

General terms and conditions of Wijsman

Definitions:

“Wijsman” is the name used by the sole proprietorship ‘Wijsman Advocatuur’, based in Amsterdam and registered at the trade registry of the Chamber of commerce of Amsterdam under number: 53606892.

“the client” is the principal of Wijsman

“the commissionee” is Wijsman

1. These general terms and conditions apply to all assignments, follow-up assignments and any other activities carried out by the commissionee on behalf of the client. These general terms and conditions have also been drawn up for the benefit of persons who have worked for or are working for the commissionee, whether or not under contract.

2. All assignments are solely accepted and carried out by the commissionee under a contract of assignment. A contract of assignment with the commissionee will only come into existence when it is accepted by the commissionee in writing.

3. If the commissionee calls in the assistance of third parties to carry out the assignment, the commissionee shall not accept any liability for shortcomings on the part of these third parties. The commissionee is authorized by the client to accept liability restrictions of such third parties, if any, for and on behalf of the client.

4. The assignment granted shall be carried out exclusively for and on behalf of the client. Third parties cannot derive any rights whatsoever from the work carried out or from its result.

5. a. The costs of carrying out the assignment include the actual legal fees and disbursements. Unless explicitly agreed otherwise between parties, the legal fees shall be based on the amount of time spent and the agreed hourly rate and does not depend on the outcome or result of the assignment. The disbursements consist of the real expenses incurred by the commissionee within the scope of the assignment for and on behalf of the client (such as court registry fees, bailiff fees, fees of experts, travel expenses, cost of official extracts, etc.)

b. The commissionee has the right to demand for an advance payment increased with VAT before commencing the assignment. This advance payment serves as a depot which will later on be settled with the amount that is due to the commissionee. The amount of the advance payment is determined by the expected amount of work and cost. In case the expectations give cause for it, the commissionee is entitled to demand additional advance payments.

c. Bills shall be settled within 14 days counting from the billing date, in default of which the client is deemed to be in default. If a bill is not settled within the term of payment, the commissionee may suspend or stop its work for and on behalf of the client concerned. The commissionee will not proceed with this unless the client has been notified of this or given the opportunity to get other representation. The commissionee shall not be liable for any damage caused as a result of such suspension of work. In case the client is in default with payment, the commissionee is entitled to an interest compensation over the amount due of 1% per month starting with the billing date. The commissionee also is entitled to a compensation for debt collection fees.

6. Any liability of the commissionee, its employees and (legal) persons with whom the commissionee cooperates, is always limited to the amount paid out in such case pursuant to the professional liability insurance taken out by the commissionee, increased by the liability amount which according to the terms and conditions of the insurance policy, shall not be payable by the insurance companies. If and insofar as, for whichever reason, no pay-out or partial pay-out would be effected pursuant to the insurance referred to, all (further) liability shall be limited to an amount of € 2.500,-

7. In case the client has found a reasonable ground for a claim as meant in article 6 of these general terms and conditions, the client is obliged to inform the commissionee of this in writing or by email. All claims of the client and any third party against the commissionee expire after one year starting at the moment the client and/or third party was familiar with or could reasonably have been familiar with the existence of a claim as meant in article 6 of these general terms and conditions.

8. These general terms and conditions were drafted in Dutch and English. In case of a dispute over these general terms and conditions, the Dutch text of these conditions shall be legally binding.

9. The legal relation between the commissionee and the client is governed by Dutch law.

10. Disputes connected to a contract of assignment to which these general terms and conditions apply, are first handled as a complaint for which Wijsman Advocatuur has a complaints procedure, which can be found on its website. If the dispute is not resolved in this way, the matter will solely be settled by the court in Amsterdam.