



GENERAL CONDITIONS LUX ADVOCATEN

1. LUX Advocaten is a civil law partnership, existing of legal and/or natural persons. Upon request a list of partners will be sent.
2. All assignments are exclusively accepted and carried out by the partnership. This also applies if it is the explicit or implied intention that the assignment will be carried out by a certain person. The applicability of article 7:404 of the Civil Code, that provides for a legal provision in that case and article 7:407 par 2 Civil Code, that vests a several liability for matters where an assignment is given to two or more persons, is explicitly excluded.
3. Unless specifically agreed otherwise, the fees to be charged by LUX Advocaten to clients are based upon hours worked multiplied by the hourly rates determined by LUX Advocaten, increased by the agreed percentage for office costs and VAT.
LUX Advocaten shall separately charge costs that are not incorporated in its hourly fees to the client, including (but not limited to) court registry fees, bailiff costs, courier costs, translation costs, costs for (other) consulted third parties, etc. LUX Advocaten is entitled to adjust the fees periodical.
4. Both parties are entitled to terminate the assignment at their discretion. This does not affect any outstanding fees including the fee for already performed but not yet invoiced work and other costs such as disbursements, which have to be paid within the term of payment.
5. LUX Advocaten shall at all times be entitled to request advance payments for work to be carried out and expenses to be incurred. LUX Advocaten has the right to suspend or stop further implementation of client assignments if and as long as an advance payment is not provided. Unless specifically agreed otherwise, the advance payments shall be set off against the final invoice of the assignment. LUX Advocaten also has the right to set off the advance payments against invoices in other assignments from client.
6. LUX Advocaten is, for the fulfilment of its assignments, authorized to call upon the assistance of and instruct third parties on behalf of the client, such as bailiffs, research offices, the Land Registry, the Chamber of Commerce, etc. LUX Advocaten shall exercise due caution when deciding to engage third parties. LUX Advocaten shall, however, not be liable for any default or shortcomings on the part of such third parties. LUX Advocaten is authorized, without prior consultation, to accept liability limitations from such third parties on behalf of and/or at the expense of the client.
7. If during the performance of the services use is made of transmission through the internet and/or other electronic, telephone or other networks, public or accessible to third parties, the confidentiality of such transmissions is not ensured and LUX Advocaten is not liable for any damage which the client might incur as a result of third parties obtaining access to information intended for the client or as a result of unauthorized publication by third parties.
8. The combined amount of any liability of LUX Advocaten, the partners of the partnership and all those who perform, or have performed work for it, whether or not under employment agreement, will be limited in total to the amount that is paid under the professional liability insurance concluded by LUX Advocaten, increased by the amount of any deductible. Information on the insurance policy is available on request. LUX Advocaten shall never be liable for indirect or consequential damages (including loss of profits and emotional damage) of the client.
9. If, for whatever reason, no insurance payment is made at all, the combined liability of LUX Advocaten and the aforementioned person(s) shall be limited to the amount of fees invoiced by LUX Advocaten in connection with the assignment concerned (for longterm assignments limited to the fees over the 12 months period preceding the damage inflicting fact) and in any case subject to a maximum of € 20.000,-.
10. Any claims of clients are barred if these claims have not been made by written notice to LUX Advocaten within one year after the activities to which they are related have been performed.
11. Third parties can not derive rights from the work performed and from the ensuing results and the client will defend and hold LUX Advocaten harmless from any claim by third parties in relation therewith.
12. For the duration of five years after closing a case, the file concerned shall be stored in the archive of LUX Advocaten, after which it shall be destroyed without further notice.
13. LUX Advocaten keeps track of personal data in its client records.
14. LUX Advocaten is member of the Bar Association of the Netherlands. All our services are subject to a complaints procedure as made mandatory by the Bar Association of the Netherlands. This complaints procedure will be sent to the client upon request free of charge. If a complaint is not resolved after being handled in accordance with the complaints procedure, it may be submitted to the court specified in article 15.
15. The relationship between LUX Advocaten and its clients is governed exclusively by Dutch law. Only the courts of the Netherlands will have jurisdiction over any dispute which may arise between LUX Advocaten and a client.
16. These general conditions are also applicable to supplemental and further assignments of clients. In the event of any amendment of these conditions, the amended conditions shall apply to all new assignments as of the day of publication on the website www.lux-advocaten.nl. These conditions have been drawn up in Dutch and in English. The Dutch text is legally binding.