

GENERAL CONDITIONS

1. Lexington Law Firm (Lexington) is a professional partnership consisting of private limited liability companies ('professional companies'), which has the objective to practice law in the broadest sense.
2. All briefs are deemed exclusively to have been issued to and accepted by Lexington, also if the express or tacit intention is for a brief to be handled by a specific person. The applicability of Articles 7:404, 7:407, paragraph 2 of the Dutch Civil Code is excluded.
3. When engaging third parties, excluding bailiffs, Lexington will consult with the client as much as possible and in any case exercise due care in the selection of third parties. Lexington is not liable for shortcomings of any kind by these third parties. Lexington is authorised by the client to accept any limitations of liability of third parties on behalf of the client.
4. The client indemnifies Lexington against all third party claims, not including the reasonable costs of legal assistance, which are related in any way to the activities carried out for the client.
5. Except in the case of intentional act or gross negligence by Lexington, any liability of Lexington arising from an event - including an omission - which results in liability, is limited to the amount that is paid out in the relevant case by the professional liability insurance policy or policies taken out by it, plus the amount of the excess that is not at the expense of the insurance as per the policy conditions.
6. The limitation period or expiry period within which the client may enforce any claim against Lexington (including, but not limited to a claim for damages) is one year from the time when the client became aware or could reasonably have been aware of the existence of these rights and authorities.
7. Not only Lexington, but also all colleagues, former colleagues and other persons engaged or formerly engaged in the performance of a brief, including any of their heirs, can invoke these general conditions.
8. Unless otherwise agreed in writing, the fee will be calculated based on the number of time units worked multiplied by the rates per time unit, as set by Lexington from time to time. Any advances paid for the benefit of the client will be charged separately. To cover general office expenses (postage, telephone, fax, copying and email costs), a surcharge may be added to the fee. All amounts are exclusive of VAT.
9. Activities are in principle invoiced monthly to the client, with a 14-day payment term. Failing timely payment, Lexington is entitled to charge the statutory interest.
10. Existing and future legal relationships between the client or any third party and Lexington are governed by Dutch law. All disputes arising from these legal relationship are resolved in the first instance by the District Court of North Holland or, exclusively at Lexington's discretion, by the court in the place of residence of the client or third party.
11. All disputes that may arise from the realisation and/or performance of the services of Lexington, including all fee disputes, will be resolved in accordance with Lexington Law Firm's office complaints procedure.
12. These general conditions have been drawn up in Dutch and translated into English. In the event of any discrepancy between the Dutch version and the translation, only the Dutch version is binding.
13. These general conditions have been filed with the court registry of the District Court of North Holland under number 17/2016, and can also be inspected on the website of Lexington: www.lexadv.nl.