis à vis its client to accept any possible limitations of liability of third parties.
4. Except to the extent that liability cannot be limited under Dutch law, any liability of PlasBossinade Advocaten shall be limited to the amount paid under its liability insurance(s) in the matter in question, increased by the deductible borne by PlasBossinade Advocaten under the policy conditions concerned. Upon request, further information can be obtained with respect to PlasBossinade Advocaten's liability insurances coverage and conditions. In the event that and insofar as no payment is made under the terms of a liability insurance, for whatever reason, each liability shall be limited to an amount of 100,000 euro or, if the fee charged by PlasBossinade Advocaten in the matter in question exceeds this amount, to the amount of this fee with a maximum of 200,000 euro.
5. Any and all claims against PlasBossinade Advocaten lapse in case they have not been notified to PlasBossinade Advocaten in writing and supported by reasons within one year after the client knows or reasonably should have known the facts upon which the claim is based and with the liability of PlasBossinade Advocaten. Any and all claims against PlasBossinade Advocaten in any case become null and void after expiry of five years counting from the date of the last invoice for the relevant assignment.
6. Unless explicitly agreed otherwise, the fees to be charged by PlasBossinade Advocaten to its clients shall be calculated on the basis of the number of hours spent, multiplied by the hourly rates to be determined by PlasBossinade Advocaten from time to time. Upon request, notification will be given of the hourly rates applicable at a certain moment. Disbursements paid by PlasBossinade Advocaten on behalf of its clients shall be charged separately. Furthermore PlasBossinade Advocaten is entitled to charge a percentage, to be determined from time to time, of the calculated fees to cover general office expenses.
7. PlasBossinade Advocaten may at all times request an advance payment for activities performed or to be performed and may suspend its activities for as long a charged advance payment has not been paid.

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8. The invoices to be sent by PlasBossinade Advocaten must be paid within fourteen days, free of deductions, discounts or setting-off, failing which the client is in default.

9. PlasBossinade Advocaten will preserve confidentiality as appropriate in the relationship with its clients. Nevertheless details of clients may be used within PlasBossinade Advocaten in relation to the auditing of its internal processes and possible conflicts of interest, as well as in relation to the fulfillment of the instruction and client relationship management.

10. PlasBossinade Advocaten and the foundation Stichting Beheer Derdengelden PlasBossinade Advocaten N.V. (hereinafter: the Foundation) may hold monies of clients or third parties in the framework of instructions. PlasBossinade Advocaten and the Foundation cannot be held liable in any way in case the bank where such monies have been deposited fails to meet its obligations. PlasBossinade Advocaten and/or the Foundation are entitled to charge the beneficiary of the monies in deposit any interest that is charged by the bank where such monies are kept, or to deduct such interest charge from the deposit.

11. Pursuant to applicable legislation PlasBossinade Advocaten is obliged to verify the identity of its clients and to report unusual transactions to the authorities in certain circumstances. By providing PlasBossinade Advocaten with an instruction the client gives his permission to this respect, in so far this is necessary.

12. An internal complaints procedure is applicable to the service of PlasBossinade Advocaten. This office complaints procedure will be sent to the client on demand and can also be found on the website of PlasBossinade Advocaten.

13. The legal relationship between PlasBossinade Advocaten and its clients shall exclusively be governed by the laws of the Netherlands. Exclusively the court in Groningen, the Netherlands, shall in first instance be competent to hear all disputes relating to or in connection with this legal relationship. In case PlasBossinade Advocaten is the claiming party, PlasBossinade Advocaten may also choose to start proceedings at a court that would be competent without this provision.

14. These General Terms and Conditions have been drawn up in the Dutch and in the English languages. In the event of a dispute regarding the contents or interpretation of these General Terms and Conditions, the Dutch text shall prevail.

These general terms and conditions of PlasBossinade Advocaten are filed at the Office of the Court in Groningen under number 12/17.

PlasBossinade Advocaten N.V. is established in Groningen and is registered in the Trade Register under no. 01144514.