

GENERAL TERMS AND CONDITIONS BAREND POST ADVOCATUUR

November 2018

1. Barend Post Advocatuur is the trade name of Barend Post Advocatuur B.V., with the corporate purpose to carry on a law practice. In these General Terms and Conditions, “Barend Post Advocatuur” includes the persons that act, or have acted, for or on behalf of Barend Post Advocatuur, whether or not in the employ or service of Barend Post Advocatuur.
2. These General Terms and Conditions are applicable to all instructions to Barend Post Advocatuur and to any legal relationship that arises as a result thereof or in connection therewith. These General Terms and Conditions are also stipulated for persons affiliated with Barend Post Advocatuur, any third party who, whether or not in the employ of Barend Post Advocatuur, is involved by Barend Post Advocatuur in the performance of any instructions or who is or may be liable in connection therewith, as well as all respective legal successors by operation of law [*onder algemene titel*].
3. The applicability of any general terms and conditions of the client is expressly excluded.
4. Notwithstanding the provisions of Sections 7:404 and 7:407(2) of the Dutch Civil Code, instructions will be deemed to have been accepted and performed exclusively by Barend Post Advocatuur, even where the express or implied intention is for such instructions to be performed by a specific person affiliated with Barend Post Advocatuur. Notwithstanding the provisions of Section 7:409 of the Dutch Civil Code, the persons affiliated with Barend Post Advocatuur are not personally obliged or liable to perform such instructions, and the death of any of them does not terminate the instructions, even if the instructions are given with the intention of it being performed by a specific person.
5. Barend Post Advocatuur is required by law, when accepting instructions, to establish the identity of the client, to verify that there is no reasonable evidence that the purpose of the instructions is to prepare, support, or conceal illegal activities, and to report, to the relevant authorities unusual transactions that have been, or are intended to be, conducted without notifying the client or obtaining its consent. By giving instructions to Barend Post Advocatuur, the client confirms that it is aware of the above obligations and undertakes to provide the relevant identity information, if necessary.
6. Instructions are performed exclusively for the benefit of the client giving the instructions. Unless Barend Post Advocatuur expressly consents in writing otherwise, no one other than the client may rely on, or derive any rights in connection with, the result of such instructions or the manner of its performance.
7. The client consents to the processing of the personal data provided to Barend Post Advocatuur, whether or not in connection with the instructions, and making those personal data available to persons within the Barend Post Advocatuur organisation who need such information in carrying out the instructions or managing the relationship with the client.
8. The client consents to the use of any method of communication customarily used at that time, including in particular the Internet and e-mail. At the request of the client, communication will be encrypted in a manner to be agreed.

9. Barend Post Advocatuur is entitled to engage third parties for the performance of the instructions, and is authorised to agree to terms and conditions that govern its relationship with a third party or that are stipulated by a third party. In the relationship with the client, Barend Post Advocatuur will be entitled to rely on such terms and conditions to the extent that they regard the performance of the instructions by such third party. In no circumstances will a client proceed directly against such third party. The client indemnifies Barend Post Advocatuur and the persons affiliated with Barend Post Advocatuur against any third-party claim arising from or related to the performance of the instructions.

10. Unless agreed otherwise in writing, the fee will be based on time worked multiplied by the applicable rates, which rates will be adjusted from time to time by Barend Post Advocatuur and which rates are based on the seniority, expertise, and experience of the persons affiliated with Barend Post Advocatuur who perform the instructions. The expenses paid by Barend Post Advocatuur for the client will be charged separately to the client. All amounts mentioned exclude value added tax. Barend Post Advocatuur may demand an advance payment as security for payment of any amounts due.

11. Unless agreed otherwise in writing, a client will be invoiced on a monthly basis for the work carried out. Payment is due within thirty (30) days from the date of the invoice. If payment is not made within this period, Barend Post Advocatuur may, without further notice of default being required, exercise its right to charge the client interest at the statutory rate. Barend Post Advocatuur has the right to suspend work if the client fails to pay the invoice or to provide an advance payment if requested.

12. Any liability arising from or related to the performance of any instructions will be limited to the amount that is paid out for that event under the liability insurance cover taken out by Barend Post Advocatuur, plus the amount of Barend Post Advocatuur's deductible that applies to this insurance cover. Claims for damages will lapse if proceedings are not instituted in the competent court within one year of the discovery of the relevant harm or loss.

13. A Company Complaints Settlement Scheme for the Legal Profession [*Kantoorklachtenregeling Advocatuur*] applies to the services provided and is available at address website.

14. The legal relationship between Barend Post Advocatuur and the client, as well as any claim for liability, is governed by the laws of the Netherlands. Any dispute relating to such legal relationship or claim must be submitted to the competent court in Amsterdam.

15. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version will be binding.

16. Barend Post Advocatuur is a trade name of Barend Post Advocatuur B.V. and has its registered office in Blaricum and is listed in the Trade Register of the Chamber of Commerce under number 32093272.

17. These General Terms and Conditions can be consulted at www.barendpostadvocatuur.com and may be amended by Barend Post Advocatuur. Any amendment will enter into force thirty (30) days after announcement thereof on www.barendpostadvocatuur.com.