

General Terms WestLegal

1. WestLegal Advocatuur (WestLegal), registered at the trade register under number 66056209, having its office at Eerste Constantijn Huygensstraat 82-III, 1054BX in Amsterdam, aims to practice the legal profession and to provide legal services.
2. These general terms shall, unless otherwise agreed in writing, apply to all assignments (*'opdrachten'*) to WestLegal and all additional and subsequent assignments. All persons and entities that are directly or indirectly related to WestLegal or engaged by WestLegal can invoke these general terms. The applicability of general terms of the client are not accepted.
3. All services and other activities carried out by WestLegal are performed under a contract agreement (*'overeenkomst van opdracht'*) unless otherwise agreed in writing. WestLegal will operate as sole contracting party (*'opdrachtnemer'*) rendering the services. Sections 404 (which relates to the situation where it is the client's intention that an instruction be carried out by a specific person) and 407(2) (which imposes a joint and several liability where an instruction is given to two or more persons) of Book 7 of the Dutch Civil Code shall not apply. Both the client and WestLegal are entitled to terminate (*'opzeggen'*) the contract agreement at any time. Such termination will in itself never lead to any obligation (for damages or other) except to the obligation of payment of outstanding fees and costs. Stipulations of these general terms that from their nature are meant to survive termination, such as in any event clause 5 to 8 (*'survival clauses'*) remain to exist.
4. WestLegal can – with the approval of client – engage third parties in connection with the rendering of its services. WestLegal is not liable for shortcomings of third parties engaged by WestLegal and is authorized to accept any limitations of liability of third parties on its behalf.
5. The client indemnifies and holds WestLegal and each person associated with or formerly associated with WestLegal harmless from and against any and all third party claims, including legal and other costs, in any way arising from or connected to the services at any time rendered by or on behalf of WestLegal and/or persons associated with it for the benefit of that client, unless such claims result from wilful misconduct (*'opzet'*) or gross negligence (*'grove schuld'*) by WestLegal or such person.
6. If, during the execution of the services of WestLegal liability towards the client arises due to an act or omission (including cybercrime or a dataleak), such liability will be limited to the amount which in the relevant case is paid out under the (individual) professional- or cybercrime liability insurance of WestLegal, increased with the amount of own risk of WestLegal under the insurance policy. If for whatever reason it occurs that there is no payment based on the insurance, all liability is limited to the fee charged and paid by the client excluding VAT and disbursements in the relevant case in the relevant year with a maximum of EUR 10,000. With regard to all claims for liability and the filing thereof a limitation period (*'vervaltermijn'*) of one year applies starting from the moment the client was aware of the grounds of its claim or could have been reasonably aware of the grounds of its claim.
7. In relation to the execution of the contract the client will pay a fee to WestLegal plus VAT and disbursements, such as any third party costs including court fees, bailiff fees, courier cost and costs of translation (with VAT where applicable). Unless agreed otherwise, the fee is calculated based on the number of hours worked multiplied by the hourly rates adopted by WestLegal. The fee is yearly adjustable. If more clients together engage WestLegal, they are jointly and severally bound to payment.
8. All invoices of WestLegal must be paid within fourteen days without the possibility of suspension or settlement. In case of non payment, also all other invoice become immediately due and WestLegal is entitled to suspend its work without further notice until full payment of all outstanding invoices has been performed with the exclusion of any liability of WestLegal for damage that may result arising thereof. The client will furthermore be indebted the statutory trade-interest, in addition to 15% collection costs. Optionally also the actual costs (costs of notice and recovery) may be charged by WestLegal.
9. In principle WestLegal only provides all information, documents, advice and invoices in electronic manner. Unless otherwise agreed the client agrees to this electronic way.
10. To the services of WestLegal a complaint procedure applies. The complaints procedure is published on the website of WestLegal (www.WestLegal.nl) and made available on request.
11. In case of (partial) rescission, (partial) nullification or an alteration of the contract agreement, these general terms remain in full force.
12. The relationship between WestLegal and the client is exclusively governed by Dutch law. Any dispute will be settled exclusively by the competent court in Amsterdam.
13. These general terms have been drawn up in Dutch and English. In case of any difference between both versions the Dutch version prevails.