

Terms and Conditions Zincken Van Schouten advocaten B.V.

1. Zincken Van Schouten advocaten B.V. is a corporation established under the laws of the Netherlands, having its registered office in Amstelveen and registered with the Trade Register of the Chamber of Commerce in Amsterdam under number 34247474, hereinafter referred to as "Zincken Van Schouten".
 2. These general terms and conditions are applicable to the provision of services by Zincken Van Schouten such to include those services rendered by attorneys, (legal and paralegal) associates, as well as the functions of receiver, administrator, liquidator, executor, arbitrator, advisor with binding authority, mediator and other functions. The applicability of other general terms and conditions, such as those of the client, is explicitly excluded. Under exclusion of the Articles 7:404, 7:407 sub 2 and 7:409 of the Dutch Civil Code, all work shall be exclusively accepted and performed by Zincken Van Schouten.
 3. These general terms and conditions also relate to (i) all employees, former employees and others who are or have been in whatever way working for or in the employment of or related to Zincken Van Schouten including their heirs, (ii) all shareholders, former shareholders, directors, former directors, legal representatives and former legal representatives of Zincken Van Schouten including their heirs, (iii) all practise companies with whom Zincken Van Schouten has or had a management agreement including their directors and (direct or indirect) shareholders, (iv) Stichting Derdengelden Zincken Van Schouten Advocaten, having its registered office in Amstelveen registered with the Trade Register of the Chamber of Commerce in Amsterdam under number 34225533 including its directors, former directors, employees and former employees;
 4. The performance of the instructions given to Zincken Van Schouten is exclusively for the benefit of the client. Third parties have no rights or claims whatsoever related to the performance of such services.
 5. Zincken Van Schouten can participate in national and/or international networks or other forms of collaboration with other attorneys, notaries and tax experts or comparable professionals. Zincken Van Schouten is not liable in any way for the members of said network or co-operation, nor can Zincken Van Schouten be bound in any way by the members of such network or co-operation, nor is it authorised in any way to bind such other attorneys, notaries and tax experts or comparable professionals nor to act for joint account and risk.
 6. Any professional liability of Zincken Van Schouten shall be limited to the amount that is paid out in the particular case under the professional indemnity insurance policy(ies) it has entered into, plus the amount of the deductible that is not payable by the insurers under the conditions of the policy. Information concerning said professional indemnity insurance will be made available upon request. If for whatever reason no amount is paid out under the insurance policy, all liability is limited up to EUR 50,000 or, if the amount that Zincken Van Schouten has billed in that particular file is higher, that higher amount up to a maximum of EUR 150,000. Any claim against Zincken Van Schouten and/or against the parties mentioned in article 3 of these general terms and conditions will become time-barred 12 months after the claimant-party becomes or should have become aware of the fact giving rise to the damage.
 7. In connection with its services, Zincken Van Schouten is authorised to use the services of third parties, such as attorneys in fact, local counsels, bailiffs, research companies, collection agencies, accountants, tax experts, the land registry, the Chamber of Commerce, law firms and/or notary firms etc.
- Zincken Van Schouten is not liable for any shortcomings on the part of such third parties. The client herewith indemnifies Zincken Van Schouten against all claims of third parties, including the related costs incurred by Zincken Van Schouten, which claims are directly or indirectly related to the services performed for the client, except in the case of deliberate wrong doing or gross negligence on the part of Zincken Van Schouten. It is possible that parties whose services are used in connection with the services rendered by Zincken Van Schouten would wish to limit their liability in relation thereto. Zincken Van Schouten assumes, and in so far as is necessary herewith states, that all the instructions given by clients to Zincken Van Schouten include capacity to accept such limitation of liability on behalf of those clients.
8. The exclusions of liability described in these general terms and conditions apply to all events, acts and omissions and also apply without exception to the improper functioning of equipment, software, databases, registers or other media used by Zincken Van Schouten in the performance of its services as well as to any interception of audio and/or data transmissions by telephone, fax or e mail. All e-mail, data , audio , fax and telephone transmissions and communications are not encoded unless the client explicitly requests otherwise in writing and in advance.
 9. The term of payment shall be 14 days after the invoice date. Payment must be made in the manner stated in the invoice. If payment is not made, the client shall be in default by operation of law and shall owe overdue payment interest equal to the statutory interest. The costs of collection measure at a minimum 10% of the outstanding balance and shall be charged to the client.
 10. Prior to or in order to continue its provision of services, Zincken Van Schouten shall at all times be entitled to demand from the client one or more advance payments, which will be set off. In the event of default in payment of same, Zincken Van Schouten shall be authorised, after prior notification, not to commence, to suspend, or to cease its work. Unless explicitly agreed upon otherwise the advance payment shall be set off against the final invoice in the applicable file. Also, Zincken Van Schouten is entitled to set off the advance payment against any other invoice not paid in that file or in any other file of the client. Zincken Van Schouten is entitled to alter the tariffs (fees) with effect from a future date.
 11. Zincken Van Schouten is entitled, without notice, to remove from its archives and destroy files and the documents contained therein, including documents which are owned by the client or third parties, in the event 10 years or more have passed after the relevant case, handled by Zincken Van Schouten, has been closed.
 12. The legal relationship with and the services rendered by Zincken Van Schouten shall be exclusively governed by Dutch law. Disputes shall be exclusively resolved by the competent Dutch court, without prejudice to the authority of the Dutch Bar Association.
 13. These general terms and conditions have been drafted in Dutch and English and have been deposited with the Trade Register of the Chamber of Commerce in Amsterdam under number 34247474. The Dutch text of the terms and conditions shall prevail over the English text. These general terms and conditions are also available for inspection at the reception desk of the offices of Zincken Van Schouten in Amstelveen at Startbaan 5e and shall be sent (free of charge) upon request. These general terms and conditions are also available at www.z-vs-nl.