

General terms and conditions Advocatenkantoor Nuijten

1. These general terms and conditions shall apply to all services of Advocatenkantoor Nuijten.
2. While setting aside articles 7:404, 7:409 and 7:422 paragraph 1 under b of the Civil Code, all assignments shall only be accepted and carried out by Advocatenkantoor Nuijten.
3. Advocatenkantoor Nuijten is a company fulfilling the requirements set thereto by the Netherlands Bar.
4. These general terms and conditions shall also serve for the benefit of the directors, as well as for the persons employed for the company.
5. Any liability of Advocatenkantoor Nuijten shall be limited to the amount that by reason of its liability insurance would be paid out in the matter in question, increased by the amount of any policy excess not payable by the insurers in accordance with the policy conditions. In case and insofar as, for whatever reason, payment does not take place by reason of the liability insurance, liability shall be limited to the maximum of the amount of the declaration(s) in the matter in question.
6. Upon calling in third parties Advocatenkantoor Nuijten shall, if this is reasonably possible, consult beforehand with its principal, and at any rate exercise due care in selecting third parties. Advocatenkantoor Nuijten shall not be liable for shortcomings of these third parties. The principal agrees to Advocatenkantoor Nuijten accepting stipulations limiting the liability of third parties on behalf of principal.
7. Advocatenkantoor Nuijten shall only commence or continue its activities for principal after principal shall have paid an advance or where appropriate, shall have furnished security. The level thereof shall in reasonableness be determined by Advocatenkantoor Nuijten.
8. Unless otherwise agreed on in writing, the fee that principal is to pay to Advocatenkantoor Nuijten shall be calculated on the basis of the number of hours spent multiplied by the hourly rates to be determined annually by Advocatenkantoor Nuijten and increased by V.A.T. Costs that Advocatenkantoor Nuijten pays to third parties on behalf of principals shall be charged separately. A 7% percentage of the fee shall be charged by way of reimbursement of all general office costs. General office costs do not only include costs such as paper, postage, telephone, fax, copying and E-mail costs, but also all other costs related to the provision of service in a case, as well as all costs arising from the National Bar's Bookkeeping Regulations.
9. Monies on deposit will preferably be refunded by giro. External courier services will be charged for cash refunds.
10. In accordance with the Administration and Financial Integrity Regulations of the National Bar Association of the Netherlands, Advocatenkantoor Nuijten is obliged to notify the Dean of the National Bar Association if it makes or accepts cash payments of EUR 5.000 or more. This obligation does not apply in respect of payments made or received by bank transfer.
11. Unless otherwise immediately agreed on Advocatenkantoor Nuijten shall send a declaration for its activities once every month. Declarations are to be paid within fourteen days after date of invoice, in the absence of which the activities may be suspended and legal interest may be charged. Collection charges shall be borne by principal.
12. On termination of its activities for principal Advocatenkantoor Nuijten shall return the documents and any legal documents originating from this principal by surface mail and place the file into the archives. It reserves the right to destroy archived files 5 years after archiving with due observance of the regulations applicable to that effect. Court documents in criminal proceedings received from a judicial authority shall either be returned forthwith after termination of the case to that authority or destroyed.
13. On request Advocatenkantoor Nuijten will provide a client satisfaction survey form.
14. Advocatenkantoor Nuijten has office complaint regulations. The regulations also state where to submit the complaint (the dispute), in case the complaint had not been dealt with to the entire satisfaction of the client.
15. The legal relationship between Advocatenkantoor Nuijten and its principals shall be governed by Dutch law. All disputes arising from that legal relationship shall only be settled by the competent court in Haarlem.
16. These general terms and conditions are filed with the Chamber of Commerce in Amsterdam.