

General Terms and Conditions Van Harmelen Beijneveld Van Houten

1. Van Harmelen Beijneveld Van Houten is a partnership whose object is the practice of law as attorneys-at-law. The partners of Van Harmelen Beijneveld Van Houten are private companies with limited liability. A list of partners will be made available upon request.
2. These general terms and conditions are applicable to any instructions including any subsequent, amended or additional instructions given to Van Harmelen Beijneveld Van Houten, any partner or any employee of Van Harmelen Beijneveld Van Houten, and to any legal relationship that arises as a result thereof or in connection therewith. These general terms and conditions also apply to benefit any third party who, whether or not in the service of Van Harmelen Beijneveld Van Houten, is involved in the implementation of any instructions or who is or may be liable in connection therewith.

Acceptance by or on behalf of Van Harmelen Beijneveld Van Houten of a client's assignment which refers to its own general terms and conditions, shall be deemed to occur with the explicit rejection of the client's general terms and conditions.

3. Van Harmelen Beijneveld Van Houten shall be obliged to exercise the due care that, in the given circumstances, may reasonably be expected from it with respect to the services provided by or on its behalf. Achieving the intended result is not guaranteed by Van Harmelen Beijneveld Van Houten.
4. Van Harmelen Beijneveld Van Houten considers all client assignments to have been given to Van Harmelen Beijneveld Van Houten as an organisation, even in the event that it is the explicit or implicit intent that the assignment be performed by a specific person. Article 7:404 (which provides for the latter) and article 7:407 subsection 2 (which, for the former, creates a joint and several liability where assignments have been given to two of more persons) of the Dutch Civil Code shall not apply.
5. In the event that when carrying out a client assignment, an event should occur which may lead to a liability, such liability shall be limited to the amount or amounts indemnified by Van Harmelen Beijneveld Van Houten's professional liability insurance. Such amount(s) shall include Van Harmelen Beijneveld Van Houten's deductible as stated under this insurance. This event shall also include a failure to act. Furthermore, Van Harmelen Beijneveld Van Houten is not liable for consequential damages.
6. Van Harmelen Beijneveld Van Houten is free to arrange for instructions to be carried out under its responsibility by the partners and members of staff of Van Harmelen Beijneveld Van Houten to be nominated by it, with the engagement of third parties as the occasion arises.
7. Van Harmelen Beijneveld Van Houten will exercise due care when hiring a third party (other than for the assistance of local counsel or bailiffs) and will consult with a client about the selection of a third party if it is customary and reasonable in the context of the client relationship to do so. Van Harmelen Beijneveld Van Houten is not liable for defaults on the part of such a third party.

8. A client will be invoiced every two months for the instructions given. The time for payment is fourteen days of the date of the invoice. Set off or suspension by the client is not allowed. An advance payment may be requested at any time for services that have been or will be provided. Van Harmelen Beijneveld Van Houten has the right to suspend further implementation or any instructions if an advance payment is not provided.
9. The relationship between Van Harmelen Beijneveld Van Houten and its clients shall be governed by Dutch Law. Disputes shall be settled exclusively by the competent Court of Rotterdam. Nevertheless, Van Harmelen Beijneveld Van Houten has the right to submit disputes to the Court that would have had jurisdiction over disputes if the above nomination of jurisdiction had not been made.
10. These general terms and conditions have been drawn up in Dutch and English. The Dutch text shall prevail and shall be binding in the event of any difference in content or tenor.
11. These general terms and conditions have been filed at the Court Registries of the Court of Rotterdam on the 8th of February 2006 under number 15/2006 and can also be viewed at www.vhenb.nl.