

General Terms and Conditions

1. Meijer Legal Advocatuur B.V. (hereinafter: the “Company”) is a private company with limited liability incorporated under Dutch law, established in The Hague and registered with the Dutch Chamber of Commerce under number 27196551. The Company operates a legal practice.
2. All assignments, whether addressed directly to the Company or to individual employees of the Company, are accepted and performed exclusively by or on behalf of the Company. Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code shall not apply.
3. These general terms and conditions apply to all assignments, quotations and/or agreements between the Company and its clients and are also made for the benefit of the lawyers working or having worked for the Company, including their possible heirs, as well as other legal or natural persons engaged in the execution of an assignment.
4. For the execution of an assignment, the Company may, without prejudice to its legal privilege and duty of confidentiality, provide data of or concerning the client to third parties if necessary.
5. The Company is entitled to engage third parties in the execution of an assignment. The Company shall not be liable for any shortcomings of such third parties. The Company is authorized to accept any limitations of liability of such third parties on behalf of the client.
6. The Company may invoke its legal privilege and duty of confidentiality regardless of the client's position in this respect.
7. Any liability of the Company, unless caused by intent or gross negligence, shall be limited to the amount paid out under the applicable professional liability insurance policy or policies in the relevant case, increased by the amount of the deductible applicable under the relevant policy conditions. Further information regarding the policy conditions will be provided upon request.
8. The client indemnifies the Company against all third-party claims, including reasonable legal costs, which in any way relate to or arise from the work performed for the client, except in cases of intent or gross negligence on the part of the Company.
9. The Company accepts no liability in the event that the Foundation for the Management of Third-Party Funds is unable to make payment to the client, for example, but not limited to, because the banking institution where the foundation holds one or more accounts fails to meet its obligations towards the foundation.
10. Fees payable to the Company shall be calculated on the basis of the agreed rate or, in the absence thereof, on the basis of the time spent by the Company on the assignment multiplied by the hourly rate deemed applicable by the Company, increased by a percentage surcharge for office expenses. The Company may adjust the applicable hourly rates from time to time. Disbursements incurred by the Company on behalf of the client shall be charged separately. Where applicable, all amounts shall be increased with VAT.
11. The Company is at all times entitled to request an advance payment from the client. Any advance payment received shall be set off against the final invoice or periodic final invoices relating to the assignment.