

General terms and conditions KienhuisHoving advocaten en notarissen

Deposited at the office of the clerk of the court in Overijssel, zittingsplaats Almelo on February 10, 2015.

1. KienhuisHoving advocaten en notarissen is the trade name of KienhuisHoving N.V., having its registered office in Enschede and its principle place of business there at (7521 PR) Pantheon 25. Contracts as stipulated in these general terms and agreements are considered to be all agreements entered into with KienhuisHoving N.V.
2. Partners as stipulated in these general terms and conditions are persons who indirectly hold shares in KienhuisHoving N.V. A list of partners is available for inspection at the administrative office of KienhuisHoving N.V.
3. All contracts are assigned exclusively to KienhuisHoving N.V., which is therefore considered as the sole contracting partner. No contract will exist between the client and the person who executes the contract by virtue of any legal relationship to KienhuisHoving N.V. (such as a partner) or who is involved in the execution, not even if the contract is given with the intention that such person will execute it as defined in Section 7:404 of the Dutch Civil Code. The terms of Section 7:404 of the Dutch Civil Code and Section 7:407 (2) of the Dutch Civil Code are excluded. The contract entails the authority to perform legal transactions on behalf and at the expense of the client within the context of the contract.
4. Billing statements are payable within 30 days after the invoice date, which is a final deadline, unless agreed otherwise. The client is obligated to pay a contractual interest until the date of the billing statement has been paid in full if a billing statement is not paid before the final deadline. The contractual interest is the statutory interest of section 6:119a of the Dutch Civil Code. If the client fails to pay after a demand for payment the client is obligated to pay an additional 15% of the billing statement for all (extra)judicial costs, with a minimum of € 100.00. The statutory provisions for (extra)judicial costs shall apply if the client is a consumer. KienhuisHoving N.V. is entitled to suspend the performance of its obligations without being liable for any damages if the client fails to pay the billing statement before the final deadline.
5. Any liability on the part of KienhuisHoving N.V. and any liability of a person who executes the contract by virtue of any legal relationship to KienhuisHoving N.V. (such as a partner) or who is involved in the execution of the contract, is limited to the amount that would be paid out in such a case under the professional liability insurance policy(ies) taken out by KienhuisHoving N.V., plus the amount of the deductible in conformance with the respective applicable policy(ies), but without detriment to the terms set forth in the last sentence of this clause.

Copies of the current policies with conditions are available for inspection at the administrative office of KienhuisHoving N.V. If for whatever reason no payments are made pursuant to the afore-mentioned insurance policy, any liability will be limited to an amount of €30,000.00, or, if the fee, excluding VAT, that is paid for the execution of the contract to which the claim is related is greater than €30,000.00 excluding VAT, liability will be equal to the paid fee with a maximum of €200,000.00.
6. The limitation of liability described in Clause 5 is also applicable in the event that KienhuisHoving N.V. is liable for the improper functioning of equipment, software, databases, registries or other items, without exception, used for the execution of the contract. The limitation of liability is also applicable if an e-mail message is not transmitted and/or received properly or completely or in a timely fashion. The client grants KienhuisHoving N.V. the right to communicate with him/her and with others by e-mail, with the due understanding that the confidentiality of the information sent by e-mail is not guaranteed.
7. KienhuisHoving N.V. is not liable for failures made by third parties it employs for the execution of the contract. The client authorizes KienhuisHoving N.V. to accept general terms and conditions (with any liability limitations) stipulated by such third parties, for the benefit of the client and on behalf of him/her as well, and indemnifies KienhuisHoving N.V. from any rights of such third parties that are related to claims of the client against such third parties.
8. The conditions of these general terms have also been made for the benefit of anyone who executes or is involved with a contract at KienhuisHoving N.V. on behalf of a client, by virtue of any legal relationship to KienhuisHoving N.V. or who is involved in the execution of such contract, including, specifically, all attorneys-at-law, civil-law notaries, candidate civil-law notaries and all other persons who work with, for or on behalf of KienhuisHoving N.V. directly or indirectly, whether or not as a partner, as well as third parties who are engaged by KienhuisHoving N.V.
9. The legal relationship between KienhuisHoving N.V. and the client is subject exclusively to the laws of the Netherlands. Any disputes will be decided exclusively by the competent court for the registered office of KienhuisHoving N.V.
10. If a translation of these general terms and conditions is sent to a client, the Dutch text is decisive.