



## ELEMENT ADVOCATEN GENERAL TERMS AND CONDITIONS

1. ELEMENT Advocaten is a firm consisting of private limited liability companies and natural persons, with its object being the practice of law. These General Terms and Conditions apply to all assignments, any subsequent assignments and all other work accepted by ELEMENT Advocaten.
2. Setting aside Article 7:404 and Article 7:407(2) of the Dutch Civil Code, all assignments are exclusively accepted and performed by ELEMENT Advocaten, even if an assignment is tacitly or explicitly intended to be performed by a specific person.
3. The assignment given will be performed solely for the client's benefit. Third parties can derive no rights from the content of the work performed. The client indemnifies ELEMENT Advocaten against any and all claims by third parties, including costs of legal assistance, which in any way relate to or ensue from the client's assignment or the ensuing work.
4. Under the applicable laws, including the Dutch Anti-Money Laundering and Anti-Terrorist Financing Act (*Wet betreffende de voorkoming van Witwassen en Financiering van Terrorisme*), ELEMENT Advocaten is obliged to verify its client's identity and to report specific unusual transactions to the authorities. By giving an assignment to ELEMENT Advocaten, the client confirms that it is aware of this obligation and gives its permission regarding this to the extent necessary.
5. Unless otherwise agreed in writing, the fee, plus disbursements and turnover tax, will be determined using the hours worked multiplied by the applicable rates as periodically fixed by ELEMENT Advocaten.
6. Invoices from ELEMENT Advocaten must be paid within 14 days of the date of the invoice. If payment is not made within this period, the client will be in default by operation of law and will owe default interest equal to the current statutory interest rate. If ELEMENT Advocaten takes collection measures against the client that is in default, the costs of such collection – with a minimum of 10% of the outstanding invoice – will be borne by the client. The client is not entitled to suspend or set off payment.
7. Any and all liability of ELEMENT Advocaten is limited to the sum paid in the case concerned under its professional liability insurance, plus the amount of the excess not paid by the insurer according to the policy conditions.
8. If and to the extent that, for whatever reason, no payment is made pursuant to the professional liability insurance referred to, the aforementioned liability is limited to EUR 10,000 or, if the fee charged by ELEMENT Advocaten for the performance of the relevant assignment is higher, to the amount of that fee with a maximum of EUR 25,000; the liability referred to is limited to EUR 5,000 for third parties.

9. If any harm is inflicted on persons or goods as a result of or in connection with the performance of a client's assignment or otherwise for which ELEMENT Advocaten is liable, such liability will be limited to the amount or amounts that may be claimed under the general liability insurance taken out by ELEMENT Advocaten, including the excess payable by ELEMENT Advocaten in connection with that insurance.

10. If, in consultation with the client, ELEMENT Advocaten engages a third party in the performance of an assignment, ELEMENT Advocaten is not liable to the client for any errors or shortcomings of this third party. The client authorises ELEMENT Advocaten to accept on the client's behalf any limitations of liability stipulated by third parties.

11. The applicability of any general terms and conditions to which the client may refer is explicitly excluded.

12. If the client provides third parties with the content of the work that ELEMENT Advocaten has performed for the client, the client is obliged in respect of ELEMENT Advocaten to point out to the third party that this work was performed subject to the application of these General Terms and Conditions. If a third party uses the content of that work in any way, the third party is bound by the contents of these General Terms and Conditions.

13. These Terms and Conditions are stipulated partly for the partners, as well as, to the extent that these partners are legal entities, the shareholders and directors of those legal entities, as well as the other persons working for and also on behalf of the firm, without prejudice to the provisions of Article 2. The indemnifications included in Articles 3 and 10 apply directly to them. Without prejudice to the provisions of Article 2, the client may never hold them liable, with the exception of intent or wilful recklessness. Furthermore, the limitation and exclusions of liability and indemnifications included in these Terms and Conditions also apply to any and all of the client's non-contractual claims against the firm, to the extent that these relate to the performance of an assignment by the firm.

14. These General Terms and Conditions are written in the Dutch language. In the event of a difference in interpretation between a client with a different language background, on the basis of their comprehension of language, and the Dutch text of these Terms and Conditions, the Dutch text of these Terms and Conditions will be binding.

15. The agreement between the client and ELEMENT Advocaten is governed by the laws of the Netherlands. ELEMENT Advocaten participates in the Klachten- en Geschillenregeling Advocatuur (Complaints and Disputes Settlement Scheme for the Legal Profession), which may be consulted at the Dutch Foundation for Consumer Complaints Boards, [www.degeschillencommissie.nl/english/](http://www.degeschillencommissie.nl/english/). This disputes settlement scheme is applicable to all disputes the Dispute Resolution Committee for the Legal Profession is authorized to take cognizance of. All other disputes will be settled exclusively by the competent court in 's-Hertogenbosch, the Netherlands.

ELEMENT Advocaten has its registered office in Eindhoven, the Netherlands, and is registered in the trade register under number 56675569. These General Terms and Conditions may also be found via [www.element-advocaten.nl](http://www.element-advocaten.nl).

V 0.2 Januari 2015