

General Terms and Conditions 360 Advocaten, version 2017.01

1. In these general terms and conditions '360 |advocaten' means the following: every individual lawyer or law practice with legal personality associated with 360 Advocaten as mentioned in the involved engagement letter and the companies with limited liability 360 Advocaten B.V. and 360|advocaten Service B.V.
2. These general terms and conditions apply to all legal relationships between the client and (1) 360|advocaten and/or (2) the trust for third-party funds of 360|advocaten "Stichting Beheer Derdengelden 360|advocaten" in The Hague. In case a new version of the general terms and conditions is issued, such new version will apply on all legal relationships with the client instead of the former version of the general terms and conditions.
3. Furthermore the internal 360|advocaten Complaints and Dispute Regulation will apply to every assignment.
4. Only the acceptance of an assignment by a lawyer or legal practice with corporate personality will create an assignment agreement with the client and solely between the client and the lawyer or legal practice with corporate personality that has accepted the involved assignment. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply to the legal relationship with 360|advocaten.
5. Unless agreed otherwise in writing, directors, shareholders, (intended) incorporators and partners of a legal entity or partnership are in addition to the legal entity or partnership concerned deemed to be co-principals. Each of the principals is jointly and severally liable for compliance with the obligations of the legal entity or partnership by or by whose order any assignment has been given to 360|advocaten. Notwithstanding the foregoing invoices may be directed to only one or several of the principals.
6. 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|advocaten to execute the assignment or hinders the execution thereof or if the client acts in breach of its financial obligations or if it may be reasonably assumed that it will do so in the future, 360|advocaten shall be entitled to suspend or terminate the assignment with immediate effect, without incurring any liability towards the client or obligation to pay any compensation or refund.
7. The liability of 360|advocaten for damages for whatever reason, shall be limited to the amount to which a claim is awarded under the professional liability insurance of 360|advocaten concerning the damage, to be increased by the amount of the deductible for the account of 360 Advocaten as provided for under the terms of the applicable insurance policy.
8. If no payment is made by the insurer for any reason whatsoever, all liability is limited to the amount of the fee charged by 360|advocaten for the involved assignment subject to a maximum of € 100,000,--.
9. 360|advocaten shall not be liable for damages caused by shortcomings on the part of external experts or third parties engaged by 360|advocaten. Each instruction to 360|advocaten 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|advocaten is authorised to accept any liability limitation clauses of such third parties and external experts on the client's behalf.
10. Any notice of liability must be preceded by a complaint submitted to the complaints officer of 360|advocaten. The complaint must be submitted promptly, in writing and stating its grounds, failing which 360|advocaten shall not accept any liability. The right to damage compensation will lapse in the event the notice of liability has not been submitted in writing one month of the timely written notification of the complaint.
11. The client holds 360|advocaten harmless against all claims from third parties, including reasonable costs of legal assistance, which are in any way connected with or the result of the work performed by 360|advocaten in the execution of the assignment.
12. 360|advocaten retains sole and exclusive copyrights to all documents and materials prepared by 360|advocaten and/or supplied to the client or third parties.
13. The case file will be kept for a period of seven years after completion of the assignment, after which period 360|advocaten will be free to destroy the records in question.
14. The hourly rates of 360|advocaten will be adjusted annually (as per January 1st) with amounts to be rounded to a multiple of € 1,--. Hourly rates agreed at the start of the assignment may be further adjusted annually due to developing skills and experience of the involved professional.
15. If 360|advocaten 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.
16. 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 the statutory trade interest will accrue ("wettelijke handelsrente") as provided for in 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 Advocaten with a minimum of € 250,00 excluding VAT.
17. Amounts received by 360|advocaten from the client shall regardless of the purpose stated by the client be deemed to compensate first the costs due, then the interest due, while the remainder will be deducted from the oldest invoice.
18. The client hereby irrevocably authorises 360|advocaten and the trust for third-party accounts "Stichting Beheer derdengelden 360|advocaten" to set off invoices relating to any matter that is being attended to by 360|advocaten on its behalf or on behalf of its group entity(ies) against available balances held by the trust.
19. The assignment and all resulting obligations are governed by the laws of the Netherlands. The district court of The Hague shall have sole jurisdiction to all disputes relating thereto.
20. All (direct or indirect) shareholders, directors, paralegals and other employees and other persons of 360|advocaten possibly involved with the assignment may on their behalf invoke these general terms and conditions vis-a vis the client, including the limitations on liability.
21. These general terms and conditions are available in both Dutch and English. In the event these versions are conflicting, the Dutch version shall prevail.