

General terms and conditions of HDK Attorneys at Law

HDK Attorneys at Law is a partnership for the purpose of providing legal services in the broadest sense of the words.

All assignments between the client and HDK Attorneys at Law, this including supplementary assignments and follow-up assignments, shall be subject to these general terms and Conditions.

All assignments shall be accepted and executed by HDK Attorneys at Law, also if and in so far as it is the express or tacit intention that an assignment is to be executed by a certain person. The applicability of sections Articles 404 (which relates to the situation where it is the client's intention that an instruction be carried out by a specific person) and 407(2) (which imposes a joint and several liability where an instruction is given to two or more persons) of Book 7 of the Dutch Civil Code is expressly excluded.

HDK Attorneys at Law shall be at liberty to have assignments awarded under its responsibility executed by persons who are affiliated to it, and/or, in the event HDK Attorneys at Law deems such necessary, by engaging the services of third parties. HDK Attorneys at Law shall, in the execution of the assignments awarded to it and at the selection by it of third parties to be engaged, observe the duty of due care which may reasonably be expected of it under the given circumstances. HDK Attorneys at Law shall not be liable for a shortcoming or unlawful act of an engaged third party.

HDK Attorneys at Law, as well as all the persons whose services are engaged in the executing of an assignment, may invoke these general terms and conditions. In the event that, in the carrying out of its assignment, HDK Attorneys at Law should engage the services of third parties, the client shall now for then accept all limitations of liability invoked vis-à-vis HDK Attorneys at Law by such third parties.

Any liability of HDK Attorneys at Law is limited to the amount paid out under its professional liability insurance policy, increased by the amount of the deductible that is not for the account of the insurers under the policy terms and conditions.

If for whatever reason no payment by virtue of the insurance referred to above should be made, each liability shall be limited to the fee charged by HDK Attorneys at Law in the case concerned in the year concerned, exclusive of VAT and disbursements.

Without prejudice to that determined in section 6:89 of the Dutch Civil Code, the right of the client to damages shall lapse in all events one year after the date of the event from which the damages arose directly or indirectly and for which HDK Attorneys at Law is liable.

The client indemnifies HDK Attorneys at Law against all claims of third parties as well as against all additional costs, that bear relation to services provided by of HDK Attorneys at Law to the client.

Unless otherwise agreed upon, HDK Attorneys at Law will send an invoice on a monthly basis which will include its (from time to time by HDK Attorneys at Law to be adjusted) fee increased with (i) disbursements and (ii) in case applicable, VAT. A breakdown of the activities performed will be sent along with the invoice.

A 14-day term will apply to the payment of fee statements. If payment is not fully made on the expiry of this term, the client will be in default, without any notice of default being required, and HDK Attorneys at Law will be entitled to charge interest at the statutory rate and take the measures it deems necessary to have the outstanding fee statement paid.

The client is liable for any and all costs related to a certain assignment. At request of HDK Attorneys at Law, the client will pay these costs promptly. These costs may include costs by lawyers in other jurisdictions, experts, translators, couriers, process-servers, court fees etc.

HDK Attorneys at Law is the controller regarding the personal data processing related to its services. HDK Attorneys at Law processes personal data in accordance with its Privacy Statement (<http://www.hdkadvocaten.nl/wp-content/uploads/2018/06/Privacy-statement.pdf>).

These general terms and conditions have been drawn up in the Dutch and English languages. The Dutch text is binding.

The legal relationship between HDK Attorneys at Law and the client shall be governed by the laws of the Netherlands. Disputes shall exclusively be settled by the competent Dutch Court at Amsterdam.

The general terms and conditions of HDK Attorneys at Law have been deposited at the Chamber of Commerce at Amsterdam under number 59187891.

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