

General Terms and Conditions

1. Meijer Advocaten en Belastingadviseurs B.V. ("the Company") is a private limited liability company incorporated and existing under Netherlands law, with its registered office in The Hague and listed in the Chamber of Commerce under number 27196551. The Company is engaged in the practice of law, mediation, and tax consultancy.
2. All assignments, whether they be given to the Company directly, or individual employees of the Company, are accepted and executed solely by or on behalf of the Company. Sections 7:404 and 7:407(2) Dutch Civil Code do not apply.
3. These General Terms and Conditions are applicable to all assignments, offers and/or agreements between the Company and its clients and are also stipulated for the benefit of the lawyers that are or have been employed by the Company, including their heirs, and to other persons or legal entities that have been involved in the provision of services.
4. The Company may, if necessary within the context of an assignment, disclose information about its clients to third parties, subject to its lawyer-client privilege and its duty of confidentiality.
5. The Company may hire the services of third parties in the execution of an assignment. The Company shall not be liable for any shortcoming on the part of these third parties. The Company may accept limitations of liability stipulated by third parties in the name of the client.
6. The Company may invoke its lawyer-client privilege and its duty of confidentiality, irrespective of the position adopted by client in that respect.
7. The Company's liability, unless resulting from intent or gross negligence, shall be limited to the cover provided under the professional liability insurance policy or policies in respect of event concerned, plus the amount of the deductible under the applicable terms of the insurance contracts in respect of the event concerned. Information about the policy terms will be provided upon request.
8. Client agrees to indemnify and hold harmless the Company for and against any third-party claims for liability, including reasonable legal costs, related to or arising from services provided to client in any way, save in the event of intent or gross negligence on the part of the Company.
9. The Company does not accept any liability in the event that *Stichting Beheer Derdengelden* (client trust account foundation) is unable to pay client, for instance, but not restricted to, situations in which the banking institution where this foundation maintains one or more accounts is no longer able to comply with its obligations towards the foundation.
10. All fees are calculated on the basis of the agreed rates, or in the absence of such agreement, on the basis of the time spent by the Company on the assignment multiplied by the Company's hourly rate applicable to the service provided, plus a payment for office expenses. The Company reserves the right to revise the applicable hourly rates from time to time. Any disbursements paid by the Company for the benefit of client shall be billed separately. Value added tax will be charged on all amounts where applicable.
11. The Company reserves the right to ask client for payment on account. All payments on account will be set off with the (periodic) final invoice for the engagement.
12. All services are billed, in principle, on a monthly basis. All amounts are due within the period stipulated on the invoice. In the event of default, the Company may terminate the engagement, without prejudice to any of its other rights.
13. Provision of the services may be suspended if client is in default of any payment of an invoice or payment on account.
14. Failure to pay any amount due within the period stipulated in the invoice furthermore entitles the Company, in accordance with the Extrajudicial Collection Costs (Fees) Decree, to increase the full invoice amount with the collection costs. In addition, the Company may charge the statutory interest rate in the event of default.
15. The legal relationship between client and the Company is governed by Netherlands law. Any complaints arising further to this legal relationship may be submitted to the Company's Complaints Officer, in accordance with the Company's complaints procedure. If this does not result in a solution acceptable to both parties, the matter will be referred to the competent Dutch court.
16. These General Terms and Conditions are likewise applicable to additional and follow-up assignments. These Terms are drawn up in the Dutch language. If a version of these terms exist in a different language, the Dutch text will be leading in the event of any dispute as regards the content of purport thereof.
17. The Company reserves the right to amend or supplement these General Terms and Conditions. Client shall be notified in advance of any changes or supplements in writing.