

General Terms and Conditions 360 Law Firm, with its registered office in the Hague, version 2013.01

1. In the following, 360 Law Firm shall mean: the company under Dutch law with limited liability 360 Advocaten B.V.
2. These terms and conditions apply to all legal relationships between the client and (1) 360 Law Firm and/or (2) the trust for third-party accounts 360 Law Firm "Stichting Beheer Derdengelden 360 Advocaten" in the Hague. In case a new version of these general conditions is issued, that new version will apply in stead of the old version.
3. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply in the legal relationship with 360 Law Firm.
4. Subject to the contrary agreed upon in writing, directors, shareholders, (intended) incorporators and partners of a legal entity or partnership are also deemed to be co-principals, in addition to the legal entity or partnership concerned. Each of the principals shares joint and several liability for the compliance with the obligations of the legal entity or partnership by or by whose order any order has been given to 360 Law Firm. The fact that billing is effected to only one or several of the principals does not alter this.
5. If the client fails to (timely) provide the information and/or documents required for the execution of the assignment, or fails in any other way to enable 360 Law Firm to execute the assignment or hinders the execution thereof; or if the client is in breach of its financial obligations or if it is reasonable to assume that it will do so in the future, 360 Law Firm shall be entitled to suspend or terminate the assignment with immediate effect, without any obligation to pay compensation, refund retainers etc.
6. The liability of 360 Law Firm for damages, for whatever reason, shall be limited to the extent for which 360 Law Firm is covered by insurance in respect of those damages.
7. 360 Law Firm shall not be liable for damages caused by shortcomings on the part of external experts or third parties engaged by 360 Law Firm. Each instruction to 360 Law Firm implies the client's acceptance of any conditions set forth by the external experts of third parties concerned with the purpose of limitation of liability. 360 Law Firm is authorised to accept any liability limitation clauses of such third parties and external experts on the client's behalf.
8. Notice of liability must be preceded by a complaint submitted to the management of 360 Law Firm. The complaint must be submitted promptly after the reasons for the complaint have or should reasonably have become clear to the client, in writing and stating grounds, failing which 360 Law Firm shall not accept any liability. The right to hold 360 Law Firm liable and the right to any compensation shall lapse if a notice of liability is not submitted, in writing, within one month of the timely written notification of the complaint.
9. The client holds 360 Law Firm harmless against all claims from third parties, including reasonable costs of legal assistance, which are in any way connected with or the results of the work done by 360 Law Firm in the performance of the instruction.
10. 360 Law Firm shall retain sole and exclusive copyright to all documents and such prepared by it and/or supplied to the client or third parties.
11. The hourly rates of 360 Law Firm will be updated yearly as per January 1st and during the year if costs of business or other economical developments so require or professionals working on a case shift into another fee category due to developing experience.
12. If 360 Law Firm commences its work on a retainer basis, the retainer will not be compensated with interim invoices, but only with the final invoice. A possible remainder of the retainer will be reimbursed without interest.
13. Payment must be made within the terms for payment indicated on the invoices and, if no such period is indicated, within fourteen days of the invoice date. Possible complaints about invoices must also be made within the terms for payment indicated on the invoice, in the absence whereof the right to complain lapses. In the absence of payment in good time, the client is in default and is due the statutory interest ("wettelijke handelsrente") according to article 6:119a of the Dutch Civil Code. In case of non-payment after demand for payment, the extrajudicial collection costs in the amount of 15% of the amount payable will be due to 360 Law Firm with a minimum of E 250,00 excluding VAT.
14. Amounts received by 360 Law Firm from the client shall be deemed to compensate first the costs due, then the interest due, while the remainder will be deducted from the oldest invoice, regardless of the purpose stated by the client.
15. The client hereby irrevocably authorises 360 Law Firm and the trust for third-party accounts "Stichting Beheer derdengelden 360 Advocaten" to offset invoices relating to any matter that is being attended to by 360 Law Firm on its behalf or on behalf of its group entity(ies) against disposable balances held by the trust.
16. The assignment and all resulting obligations are governed by the laws of the Netherlands. The district court of The Hague shall have sole jurisdiction as to all disputes relating thereto. The internal 360 Law Firm Complaints and Dispute Regulation is applicable to every assignment.
17. All (direct or indirect) shareholders and employees of 360 Law Firm may on its behalf invoke these general terms and conditions vis-a-vis the client, including the limitations on liability. Any liability on the side 360 Law Firm will only affect 360 Law Firm but never their employees and partners.
18. These general terms and conditions are available in both Dutch and English. In the event these versions are conflicting, the Dutch tekst shall prevail.