



GENERAL CONDITIONS TEN HOVE ADVOCATUUR

1. These general terms and conditions apply to all assignments given to and all activities performed by or on behalf of Ten Hove Advocatuur (hereinafter: THA) and all related legal relationships. These general terms and conditions also apply for the benefit of all attorneys and employees of THA and all persons engaged by THA in the performance of an assignment.
2. Engagements are exclusively accepted and carried out by THA. This also applies if it is the intention that an assignment is carried out by a certain person. Section 7:404 of the Dutch Civil Code, which regulates the latter case, and section 7:407 paragraph 2 of the Dutch Civil Code, which establishes joint and several liability for cases in which an instruction is given to two or more persons, are not applicable.
3. THA shall, in the performance of assignments given to it, observe the care of a good contractor and shall behave in accordance with the applicable regulations, including the Rules of Conduct for Attorneys at Law and the regulations and directives of the Netherlands Bar Association. THA has a best-efforts obligation towards its clients and does not guarantee that the intended result will be achieved.
4. The execution of an assignment given to THA shall take place exclusively for the benefit of the client. Third parties cannot derive any rights from advice given by THA and work performed by THA.
5. THA is authorized to involve third parties in the execution of assignments, including bailiffs and, after consultation with the client, experts and external advisors.
6. THA will periodically send the client an invoice for fee, office expenses and disbursements. The fee is based on the hourly rate agreed upon, or at least applicable at that moment. THA is entitled to periodically adjust the rates it charges. The new rates shall also apply in current cases from that moment on. A fixed percentage of 5% office expenses is due over the fee. Disbursements, such as bailiff fees, court fees, excerpts, and costs related to the engagement of third parties are explicitly not included in the office costs. These will be charged separately. Travel and waiting times will be charged at the applicable hourly rate. THA is at all times authorized to request an advance payment for work to be carried out and costs to be incurred, which advance payments will be settled depending on the interim or at the end of the assignment.
7. After expiry of the term of payment mentioned in the invoice, the client shall be in default by operation of law and shall owe the statutory (commercial) interest. If a client fails to pay an invoice on time, THA shall be entitled to suspend its activities or to terminate the assignment and all judicial and extrajudicial collection costs reasonably incurred by THA shall be for the client's account.
8. In the unlikely event that an event occurs during the execution of an assignment of a client that leads to liability, such liability will be limited to the amount or amounts to which the professional liability insurance taken out by THA gives claim, including the excess THA bears in connection with that insurance. An event as referred to in the previous sentence also includes an omission. If, for whatever reason, no insurance payment is made under this insurance policy, THA's liability will be limited to the fee declared by THA to the Client in the case in question in the calendar year in which the damage occurred, up to a maximum of € 50,000, THA will not be liable for failures on the part of third parties engaged in the execution of an assignment and will be entitled to accept liability limitation on behalf of the Client on the part of third parties engaged by it. Lawyers and employees of THA are in no case personally liable for shortcomings in the execution of an assignment. Liability for verbal advice not given in writing is entirely excluded.



9. Any claim for damages shall lapse one year after the start of the day following the day on which the client became aware of the damage and of THA as the person liable for it.

10. As a result of applicable regulations (including the Money Laundering and Terrorist Financing (Prevention) Act), THA is obliged to establish the identity of clients and to report unusual transactions to the authorities under circumstances. By giving THA an instruction, the client confirms to be aware of this and to the extent necessary to give his consent.

11. THA respects the privacy of the client and, in accordance with the AVG, applies a privacy policy.

Op de dienstverlening van Ten Hove Advocatuur zijn algemene voorwaarden van toepassing die een beperking van de aansprakelijkheid bevatten, zie www.tenhoveadvocatuur.com/algemenevoorwaarden

TEN HOVE ADVOCATUUR
MR. Annelies ten Hove
Advocaat &
BMM gemachtigde

De Hagenhof
Hagenstraat 16B
6225 ER Maastricht
Nederland

KvK
14101266
tel
+31 (0)85 8769645

website
www.tenhoveadvocatuur.com
e-mail
ath@tenhoveadvocatuur.com