



Van Londen

COMPANY INFORMATION AND GENERAL TERMS AND CONDITIONS

VAN LONDEN ADVOCATUUR B.V.

Company information

Van Londen Advocatuur B.V. is a private limited company (*besloten vennootschap*) registered with the Chamber of Commerce under No. 52943518. Van Londen does not have trust account.

Contact details

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Payment details

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Insurer

The business and professional liability insurer of Van Londen Advocatuur B.V. is Aon Nederland C.V., domiciled in Rotterdam at Admiraliteitskade 62 (3063 ED), without specific geographical coverage.

The Dutch Bar Association

Van Londen and its affiliated lawyers are registered with the Dutch Bar Association (*Order van Advocaten*) under office number (*kantoornummer*): K08814 and locally with the Amsterdam Bar Association.

General Terms and Conditions

These general terms and conditions set out the arrangements that apply if you instruct and work with Van Londen Advocatuur B.V. (Van Londen). Van Londen is a private limited company incorporated under Dutch law, with the purpose of practicing law and corporate registration KvK 52943518 .

Applicable Law and Jurisdiction

1. These terms, the provision of services and all other aspects of dealings with Van Londen are governed by Dutch law.

Performance of the contract

2. These general terms and conditions apply to all services provided and work done by or on behalf of Van Londen, its partners and employees whether on client instruction or another basis. For clarity, the terms also apply to services rendered by third parties (and indeed those parties themselves) engaged by Van Londen in the course of providing services and for whom Van Londen could be liable. Any deviation from these general terms and conditions is valid only if specifically agreed upon and reduced to writing and accepted in writing by Van Londen.
3. Services in general, including on instructions, are accepted and carried out by Van Londen, including in case a client's intention is to instruct a specific person or persons within the firm. Sections 7:404 (instruction of specific person), and section 7:407(2) (joint and several liability multiple instructed persons) of the Dutch Civil Code (Burgerlijk Wetboek) do not apply. Van Londen will fulfil its responsibilities in performing services by attributing the work with due care to partners, staff members and, where appropriate, by engaging third parties.

Indemnification

4. Third parties cannot derive any rights from the provision of services by Van Londen to a client or otherwise. Such rights only accrue to the client and only the client may seek redress if the performance of services gives rise to any liability. The client indemnifies Van Londen and all associated persons against claims by third parties, including in the context of notifications by Van Londen under the Wet ter voorkoming van witwassen en financieren van terrorisme (Wwft)(Anti-money laundering and countering financing of terrorism laws). The indemnity also covers related costs and expenses.

Liability

5. If the performance of services gives rise to any liability, only Van Londen can be held liable, to the exclusion of partners, employees, trainees, advisors and freelancers. Such liability is limited to the amount paid out in respect thereof under Van Londen's professional indemnity insurance, increased by the amount of Van Londen's deductible (eigen risico) under said insurance. The terms and conditions of Van Londen's professional liability insurance meet the requirements set by the Dutch Bar Association. An overview of the professional liability conditions will be sent to the client on request. Should the insurer not pay out under said professional indemnity insurance, Van Londen's total liability is limited to the amount of fees rendered and paid for in respect of that particular performance of services.
6. Van Londen may engage a third party at the client's expense and under the terms stipulated by such third party and may accept such terms, including any limitation of liability, on behalf of the client. Van Londen cannot be held liable for any failure or negligence of a third party engaged in the performance of its services.

Costs and invoices

7. Unless otherwise agreed, Van Londen invoices its services on the basis of time spent, in accordance with its applicable hourly rates, increased with a 6% general office cost surcharge and disbursements incurred in relation to the instruction for services. Van Londen invoices on a monthly basis. The period for payment is 14 days from the invoice date. Complaints about invoices must be made in writing within 3 months of the invoice date. Van Londen is entitled to set off monies received for or from the client against or have them used to pay what the client owes Van Londen, unless a written objection has been received from the client before expiry of the payment term. All (extra)judicial costs related to the collection of invoices – with a minimum of 15% of the amount to be collected – are to be borne by the client. The judicial costs are not limited to the legal costs to be liquidated and will be fully borne by the client if the client is (predominantly) found to be in the wrong.

8. Van Londen reserves the right to change (hourly) rates, the travel allowance and other office expenses.

Complaints procedure

9. Van Londen has a complaints process. When issues are not resolved in the complaints process they may be submitted exclusively to the District Court Midden-Nederland, The Netherlands where Van Londen resides. Nonetheless, Van Londen may submit a dispute to the court of the region where the client resides. Services provided by Van Londen are subject to the rules of professional responsibility (beroepsregels) and professional complaint and dispute resolution rules by the Nederlandse Orde van Advocaten (Law Society of The Netherlands).

Indirect control Van Londen

10. A list of persons exercising indirect control (the partners) of Van Londen will be sent upon a client's written request.