

General Terms and Conditions Rutgers & Posch N.V. - August 2021

1. Rutgers & Posch N.V. is a limited liability company (naamloze vennootschap) incorporated under Dutch law with its corporate seat in Amsterdam, The Netherlands. It is registered in the traderegister under no. 56919891. Rutgers & Posch N.V. is a law firm.
2. A “partner” means a person who directly or indirectly holds a share in Rutgers & Posch N.V. A “third party” means anyone other than Rutgers & Posch N.V. with respect to which a legal relationship (rechtsbetrekking) within the meaning of articles 3 and 4 exists or is alleged.
3. These General Terms and Conditions as well as the scheme for settlement of complaints of Rutgers & Posch (available at www.rutgersposch.com) are applicable to any instructions (opdrachten) including any subsequent, amended or additional instructions given to Rutgers & Posch, any partner or any employee of Rutgers & Posch, and to any legal relationship (rechtsbetrekking) that arises as a result thereof or in connection therewith.
4. These General Terms and Conditions are applicable to any legal relationship (rechtsbetrekking) that arises as a result of or in connection with the use of any website maintained by Rutgers & Posch.
5. These General Terms and Conditions are applicable to any legal relationship (rechtsbetrekking) that is created when advice arising as a result of or in connection with any legal relationship described in articles 3 and 4 is relied upon, whether pursuant to these General Terms and Conditions or not.
6. These General Terms and Conditions apply to benefit any third party who, whether or not in the service of Rutgers & Posch, is involved in the execution of any instructions (opdrachten) or who is or may be liable in connection therewith.
7. Instructions (opdrachten) are accepted by and on behalf of Rutgers & Posch only, even where the expressed or implied intention is for such instructions to be executed by a specific person. Notwithstanding sections 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code, even where instructions are given with a view to them being executed by a specific person, no partner and no other individual who takes instructions for or on behalf of Rutgers & Posch, whether employed by Rutgers & Posch or not, is personally obligated or liable to execute such instructions and the death of any such partner or other individual does not terminate the instructions, even if given with a view to them being executed by a specific person. By giving an instruction that is accepted by Rutgers & Posch, the client waives any claim on any ground resulting from the execution of the instruction towards any third party within the meaning of article 2.
8. Instructions (opdrachten) are executed exclusively for the benefit of the client who requests them. Unless Rutgers & Posch expressly consents in writing, no one other than the client may rely on or has any rights in connection with the results of such instructions or the manner of execution thereof.
9. While executing instructions (opdrachten), Rutgers & Posch will take appropriate measures to preserve the confidentiality of the client relationship. Nevertheless, the following applies to such instructions, unless expressly agreed otherwise: (a) The client consents to the distribution of information available within the organisation of Rutgers & Posch to all those within the organisation of Rutgers & Posch for whom it is useful to have such information in connection with the execution of the instructions or the administration of the relationship with the client; (b) The client consents to the use of any method of communication customarily used at that time, including the internet.
10. Rutgers & Posch will exercise due care when hiring a third party and will consult with a client about the selection of a third party, other than for the assistance of a bailiff (deurwaardersbijstand), if it is customary and reasonable in the context of the client relationship to do so. Rutgers & Posch is authorised to agree to any terms and conditions that are applicable to the relationship between it and a third party or that is stated by a third party. In the relationship with the client Rutgers & Posch can rely on such terms and conditions in as much as it concerns the execution of the instructions (opdrachten) by such third party. In no circumstances will a client directly claim against such third party.
11. In the context of executing instructions (opdrachten), Rutgers & Posch and Stichting Beheer Derdengelden Rutgers & Posch may hold funds for clients or third parties and deposit these funds with a bank chosen by them. They will not be liable if this bank fails to fulfil its obligations.
12. Unless agreed otherwise in writing, fees will be based on time worked multiplied by the applicable rates as set from time to time by Rutgers & Posch. The applicable rates are available upon request at any time. Disbursements incurred on a client’s behalf will be charged separately. All amounts to be mentioned exclude value added tax.
13. As a rule, a client will be invoiced on a monthly basis for the instructions (opdrachten) given. The time for payment is thirty days of the date of the invoice. If payment is not made within this time, Rutgers & Posch may, without further notice, exercise its right to charge and receive statutory interest. An advance payment may be requested at any time for services that have been or will be provided. Rutgers & Posch has the right to suspend further execution of any instructions if an advance payment is not provided.
14. Any liability arising out of or in connection with any instructions (opdrachten) is limited to the amount that is paid out for that event under the liability insurance coverage taken out by Rutgers & Posch, plus the amount of the deductible (eigen risico) applicable to this insurance coverage. If for any reason whatsoever no benefits are payable under this insurance, liability is limited to three times the amount paid in the relevant calendar year by a client for the instructions provided, but only up to a maximum of EUR 500,000.
15. Any legal relationship (rechtsbetrekking) that arises out of or in connection with a relationship within the meaning of articles 3, 4 and 5 is subject to Dutch law. Any dispute arising out of such a legal relationship shall be submitted to the exclusive jurisdiction of the competent courts in Amsterdam. No claim can be made unless litigation is commenced in such a court within one year of discovery thereof. Rutgers & Posch, as claimant, has the option to submit a dispute to any court that has jurisdiction in the absence of this provision.
16. Pursuant to applicable legislation Rutgers & Posch is obliged to verify the identity of the client and to report unusual transactions to the authorities in certain circumstances. By instructing Rutgers & Posch, the client confirms that it is aware of this obligation and gives its permission, to the extent required.
17. These General Terms and Conditions are available in Dutch and English. In the event of a dispute about the contents or intention of these General Terms and Conditions, only the Dutch version and its meaning in the Dutch jurisdiction are binding.

These General Terms and Conditions are available at www.rutgersposch.com.