

GENERAL TERMS AND CONDITIONS

1. Fruytier Lawyers in Business is a Dutch, civil partnership of private limited liability companies ("practice partnerships"). A list of the partners of Fruytier Lawyers in Business will be sent upon request.
2. All instructions, barring articles 7:404 and 7:407, section 2, Civil Code, are exclusively accepted and carried out by Fruytier Lawyers in Business, under the (exclusive) application of the current general conditions. These general conditions are also (exclusively) applicable to subsequent or supplementary instructions of the client. A contract for professional services with Fruytier Lawyers in Business becomes effective once it is accepted by Fruytier Lawyers in Business in writing. Regarding the making of the contract, Fruytier Lawyers in Business may only and exclusively be represented by lawyers who are affiliated with Fruytier Lawyers in Business. Instructions given to Fruytier Lawyers in Business lead to obligations to perform according to the best of their ability, however, they do not lead to obligations to produce a result. The terms agreed upon with Fruytier Lawyers in Business within the framework of issued instructions are regarded as target dates and not as a expiration dates.
3. The client may cancel his instruction at all times by means of a written cancellation. Fruytier Lawyers in Business are, or the respective lawyer is, entitled to cancel the instruction, however, under the observance of such a term, and in such a way that it least prejudices the client's interests.
4. The client guarantees the correctness, the fullness and reliability of the information, data and documentation provided to Fruytier Lawyers in Business, and/or the respective lawyer, even if these were obtained from third parties.
5. The client is aware of the fact that the obligation to secrecy guaranteed by Fruytier Lawyers in Business cannot be guaranteed regarding the information that was supplied by e-mail or cell phone to or by client.
6. Any liability of Fruytier Lawyers in Business is limited to the amount that will be paid in the respective case on the basis of the law firm's corporate liability insurance, increased by the deductible amount (eigen risico) which, according to the policy conditions, is not covered by the insurer(s). No liability is accepted for oral instructions which were not put in writing. If, and in so far as, for whichever reason no payment should be forthcoming of the intended insurance then any liability is limited to an amount of € 25,000.= or, if the professional fees charged by Fruytier Lawyers in Business in the respective matter are higher, any liability is limited to the charged amount with a maximum of € 100,000.00. Not only Fruytier Lawyers in Business, but also any other persons involved in the execution of any instruction of a client may appeal to these general conditions regarding the client of Fruytier Lawyers in Business. The same shall apply to the management and shareholders of the respective partners (practice partnerships), as well as any former employees, including their eventual heirs, if they are held liable once they have left the office of Fruytier Lawyers in Business. Any right of action expires 12 months after the claim should have been reasonably known and it expires at any rate after 5 years.
7. The aforementioned is also applicable for the directors and shareholders of the respective practice partnerships, as well as formers associates, including their heirs, in case they are being held liable after they have left Fruytier Lawyers in Business.
8. In contracting any third parties, such as bailiffs, procurators, experts, foreign lawyers, etc., Fruytier Lawyers in Business shall consult the client in advance as much as possible and at any rate, the firm shall practice the necessary caution in the selection of third parties. Fruytier Lawyers in Business are not liable for shortcomings of third parties. Fruytier Lawyers in Business are authorised by the client to accept any liability limitations of third parties on behalf of the client.

9. Changes in the competence of the client, or of his representatives, or of persons acting on his behalf with power of attorney shall, even if the registration thereof has occurred in the public registers, only be valid to Fruytier Lawyers in Business once Fruytier Lawyers in Business have been informed in writing of such a change.
 10. The client warrants Fruytier against any claim from third parties, reasonable costs of legal representation included, that are in any way connected to the work done for client, unless caused by gross negligence or intentional misconduct on our part.
 11. Unless agreed otherwise, the professional fee will be chargeable on the basis of the number of hours spent on the case multiplied by the hourly rates set by Fruytier Lawyers in Business. Fruytier Lawyers in Business may change their hourly rates, per annum. An increase of the hourly rates may not exceed 10%. If the interest exceeds € 500,000.00 or the urgency of the case is great, the hourly rate may be increased by multiplying it by a factor of five (maximum). Fruytier Lawyers in Business are entitled to require the payment of an advance. A paid advance may be settled by the final invoice. If the client defaults on the payment of what he owes then, once the client has been informed of this, Fruytier Lawyers in Business are, and/or the respective lawyer is, entitled to suspend the work on the client's behalf. Fruytier Lawyers in Business accept no liability whatsoever for any possible damage which the client and/or any third party might suffer due to the suspension referred to above.
 12. Any costs incurred and paid for by Fruytier Lawyers in Business on the client's behalf, among those but not limited to, court costs, bailiff, procurators will be mentioned on the invoice separately. In order to cover general office expenses (such as postage, telephone, fax and copying costs, etc.) an additional percentage of the professional fees will be chargeable.
 13. The services will be chargeable to the client on a monthly basis, with a 14-day term of payment, starting from the date of invoice.
- The client may not derive any rights from this principle. Fruytier Lawyers in Business are entitled, after the expiration of the term of payment, to claim compensation of the legal interest as well as of the extrajudicial debt collection costs (which costs may be budgeted at 15% of the outstanding amount). In the case in which funds belonging to the client are deposited in a third party account, and in which the term of payment for the client has expired, Fruytier Lawyers in Business shall submit a proposal to the client for the settlement of the outstanding invoice with the credit balance of the third party account. The client may not unreasonably withhold his permission to the proposal.
14. The legal relationships between the client and Fruytier Lawyers in Business are subject to Netherlands law. Disputes shall exclusively be settled by the competent Dutch court in Amsterdam, The Netherlands.
 15. If and to the extent in which one of the clauses of these general conditions are void or subject to annulment then instead of that clause the legal arrangement should be read that according to article 3:42 of the Civil Code is effective and the other clauses of these general conditions remain effective.
 16. The Dutch version of the text shall be binding in the case in which there is a discrepancy between the English and Dutch version of these general conditions.