

General Terms and Conditions of ABC Legal

Clause 1 ABC Legal

ABC Legal is the private company with limited liability Advocaten in Business en Consultancy B.V. or any legal successor under universal or particular title and/or any other company associated with Advocaten in Business en Consultancy for which these Conditions have been entered into. ABC Legal is listed in the Commercial Register under number 34295590 and is registered with the tax authorities under VAT number 819087506. The lawyers working at ABC Legal are registered with the Netherlands Bar (*Nederlandse Orde van Advocaten*) (Neuhuyskade 94, 2596 XM, The Hague).

Clause 2 General

1. These General Terms and Conditions apply to any offer of and agreement with ABC Legal. The General Terms and Conditions are published on the website:
https://www.abc-legal.com/wp-content/uploads/2018/12/terms_and_conditions_ABC_Legal_ENG.pdf.
2. Any deviations from these Conditions only apply to the extent that ABC Legal has explicitly agreed to them in writing. Different stipulations will only apply to the respective agreement in which they have been made.
3. ABC Legal is entitled to amend these General Terms and Conditions unilaterally.
4. The amended General Terms and Conditions are applicable to the new agreements from the moment they have been amended and to agreements already existing from thirty days after the written (electronic) announcement onwards.
5. Where in these Conditions any rights or favours are established for the benefit of ABC Legal, such rights and favours are also considered to have been stipulated for the benefit of third parties engaged by ABC in connection with the performance or the implementation of the agreement.
6. The applicability of the general terms and conditions of the client (or of the third parties engaged by the client) is explicitly rejected.
7. If one or several clauses in these Conditions should be declared invalid, the other clauses of these Conditions shall remain fully effective and ABC Legal and the client shall consult in order to agree on new clauses to replace the invalid or annulled clauses, observing as much as possible the object and purport of the invalid or annulled clauses.

Clause 3 – Offer and acceptance

1. All offers by ABC Legal – which in principle only apply to a specific assignment – are indicative and without any obligation (revocable), unless a period for acceptance has been specified in the offer.
2. Acceptance deviating (with respect to minor items) from the offer of ABC Legal shall not bind ABC.
3. Every agreement will be exclusively accepted and performed by ABC Legal, setting aside Sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code, which means that all assignments of clients are explicitly considered (partly for efficiency of handling the case) to have been given to the firm of ABC Legal even if it is intended that an assignment will be performed by a specific lawyer.
4. ABC Legal points out to the client that the latter might be eligible for legal aid financed by the authorities. In principle ABC Legal will not accept any assignments which are financed with legal aid.

Clause 4 – Fee and costs

1. ABC Legal is entitled to adjust its rates every year, for instance as of 1 January on the basis of the consumer price index (CPI).
2. All rates and prices are exclusive of VAT and other statutory levies imposed by the authorities, unless explicitly agreed otherwise.
3. ABC Legal will pass on the so-called out of pocket expenses it incurs, such as (but not limited to) travel expenses, courier costs, translation costs and in general the costs of third parties engaged. These costs will be incurred reasonably as well as in consultation in advance insofar this is reasonably possible. ABC Legal will produce in this connection all necessary and adequate documents at the first request of the client.
4. To the extent that ABC Legal charges an hourly rate as its fee, ABC Legal will work on the basis of 10 minute units.

Clause 5 – Payment

1. Invoices for the fee and costs of ABC Legal will be charged regularly (monthly).
2. Payment must take place within 14 days after the invoice date, in a manner to be indicated by ABC Legal in the currency in which the invoice is made out. Suspension or setoff of the payment obligation is excluded.
3. Payments serve in the first place to pay any interest and costs due and subsequently to pay the invoices due which have been longest outstanding. ABC Legal may, without being in default, refuse an offer for payment if the client should apply a different order in the allocation of the payments.
4. Should the payment period be exceeded, the client will owe default interest – even without a notice of default to this end – from the due date onwards which is equal to 1% per month (and for commercial parties the rate of the statutory commercial interest rate), unless the statutory interest rate is higher in which case the statutory interest rate applies. The interest on the amount due will be calculated from the moment the client is in default until the moment the amount is paid in full. Part of a month is considered as a full month.
5. From the due date onwards the client will also owe extrajudicial, actual (collection) costs (and any court costs) incurred on the outstanding invoice amount.
6. For reasons of its own ABC Legal is entitled to demand the full payment (or a part of it) as an advance. Insofar as ABC Legal has demonstrably carried out any activities in (preparation of) performing the agreement, the client will be obliged to reimburse these activities fully. The advance will be offset in the last invoice of the activities to which payment of the advance relates.
7. To the extent that ABC Legal retains funds for the client in its client account (*Stichting Beheer Derdengelden Advocatuur*), ABC Legal will be entitled to offset these funds against all invoices for the client still outstanding.
8. ABC Legal is entitled to invoice electronically (via e-mail).

Clause 6 - Liability

1. ABC Legal will not be liable for damage caused in performing the agreement (or for damage caused by third parties it has engaged in connection with the agreement), except in the event of the intention or conscious recklessness of ABC Legal, provided this has been demonstrated by the client.
2. In the event that ABC Legal is liable for damage, this liability will be limited to the amount paid by the professional liability insurer of ABC Legal in this connection. Insofar as in any particular case the insurer will not make a payment, the liability for the total damages arising from or in connection with the agreed activities will be limited to the amount that has been paid by the client to ABC Legal for the activities in connection with which the damage was caused. In that case the client will only be entitled to claim this limited amount from ABC Legal.
3. When in performing the agreement ABC Legal engages third parties, it does not accept any liability for damage which is a result of the shortcomings of these third parties.
4. All claims by the client shall lapse twelve months after the activities to which these claims relate have been carried out by ABC Legal.

Clause 7 – Ownership rights

1. All works provided and/or supplied pursuant to the agreement, including advice specifically given for the benefit of the client, agreements, litigation documents, models, reports and other documents are exclusively the property of ABC Legal or its licensors. This applies to works which are vested with intellectual or industrial property rights as well as works from which such rights cannot be derived.
2. ABC Legal gives the client consent to use these works in connection with its normal business operations.
3. Without the explicit consent of ABC Legal the client is therefore not allowed to use these works in a wider sense than has been agreed (such as reproducing, disclosing or providing these works to third parties). For any wider use ABC Legal agrees a fee further to be determined reasonably without losing any rights.

Clause 8 - Secrecy

ABC Legal and the client will keep secret all confidential information about each other which they have obtained in connection with their legal relationship.

Article 9 - Termination

ABC Legal is entitled to terminate or dissolve any agreement or other legal relationship between ABC Legal and the client or to dissolve or suspend its obligations with immediate effect if the client: (a) does not fulfil his obligations even after a notice of default (if legally required), or (b) has applied for a moratorium or bankruptcy, or has been declared bankrupt, or proceeds to a voluntary winding-up of his business operations; or (c) has not furnished in advance the security agreed for his fulfilment or this security is insufficient; or (d) is in such circumstances that ABC Legal has reasons to fear that the client will not fulfil his obligations. The right to terminate, dissolve or suspend the agreement does not affect the additional right of ABC Legal to claim damages from the client.

Clause 10 – Complaints arrangement

The client's complaints of any nature whatsoever about ABC Legal and the persons it employs will be escalated (free of charge) to the complaints officer, *mr. A. Kijl* (or his substitute). The complaints officer gives the complainant and the person who has been complained of the opportunity to elaborate on the complaint and will assess in writing the justification of the complaint stating the reasons within one month after submission of the complaint (subject to a different period, in which case good reasons shall be given why this different period is justified and which period will then be applied). Should this complaints arrangement not lead to a solution, any dispute may be submitted for settlement to the competent court.

Article 11 - Applicable law and competent court

1. All agreements and legal relationships with ABC Legal are exclusively governed by Dutch law.
2. Any dispute between the client and ABC Legal will in first instance exclusively be submitted to the competent court in Amsterdam, notwithstanding the right of ABC Legal to submit a dispute to any other competent court.