

KLAASSEN LEGAL SERVICES

-advocatuur-

General Terms and Conditions

1. Klaassen Legal Services is a sole proprietorship (*eenmanszaak*) pursuant to Dutch law and registered at the trade register of the Amsterdam Chamber of Commerce under number 81052405.
2. These general terms and conditions apply to all assignments accepted by Klaassen Legal Services, including follow-up assignments. The applicability of any and all general terms and conditions of the client is hereby specifically excluded.
3. Any liability of Klaassen Legal Services is limited to the amount paid out in the matter concerned under the professional indemnity insurance taken out by Klaassen Legal Services, plus the amount of the applicable deductible of Klaassen Legal Services under this insurance. If and to the extent that for any reason no payment takes place under the aforementioned professional indemnity insurance, any liability of Klaassen Legal Services will be limited to the amount charged by Klaassen Legal Services to the client in the matter concerned up to a maximum of €10,000 (ten thousand euro). Further information on the terms of the professional indemnity insurance policy will be provided upon request. In any event, a liability becomes unenforceable and lapses if the client does not notify Klaassen Legal Services in writing of its claim within 12 (twelve) months after the discovery of an event or circumstance that gives, or may give, rise to the claim.
4. Klaassen Legal Services will at all times exercise due care when engaging third parties. Klaassen Legal Services is not liable for damages resulting from any acts and/or omissions of third parties.
5. Klaassen Legal Services does not have a third parties funds foundation (*stichting derdengeldenrekening*) with a third parties funds account (*derdengeldenrekening*) and as a result is not able to receive third party funds (*derdengelden*) in trust.

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6. The client indemnifies Klaassen Legal Services against and holds Klaassen Legal Services harmless for (i) any and all claims of third parties which in any way relate to and/or arise from work performed on behalf of the client, and (ii) any and all costs resulting from such claims, including but not limited to reasonable costs for legal assistance.
7. Klaassen Legal Services will invoice the client on a monthly basis for the work it performed. The payment term of such an invoice will be 14 (fourteen) calendar days, to be calculated from the date of the invoice. If timely payment is not made, Klaassen Legal Services will be entitled (i) to charge statutory commercial interest rate on the outstanding amount, and (ii) to suspend any work for the client without being obliged to pay any possible damages resulting from such suspension.
8. Klaassen Legal Services is 5 (five) years after completion of a matter entitled to destroy the files relating to that matter without be obliged to notify the relevant client thereof.
9. The company complaints scheme available on www.klaassenlegalservices.nl is applicable to work performed by Klaassen Legal Services.
10. These general terms and conditions have been drawn up in Dutch and English. The Dutch text will prevail in case of any dispute about the content or meaning of these general terms and conditions.
11. The legal relationship between the client and Klaassen Legal Services is exclusively governed by Dutch law. Disputes arising from the legal relationship between the client and Klaassen Legal Services may only be submitted to the competent Dutch court.
12. In case of long-term absence of mr. O.J. (Otto) Klaassen, Klaassen Legal Services has a replacement / deputizing arrangement in place with mr. D.P.B. (Duco)

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