

The Assignment

1. All assignments directed to Franken|Zuur|vanKampen|Croes Advocaten shall only be accepted and performed subject to the applicability of these general conditions.
2. Sections 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code are not applicable to assignments accepted by or on behalf of Franken|Zuur|vanKampen|Croes Advocaten. Third parties can not derive any right from the provided services and the results thereof.
3. The client may terminate the assignment by giving us notice in writing at any time.
4. We may decide to cease acting for the client, but only after reasonable notice has been given and only for a good reason.
5. Termination of the assignment does not mean that the obligation to pay outstanding fees and expenses, including those not yet billed, will cease to exist.
6. All work and services by us are performed solely for use of the client and for the purpose associated with the assignment. Our advice should not be disclosed to any third party without our prior agreement. We accept no responsibility for any consequences arising from reliance upon our advice by any person other than the client.

Fees & Bills

7. Unless otherwise agreed, any fees due by the client will be calculated on the basis of the number of hours worked multiplied by the applicable hourly rate. The number of hours worked among other include time spent attending meetings, travelling, reviewing and preparing documents, carrying out legal research, corresponding with the client and third parties, and making and receiving telephone calls.
8. Out of pocket expenses paid by us on behalf of the client will be billed separately. Regular expenses, such as telephone, telefax and photocopying costs will not be charged separately.
9. Our bills are to be settled within 14 days. We reserve the right to charge interest on overdue amounts at the Dutch statutory rate.

Service Providers

10. Franken|Zuur|vanKampen|Croes Advocaten shall exercise due care by the selection of engaging a third party, who is not employed within its organization, in order to perform an assignment. It shall consult with the client in the selection as far as appropriate. Franken|Zuur|vanKampen|Croes Advocaten shall not be liable for mistakes or shortcomings of such third party. Franken|Zuur|vanKampen|Croes Advocaten stipulates that any assignment shall entail the power to accept on behalf of the client any limitations of liability of third parties.

File Destruction Policy

11. In principle, we keep files on concluded matters for 5 years. If the client would like the file to be kept for a longer period of time, he should inform us.

Limitation of Liability

12. The contractual and non-contractual liability of Franken|Zuur|vanKampen|Croes Advocaten for damages resulting from or in connection with possible shortcomings in the performance of an assignment shall be limited to the amount paid out by the professional liability insurance taken out by Franken|Zuur|vanKampen|Croes Advocaten and increased by the amount of any deductible in connection with such insurance. On request information concerning the professional liability insurance taken out by Franken|Zuur|vanKampen|Croes Advocaten shall be given.
13. If for what ever reason no benefits are paid under the above mentioned professional liability insurance, the damages as a result from or in connection with the shortcomings in the performance of an assignment are limited to the amount paid by the client for the assignment provided to Franken|Zuur|vanKampen|Croes Advocaten, with a maximum of € 50,000.

Data Protection

14. Depending on the circumstances, we are legally obliged to determine and record the identity of the client and its ultimate beneficial owner.
15. We will ensure that all appropriate technical and organisational measures are taken to protect any personal data against unauthorised or unlawful processing as defined in the Dutch Data Protection laws (Wet Bescherming persoonsgegevens).

Applicable law, Jurisdiction and Language

16. These general conditions have also been agreed for the benefit of all persons involved in performing the services on behalf of Franken|Zuur|vanKampen|Croes Advocaten.
17. These general conditions are drawn up in the Dutch language, and are translated into English. The Dutch text shall prevail in the event of a dispute about the contents or tenor of these general conditions.
18. The relationship between the client and Franken|Zuur|vanKampen|Croes Advocaten is subject to Dutch law.
19. In case of disputes our office complaint procedure (kantoorklachtenregeling) is applicable. The complaint procedure is applicable to each assignment. The complaint procedure can be obtained from our secretariat and is also available on our website www.fzkc.nl.
20. Any and all disputes will be settled exclusively by the competent civil court of Amsterdam, the Netherlands.

21. These general conditions have been deposited at the Chambers of Commerce in Amsterdam under number 34393409 and are available at www.fzkc.nl.

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