

GENERAL TERMS AND CONDITIONS of Meulenkamp Advocaten

1. These General Terms and Conditions are applicable to each and every engagement awarded to the partnership Meulenkamp Advocaten and the partners affiliated with the same and/or Advocaten and/or employees employed by or otherwise active for the same, including each and every follow-up engagement or agreements deriving from the same, including opinions and/or statements supplied. The applicability of any general or other terms and conditions of the principal(s), hereinafter referred to as: the client, is expressly rejected. Meulenkamp Advocaten is entitled to change these general terms and conditions.
2. Any and all engagements of the client are exclusively accepted and performed by Meulenkamp Advocaten, also if it is expressly or implicitly the intention that an engagement shall be performed by a specific person. Applicability of the provisions set forth in Section 404 and Section 407 Subsection 2 of Book 7 of the Dutch Civil Code is excluded.
3. Meulenkamp Advocaten shall invoice its activities on an hourly basis in conformity with the basic hourly rate applicable at Meulenkamp Advocaten or a rate further to be stipulated. The basic hourly rate can annually be adjusted by Meulenkamp Advocaten. Meulenkamp Advocaten is entitled to charge the travel and subsistence expenses separately. On demand, an itemisation of the activities and the time spent shall be made available to the client.
4. Meulenkamp Advocaten is entitled to charge a fixed percentage of 6% on the fee for variable, non-itemised, office expenses, e.g. postal charges, copy, telephone, paper, telefax, internet expenses and the like. Meulenkamp Advocaten is entitled to change this percentage annually. The expenses to be incurred by Meulenkamp Advocaten with third parties in the context of the engagement, e.g. bailiff, court fees, extracts, experts, are payable to Meulenkamp Advocaten by the client.
5. When hiring third parties in the context of the performance of the engagement awarded to Meulenkamp Advocaten it shall observe the necessary due care and consult with the client about the choice of the said third party in advance as much as possible, barring in case of the assistance of a bailiff. Each and every liability of Meulenkamp Advocaten for errors of the said third parties is excluded by Meulenkamp Advocaten. Meulenkamp Advocaten is authorised to accept potential limitations of liability of the said third parties on behalf of the client.
6. The client indemnifies Meulenkamp Advocaten against any and all claims of third parties that are related to or derive from the engagement(s) awarded by the client and/or the activities performed respectively to be performed for or for the benefit of the client.
7. Fee notes to be sent by Meulenkamp Advocaten must be paid within 14 days after the date of the fee note, failing which the client shall be in default and shall be liable to pay Meulenkamp Advocaten interest at a rate of 1% per month or part of a month on the amount of the fee note.
8. Meulenkamp Advocaten is entitled to settle its fee notes with the amounts payable to the client by Meulenkamp Advocaten and/or the Clients' Fund Foundation Meulenkamp et al. The client is not entitled to suspend or settle the payment.
9. The emails sent by Meulenkamp Advocaten are confidential and exclusively meant for the recipient. Disclosure, reproduction, dissemination and/or supply of the said emails respectively the information contained in the same, in the broadest sense of the word, to third parties is not allowed without consent of Meulenkamp Advocaten. Meulenkamp Advocaten cannot guarantee that an email message sent is free from viruses or that email messages are transmitted without infringement or intervention by unauthorised third parties. Meulenkamp Advocaten does not accept liability for damages that are incurred, either directly or indirectly, in connection with incorrect and/or incomplete and/or erroneous transmission of the content of an email sent or for late receipt of the same.
10. The professional liability of Meulenkamp Advocaten respectively that of the partners affiliated with Meulenkamp Advocaten and/or Advocaten and/or employees employed by or otherwise active for the same in connection with the engagement(s) awarded by the client and/or the activities performed respectively to be performed is limited to the amount that, as the occasion arises, is actually paid out in the context of the professional liability insurance taken out by Meulenkamp Advocaten, plus the amount of the excess applicable pursuant to the said insurance. On demand the policy terms and conditions can be inspected at the office of Meulenkamp Advocaten. If, for any reason whatsoever, in case of liability payment does not take place on account of the liability insurance then the liability is limited to the fee invoiced in the relevant case, up to a maximum of EUR 75,000.00.
11. Each and every claim for compensation expires after a period of one year has lapsed after the day following that on which the client has become familiar with the damages and with Meulenkamp Advocaten as the person liable for the same.
12. Meulenkamp Advocaten is held to, in connection with legislation and regulations (including the Dutch Money Laundering and Terrorist Funding (Prevention) Act), identify the client and report potential unusual transactions to the authorities without informing the client of it.
13. Meulenkamp Advocaten is the controller as determined in the General Data Protection Regulation. Meulenkamp Advocaten processes personal data as described in its privacy statement that is available on <https://www.meulenkampadvocaten.com/privacy-statement>.
14. The dossier created in connection with the engagement shall be retained during a maximum of seven years, after which Meulenkamp Advocaten is entitled to destroy the dossier.

15. Dutch law is applicable to the legal relationship between the client and Meulenkamp Advocaten. Disputes between Meulenkamp Advocaten and the client shall exclusively be settled by the competent magistrate at the District Court for Limburg, Roermond location.

Venlo, 10 October 2019