

Limited company

1. Oranjekom Advocaten is a limited company under Dutch law, established in Bloemendaal and registered with the Chamber of Commerce for Amsterdam under number 69242011.

Applicability

2. These General Conditions apply to all assignments given or to be given to or on behalf of Oranjekom Advocaten and to all legal relationships of Oranjekom Advocaten with third parties. The applicability of the client's general conditions is explicitly excluded. All other parties beside Oranjekom Advocaten that are involved in the performance of the assignment can invoke these Conditions.

Assignment

3. All assignments, whether directly to Oranjekom Advocaten, or indirectly to individual staff members, can exclusively be accepted and performed by or on behalf of Oranjekom Advocaten. The Sections 7:404 and 7:407 article 2 of the Dutch Civil Code are not applicable.

Liability

4. The liability of Oranjekom Advocaten is limited to the amount to which it is entitled in such case under the professional liability insurance taken out, increased by the amount of the own risk under such insurance.

5. Oranjekom Advocaten is insured up to an amount of € 1.000.000,- per event of loss. Upon request further information about the insurance policy will be provided.

6. If and to the extent that no payment is made under said insurance for any reason whatsoever, each liability of Oranjekom Advocaten is limited to an amount of € 10.000,- per assignment or, if the charged fees for the assignment concerned are higher, up to the amount of these fees, but not exceeding € 25.000,-.

7. The client will indemnify Oranjekom Advocaten against all claims of third parties, the costs of legal representation included, which in one way or another are connected with or derive from the work performed for the client, except in case of intent or gross neglect by Oranjekom Advocaten.

8. The stay of the client, member, however named, at the office and parking spot of Oranjekom Advocaten, as well as the use of the WiFi network, are entirely at own risk.

Involvement of third parties

9. In their performance Oranjekom Advocaten is entitled to involve third parties. Oranjekom Advocaten will exercise due care in engaging these parties, however, Oranjekom Advocaten is not responsible for any damage caused by negligence of third parties. The client authorises Oranjekom Advocaten to accept possible limitations of liability of third parties on client's behalf.

Fees

10. Fees will be agreed upon with client before the assignment commences. The hourly rate will be adjusted by Oranjekom Advocaten on 1st of January of every year.

11. The work performed will be invoiced at periodic intervals upon which payment is due within 14 days after the date of the invoice. The client will be charged with the work performed times the agreed fee. The invoice specifies the disbursements, fees and costs of third-parties and office expenses. Prior to accepting and/or commencing an assignment, Oranjekom Advocaten is entitled to require an (advance) payment.

12. Oranjekom Advocaten and the association for third-party accounts shall be entitled to settle monies received for or from the principal for payment of the amounts owed by the principal to Oranjekom Advocaten.

Registration, confidentiality and ICT

13. Based upon the current Dutch law 'Wet persoonsgegevens' professional use of client data is allowed without notification of the client. Furthermore, client data will be used in new cases for checking on any conflicting interest. The client agrees to electronic data exchange (internet and e-mail) and realizes that despite all safety precautions taken by Oranjekom Advocaten, no absolute certainty can be given against consultation by unauthorized persons.

Complaints and procedures

14. Oranjekom Advocaten has an in-house complaints procedure, which applies to all assignments given or to be given to or on behalf of Oranjekom Advocaten and to all legal relationships of Oranjekom Advocaten with clients. This complaints procedure is published on the website of Oranjekom. Alternatively, a copy will be sent upon request. Oranjekom Advocaten will handle every complaint received from a client in accordance with the complaints procedure. Complaints that cannot be resolved in accordance with the complaints procedure can be submitted to the competent court of the Court district Noord-Holland.

Applicable law, jurisdiction

15. The legal relationship between Oranjekom Advocaten and the principal shall be governed by Dutch law. Any disputes arising under such relationship shall exclusively be decided by the competent court of the Court district Noord-Holland.