

General Terms & Conditions of HUISKAMP ADVOCATUUR | Commercial Law

1. HUISKAMP ADVOCATUUR B.V. is established under Dutch law for the purpose of pursuing a law practice.
2. All services and (other) work are performed under the terms of an agreement of engagement with HUISKAMP ADVOCATUUR. An engagement shall never constitute a pledge or guarantee of any result on the part of HUISKAMP ADVOCATUUR. These General Terms and Conditions shall apply to each relation with client, every engagement and all work performed and shall expressly exclude the acceptance of any other (general) terms of conditions and shall apply equally and integrally to any additional and/or follow-up engagements.
3. The engagement shall be strictly with HUISKAMP ADVOCATUUR only, irrespective of whether there may be an explicit or tacit desire on the client's part for the engagement to be undertaken by a particular person or persons. The applicability of article 7:404 Dutch Civil Code containing provisions referring to cases such as mentioned here and the applicability of article 7:407 sub 2 Dutch Civil Code which establishes a joint and several liability where an engagement is granted to two or more persons is herewith excluded from applicability. By way of derogation from article 7:409 of the Dutch Civil Code the persons affiliated with HUISKAMP ADVOCATUUR are not personally obligated or liable to execute such instructions.
4. HUISKAMP ADVOCATUUR may - for client's account - contract third parties for the execution of the engagement or parts thereof. In such an event prior permission shall be obtained from the client, unless this is practically impossible. Save for cases of willful intent or gross negligence on the part of HUISKAMP ADVOCATUUR, HUISKAMP ADVOCATUUR shall not be liable for any shortcomings on the part any third party contracted. In the event that a contracted third party wishes to limit its liability in connection with an engagement HUISKAMP ADVOCATUUR is authorized to accept such limitations on its own and the client's behalf.
5. HUISKAMP ADVOCATUUR's professional liability for any service(s) or work performed within or beyond the scope of its contracted obligations shall be limited to an amount of EUR 1,500,00.00 per incident with a maximum of EURO 3,000,000.00 per year, including the deductible. An extract of the relevant professional liability insurance policy may be forwarded upon request. The cover provided under said policy may upon explicit written request be extended for client's account.
6. Should for any reason whatsoever no payment be due under the relevant insurance policies referred to in article 5 above any liability on the part of HUISKAMP ADVOCATUUR shall be limited to a maximum of € 5,000.00 per incident, or, if the amount invoiced by HUISKAMP ADVOCATUUR with respect to the engagement exceeds this figure, to the actual amount invoiced, up to a maximum of € 10,000.00 per incident. HUISKAMP ADVOCATUUR shall never be liable for loss of profit, indirect or consequential loss or damages.
7. Loss or damage caused by interconnected, related or ongoing advice, action or engagements shall be deemed to have resulted from a single loss causing event, hence HUISKAMP ADVOCATUUR's liability shall be maximized as set out in articles 5 & 6 above.
8. HUISKAMP ADVOCATUUR shall not be liable for any loss or damage due to inadequate performance of any equipment used by HUISKAMP ADVOCATUUR, or by any party engaged by HUISKAMP ADVOCATUUR on behalf of the execution of an engagement, no equipment excluded, but expressly including electronic and/or digital data interchange/ communication, computer soft- and hardware, data files, registers, as well as loss or damage caused by computer viruses or comparable harmful components or the interception of audio and/or data transmissions, including telephone, fax, email, SMS messages, social media and such like, etc., as well as loss or damage to files, documents or any other property during transport or transmission whether or not the transportation or transmission occurred under the client's instruction.
9. Any claim brought against HUISKAMP ADVOCATUUR for loss or damage, whatever the cause, shall expire 6 months after the loss was - or could have been - discovered by the client or by a third party and shall expire in any event 12 months after finalization of the engagement. This time limitation is enforced to provide for legal security on behalf of HUISKAMP ADVOCATUUR and its connection to the (financial) insurance conditions and insurability.
10. The client shall indemnify HUISKAMP ADVOCATUUR and shall hold HUISKAMP ADVOCATUUR harmless, save for willful intent or gross negligence on the latter's part, for and against any claim brought by a third party claiming any loss or damage due to or in connection with work performed by HUISKAMP ADVOCATUUR on behalf of the client. The client shall reimburse HUISKAMP ADVOCATUUR for all reasonable costs incurred in defense of any such claim.

11. As part of the execution of instructions the Stichting Beheer Derdengelden HUISKAMP ADVOCATUUR (Foundation Third Party Funds Management; "the Foundation"), affiliated with HUISKAMP ADVOCATUUR, is authorized to keep clients' or third party funds in its custody. Neither HUISKAMP ADVOCATUUR nor the Foundation is liable for and the client indemnifies HUISKAMP ADVOCATUUR, the Foundation and the persons affiliated with HUISKAMP ADVOCATUUR and the Foundation against any claim that arises from or is related to the custody of funds and the possible insolvency of the bank or financial institution with which the clients'/third party funds have been deposited or the bank or financial institution's failure to comply with their obligations.

12. These General Terms and Conditions have also explicitly been stipulated in favor of the interests of mr. Niels R. Huiskamp (LL.M.), company's management/directors, (intermediate/ indirect) shareholders, (former) staff and all those that were engaged by HUISKAMP ADVOCATUUR in the execution of the engagement/instructions or those for whom HUISKAMP ADVOCATUUR could be deemed liable, regardless if they are being held liable in their professional capacity as attorney, staff, manager, director of legal entities or as a private person and regardless whether the claims are based on the engagement/ instructions, contract or tort. The same goes for all heirs or consecutive owners of legal entities. This beneficial clause has been accepted by them.

13. All relations, work, actions and/or agreements between client and HUISKAMP ADVOCATUUR shall be governed by Dutch law. Disputes shall be decided solely by the competent court in the District of The Hague, The Netherlands. Where HUISKAMP ADVOCATUUR is the party claiming, by way of derogation from the preceding, it may bring its case before the competent court in the client's place of residence.

13. These General Terms and Conditions have been drawn up in the Dutch language as well as in a number of other languages. Where a discrepancy arises between the various language versions, either in terms, content or meaning, the original Dutch text shall prevail and be binding.

Version: 1 July 2017