



General Terms and Conditions TeekensKarstens Advocaten B.V. version TKA.2019-01

1. Whenever the term 'TeekensKarstens' is used in this document, it is always understood to mean 'TeekensKarstens': the private company with limited liability TeekensKarstens Advocaten B.V.
2. The term "General Terms and Conditions" is used in this document to refer to: the General Terms and Conditions TeekensKarstens, the most recent version of which has been filed by TeekensKarstens with the Chamber of Commerce under number 27356963 and which can be found on the website www.tk.nl.
3. Where in this document the term "Client" is used, this means: every natural person, legal entity or partnership that (alone or jointly with others) has assigned TeekensKarstens to provide services.
4. The General Terms and Conditions apply to all legal relationships between the Client and TeekensKarstens.
5. TeekensKarstens processes personal data in accordance with applicable laws and regulations, including the General Data Protection Regulation. More information about the processing by TeekensKarstens can be found in the Privacy Statement. The Privacy Statement can be consulted via the website www.tk.nl.
6. Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply to the Client's legal relationship with TeekensKarstens. This means, among other things, that - unless expressly agreed otherwise - the execution of the assignments that the Client has given to TeekensKarstens may, if necessary, be carried out by more than one person or by a person other than the person with whom the assignment was originally placed.
7. It is of great importance that the Client provides all data, information and/or documents necessary for the proper execution of the assignment to the person handling the assignment in a timely and complete manner and that the Client provides the person handling the assignment with full capacity to execute the assignment. If the Client fails or might fail in this respect, TeekensKarstens is entitled to immediately suspend or terminate the assignment, without TeekensKarstens becoming liable for compensation as a result. TeekensKarstens is also entitled to suspend or terminate the assignment if the Client fails to fulfil the Client's financial obligations towards TeekensKarstens.
8. The liability of TeekensKarstens towards the Client for damage, for whatever reason, is always limited to the amount paid out by the insurer of TeekensKarstens in the case concerned, including the excess borne by TeekensKarstens in connection with that insurance. At the Client's initial request, TeekensKarstens will provide the Client with all relevant information regarding TeekensKarstens' insurance policy. If in a specific case there is no claim to any payment from the insurer referred to above, TeekensKarstens' liability will always be limited to a maximum of the total fee charged by TeekensKarstens to the Client, excluding VAT.
9. If necessary, the shareholders of TeekensKarstens, its management board, all employees and other persons involved in the execution of any assignment may also invoke the General Terms and Conditions vis-à-vis the Client, including the limitations of liability.
10. TeekensKarstens is not liable to the Client for any damage resulting from shortcomings of third parties engaged by or recommended by TeekensKarstens on behalf of the Client (e.g. bailiffs and external experts). TeekensKarstens is authorised to accept limitations of liability by said third parties on behalf of the Client.
11. The TeekensKarstens Lawyers 2018 Office Complaints Procedure applies to the legal relationship between TeekensKarstens and the Client, which describes, among other things, in which way the Client can submit any complaints about the services to TeekensKarstens. The TeekensKarstens Lawyers 2019 Office Complaints Procedure can be consulted on the website www.tk.nl.
12. The Client shall be obliged to notify TeekensKarstens in writing of any complaints about the execution of the assignment within four weeks of the circumstances giving rise to the complaint become known, failing this the Client's right to compensation will lapse (*vervallen*). For Clients who are consumers within the meaning of Section 6:236 of the Dutch Civil Code, the latter expiry period shall have a duration of one year after the circumstances referred to above have become known.
13. The Client shall indemnify TeekensKarstens against all claims of third parties (e.g. the other party in a dispute) against TeekensKarstens, including the reasonable costs of legal assistance, insofar as the claims of those third parties are in any way related to or result from the work that TeekensKarstens has done for the Client.
14. The copyright on all works within the meaning of the Copyright Act drawn up by TeekensKarstens and/or provided to the Client or third parties is vested exclusively in TeekensKarstens (or, if TeekensKarstens is not the author of the work in question: the author(s) of the work in question).
15. The hourly rates of TeekensKarstens, which were agreed upon at the time of acceptance of the assignment, can be adjusted annually (as of 1 January) by TeekensKarstens on account of inflation and/or an increase in the years of experience of the TeekensKarstens employee(s) handling the assignment.
16. Payment of an invoice by the Client shall be made within the payment term indicated on the invoice or, in the absence of such a payment term, within fourteen days of the date of the invoice. The Client is obliged to inform TeekensKarstens of any complaints about the (amount of the) invoice within the applicable payment term, failing this the right to complain lapses (*vervallen*). For Clients who are consumers within the meaning of Section 6:236 of the Dutch Civil Code, the latter term is one year after the date of the invoice. If the Client fails to pay an invoice within the payment term described above, the Client will be in default by operation of law and the Client will owe statutory commercial interest (or, if the Client is a consumer: statutory interest). If the Client has not paid (on time and in full) even after having been reminded to do so, the Client will also owe extrajudicial collection costs, in accordance with the Dutch Extrajudicial Collection Costs (Standardisation) Act (*Wet Normering Buitengerechtelijke incassokosten*).
17. Payments received by TeekensKarstens from the Client will first be applied to the costs owed, then to the interest owed, while the remainder will be applied to the oldest unpaid invoice, irrespective of any description given by the Client when making the payment.
18. In cases where an advance payment is made, the advance payment is in principle not offset against interim declarations, but only against the final declaration. Any remainder of the advance will be refunded at the end of the assignment without TeekensKarstens owing any interest in relation to the advance.
19. TeekensKarstens is authorized to adjust the General Terms and Conditions regularly. If this happens, the new version of the General Terms and Conditions will automatically apply to all legal relationships as referred to in point 3 of these General Terms and Conditions and the new terms and conditions will replace the present terms and conditions. For Clients who are consumers as referred to in Articles 6:236 and 6:237 of the Dutch Civil Code, if an adverse change to the General Terms and Conditions occurs, they are entitled to terminate any agreements with TeekensKarstens.
20. Dutch law applies exclusively to the legal relationship(s) between the Client and TeekensKarstens and all ensuing obligations.
21. The Court of The Hague has exclusive jurisdiction over disputes between TeekensKarstens and the Client, unless the Client is a consumer within the meaning of Section 6:236 of the Dutch Civil Code, in which case any court qualified according to the statutory competence rules is authorised to decide on the dispute.
22. The General Terms and Conditions are drawn up in Dutch. For the convenience of the Client, translations into German and English have also been drawn up. In the event of a dispute about the content or scope of the General Terms and Conditions, the Dutch text is binding.