



LEOPOLD MEIJNEN OOSTERBAAN
ADVOCATEN

LEOPOLD MEIJNEN OOSTERBAAN – GENERAL TERMS AND CONDITIONS

1. General

Leopold Meijnen Oosterbaan advocaten, a firm of independent law practices, based in Amsterdam and hereinafter called “the firm” consists of the corporation Leopold Law Office B.V., the natural person Q.J.A. Meijnen, and the corporation O.D. Oosterbaan B.V., who each run their own law practice at their own expense and risk.

2. Assignments

- 2.1 All assignments are exclusively given to and accepted by the practicing attorney, after which the agreement of the assignment is then established.
- 2.2 Assignments will be accepted with the exclusion of the provisions of Article 7:404 and Article 7:407 Section 2 of the Dutch Civil Code.
- 2.3 Client agrees that in order to carry out assignments the attorney of record can hire one or more attorneys connected to the firm and/or third parties. The attorney or record is authorized to accept on behalf of or with power of attorney from the client limitations of liability of one or more attorneys connected to the firm and/or third parties.
- 2.4 Client indemnifies the attorney of record and the attorneys connected to the firm against any and all claims made by third parties and all costs incurred the attorney of record and the attorneys connected to the firm, if they are in any way related to the work carried out for the client.
- 2.5 These general terms and conditions apply to all assignments, including additional and subsequent assignments. In the event of changes in these terms and conditions the modified terms and conditions will apply to all new assignments as of the day of publication on <http://leopoldmeijnenosterbaan.nl>.

3. Rates, costs, invoicing, payments and third-party funds

- 3.1 Unless otherwise agreed upon, the fee shall be calculated on a time and materials basis, multiplying the number of hours worked by the fixed hourly rate. Paid expenses will be charged separately to the client. General office costs will not be charged. All amounts are excluding VAT.
- 3.2 Payment term for (retainer) invoices is 30 days, unless otherwise agreed. Client is automatically in default when this period is exceeded and is liable for statutory interest and all judicial and extrajudicial collection costs.
- 3.3 Only payment by transfer to a bank account in the name of the attorney or record or payment in cash (of the legally and generally accepted maximum at the time of payment) with proper receipt will lead to discharging the client.
- 3.4 Should the client default on a payment that is due, the attorney of record has the right to suspend their work for the client. The attorney of record is not liable for any damages incurred by the client as a result of suspending the work.
- 3.5 Funds that the attorney of record manages for the client will be placed in a trust account. No interest will be paid out on the funds held in the trust account.

4. Archiving

Files are kept for a period of five years after the end of the assignment, after which they will be destroyed without any further notice.

5. Liability

- 5.1 Any liability is limited to the amount that is paid out in the relevant case under the professional liability insurance of the attorney of record or, if applicable, the attorneys connected to the firm plus the amount of any deductible under the applicable insurance agreement. If, for any reason, no payment is made under the aforementioned liability insurance, the liability is limited to the fees charged by the attorney of record or, where applicable, the attorneys connected to the firm for the assignment in question, up to a maximum of € 10,000.
- 5.2 Claims should be brought within one year after the client knew about the event giving rise to the liability.
- 5.3 When involving third parties the attorney of record will do so with due caution. Neither the attorney of record, nor the firm can be held responsible for any faults of third parties.

6. Applicable law and dispute settlement

- 6.1 The *Klachten- en Geschillenregeling Advocatuur* ('Complaint and Dispute Settlement Procedure' of the Dutch Bar) applies to the services of the attorney of record and/or the attorneys connected to the firm. The complaint procedure can be consulted at our offices.
- 6.2 Dutch law governs relationship between the attorney of record or the attorneys connected to the firm and the client. The courts of Amsterdam have exclusive jurisdiction should the *Klachten- en Geschillenregeling Advocatuur* not apply.

(This version 1.1, 10 December 2019)