



Spreksel advocaten

General terms and conditions

1. Spreksel advocaten (referred to hereinafter as 'Spreksel') is a partnership under Dutch law in which both natural persons and legal entities may act as partners. A list of the partners shall be sent to the principal (referred to hereinafter as 'the Client') upon request. More information is available on our website at www.sprekseladvocaten.nl.
2. These General Terms and Conditions apply to all engagements, including additional and/or supplementary engagements, that the Client awards to Spreksel or Spreksel's partners or employees. These General Terms and Conditions shall also be considered applicable to all engagements involving the companies with which the Client is affiliated in a group context as defined in Section 2:24b of the Dutch Civil Code [BW].
3. Spreksel's obligation pursuant to being engaged to provide legal services comprises Spreksel's making its best efforts based on the information provided by the Client and the nature of the engagement. If the Client wishes to impose limits on how the engagement is carried out, the Client shall be responsible for informing Spreksel of those limitations in writing.
4. All engagements will be exclusively granted to, and accepted by, Spreksel. In deviation from Sections 7:404 and 7:407 of the Dutch Civil Code, the partners in, as well as the current and former employees of, Spreksel shall not be personally bound by, or liable for, their actions. Any application of Sections 7:404 and 7:407 of the Dutch Civil Code is hereby expressly excluded.
5. In deviation from Section 7:408(2) of the Dutch Civil Code, Spreksel shall at all times be entitled to terminate an engagement, with due observance of the code of conduct applicable to attorneys.
6. The Client shall owe Spreksel a fee that is calculated based on the number of hours spent multiplied by the applicable hourly rates charged by Spreksel's employees and/or partners. The hourly rates shall be indexed as of 1 January each year. In addition, the Client shall owe an amount of 6% of the fee in fixed office expenses (including the costs relating to telephony, faxes, photocopies and postage), as well as the out-of-pocket expenses that Spreksel has paid on the Client's behalf. The Client must pay VAT at the prevailing rate on all amounts owed.
7. Invoices issued by Spreksel must be paid within 14 days of their date, without suspending payment or applying discounts or offsets. Upon failing to pay these invoices within the prescribed term, the Client shall be in default without any notice of default being required and shall be liable to pay statutory interest and extrajudicial collection costs. If a party other than the Client, the debtor, is ultimately responsible for bearing the costs of the invoice, the Client will remain responsible for paying the invoice.
8. If the Client is a party other than the person or legal entity at whose behest Spreksel actually performs its services, the Client and that person or legal entity shall be jointly and severally liable for all amounts owed in relation to the services or work performed on the Client's behalf, unless one party or the other is expressly released from said joint and several liability.

9. Spreksel may issue advance or interim invoices for all work and expenses. Advance invoices shall be set off against interim invoices.
10. If the Client does not consider himself liable to pay any amount charged, he shall inform Spreksel of that fact in writing within 7 days, providing the reasons that he does not owe said amount.
11. Spreksel may engage services of third parties at the Client's risk and expense. To the extent reasonably possible, Spreksel will discuss these engagements with the Client in advance. Spreksel shall be entitled to engage the services of an attorney of record or bailiff without consulting the Client. Spreksel will also be entitled to accept, also in the Client's name, any liability restrictions imposed by such third parties. Spreksel expressly rejects any liability stemming from defaults or breaches committed by a third party.
12. Should circumstances arise during the performance of an engagement that give rise to a claim of liability by the Client against Spreksel, such as the engagement's not being performed in full or on time, then that liability will be limited to the amount paid out by Spreksel's professional liability insurer plus the amount of Spreksel's excess [eigen risico] according to the policy in question. If, for whatever reason, no payment is received from the professional liability insurer, Spreksel's liability will be restricted to the amount of the fees for which the Client was invoiced and which the Client paid in respect of the matter in which the liability claim was created, exclusive of VAT, plus office costs, in the year in which the liability claim against Spreksel was created, up to a maximum of EUR 20,000.00. Any liability for advice rendered orally but not committed to writing is expressly excluded. Furthermore, all liability is expressly excluded if the Client was in default of performing any of his/her/its obligations to Spreksel on the date the purported liability was created. The provisions of this article also apply to the Client if a third party claims damages in connection with services that Spreksel rendered to the Client. The exclusions or restrictions of liability set out in these General Terms and Conditions are applicable unless the loss or harm in question is caused by an intentional act or omission or gross negligence.
13. Engagements awarded shall be performed by Spreksel exclusively on the Client's behalf. Third parties may not derive any rights from work that is performed for the Client. The Client indemnifies Spreksel and its assistants and aides against all third-party claims alleging that a loss or harm has been suffered as a result of, or in connection with, the work that Spreksel performed on the Client's behalf or alleging a loss or harm in connection with an erroneous notification having been made by Spreksel or its employees or other assistants or aides pursuant to the Dutch Act on the Prevention of Money Laundering and of Terrorist Financing [Wet ter Voorkoming van Witwassen en Financieringen van Terrorisme], unless the issue involves an intentional act or omission or deliberate recklessness on the part of Spreksel.
14. Without prejudice to the provisions of Section 6:89 of the Dutch Civil Code, every right of claim will expire 12 months after the date on which the Client knew, or could reasonably be expected to have known, of the creation of the liability claim. If that date cannot be established, then every right of claim will expire 24 months after the date of the last invoice paid by the Client in respect of the matter that the liability claim regards.
15. The file for a case will be kept for a period of 7 years after the case is closed, after which it will be destroyed.
16. The agreement between Spreksel and the Client is subject to the laws of the Netherlands. Disputes will be decided exclusively by the competent court in the District of Maastricht, the Netherlands, unless the Dutch Legal Services Complaints and Dispute Resolution Rules [Klachten- en Geschillenregeling Advocatuur] apply pursuant to a written agreement concluded with the Client.
17. These General Terms and Conditions may be invoked by Spreksel and any third parties that are engaged in the performance of any engagement for the Client, regardless of whether they work, or still work, for Spreksel.