

General Terms

1. These general conditions apply to every agreement for services between the client and Kemperink Maarschalkerweerd Wouters N.V. (KMW).
2. An agreement for services between the client and KMW will only come into existence when KMW or a lawyer (advocaat) working at KMW accepts the client's instructions. Any such engagement will not result in an agreement with such lawyer or with any other person affiliated with KMW. For purpose of these general conditions, a "person affiliated with KMW" means (i) every lawyer and every other person working at KMW, irrespective of whether this is on the basis of an employment agreement or on any other basis, (ii) every shareholder of KMW, and (iii) Stichting Beheer Derdengelden Kemperink Maarschalkerweerd Wouters. The application of sections 7:404 and 7:407(2) Dutch Civil Code is excluded.
3. The liability of KMW is limited to the amount that is paid out for that specific case under KMW's liability insurance, increased by the applicable deductible (eigen risico). If for any reason there is no entitlement under the liability insurance of KMW, KMW's liability will be limited to a maximum of EUR 250,000.
4. Any claim for compensation will expire one year after the date on which the client became aware of the damage and of KMW's potential liability for the damage.
5. With due observance of paragraph 3, any liability of persons affiliated with KMW is excluded. This paragraph is an irrevocable third-party clause (onherroepelijk derdenbeding) for the benefit of every person affiliated with KMW.
6. In providing services for clients, KMW may engage persons not affiliated with KMW (such as couriers, bailiffs, translators, experts and foreign counsel) where this is useful in KMW's opinion for the provision of the services. KMW is not liable for any damage caused by any action or omission of such persons engaged by it.
7. If KMW holds funds of the client or of a third party, the client is bound by the conditions imposed by the bank holding the funds. KMW is not liable for damage caused by any act or omission of the bank. The previous two sentences apply equally if Stichting Beheer Derdengelden Kemperink Maarschalkerweerd Wouters holds funds of the client or of a third party. The previous sentence is an irrevocable third-party clause for the benefit of Stichting Beheer Derdengelden Kemperink Maarschalkerweerd Wouters.
8. The client agrees that KMW may use digital means of communication and data storage services, irrespective of whether offered by third parties for the purpose of communication. KMW cannot be held liable for damage or loss ensuing from the use of such services.
9. Under applicable legislation - including the Dutch Act on the Prevention of Money Laundering and Terrorist Financing - KMW is obliged to verify the identity of its clients and in certain circumstances to report any unusual transactions to the authorities.
10. The legal relationship between KMW and the client is governed by Dutch law. Any disputes between KMW and the client will be exclusively resolved in the first instance by the District Court (Rechtbank) of Amsterdam, the Netherlands. The provisions as set forth in the aforementioned two sentences apply equally to non-contractual obligations of persons affiliated with KMW that arise out of or are connected with the agreement for services. This paragraph is an irrevocable third-party clause for the benefit of every person affiliated with KMW.
11. KMW's Complaint Procedure applies to all services provided by KMW's lawyers. The procedure can be consulted at www.kmw-nv.com.
12. These general conditions are also available in Dutch and can be consulted at www.kmw-nv.com. In the event of a conflict in relation to the wording or interpretation of the English version and the Dutch version of these general conditions, the Dutch version will prevail.