

Conditions

1. These conditions apply to all services performed by or on behalf of the partnership (*maatschap*) SSHJ Advocaten (hereinafter SSHJ) and / or by or on behalf of its partners, unless otherwise agreed in writing with the principal. The partners of SSHJ are SHJA B.V. in Amsterdam, Schluep Advocaat B.V. in Amsterdam and Vandenberg legal B.V. in Amsterdam.
2. The person who instructs SSHJ either on his own behalf, as a client, or on behalf of a third party, who is the client, is the principal. The principal who is not himself the client warrants that the client will abide by all duties that apply to the principal by virtue of his agreement with SSHJ and/or its partners. Unless otherwise agreed in writing, SSHJ and its partners may consider a principal who has given instructions on behalf of a third party, as an agent who acts on his own behalf for the benefit of the client (*lasthebber op eigen naam*).
3. SSHJ's partners will charge fees for their services as agreed with the principal. If there is no explicit or not yet an explicit agreement, the hourly tariff that SSHJ's partners usually apply to similar matters, taking into consideration the client's circumstances, will apply. The tariffs of SSHJ and its partners are excluding VAT and other eventual taxes due in or outside The Netherlands and excluding office and third parties' expenses. Invoices will be sent on a monthly basis with a payment term of 14 days.
4. Unless otherwise agreed in writing, SSHJ's partners can increase the applicable tariff every 1st of January of the following calendar year up to the inflation percentage for consumers (*consumentenprijsindex (CPI)*) determined by the Dutch State agency Statistics Netherlands (*Centraal Bureau voor de Statistiek*) rounded off to a multiple of € 5.
5. If the principal does not or not timely pay an invoice of SSHJ or its partners, SSHJ and the partner concerned will be entitled to the statutory commercial interests (*wettelijke handelsrente*) in connection to the due receivables as of the day the invoice expired, as well as to a debt collection fee of 15% with a minimum of € 500 and a maximum of € 10,000, without prejudice to SSHJ's further statutory rights.
6. SSHJ and its partners have the right to require at any time and at their own discretion that an advance fee be paid before they will commence or continue performing their services.
7. SSHJ and its partners will only be liable for damage to the extent that such damage was caused by themselves or their employees and then only to the extent that such damage was the consequence of their wilful misconduct or gross negligence (*opzet of grove schuld*). SSHJ and its partners will in no event be liable for damage caused by third parties, including agents (*hulpverleners*) or external advisers. Employees of SSHJ or its partners cannot be held liable directly, except in the event of wilful misconduct.
8. Without prejudice to these conditions, the liability of SSHJ and its partners is always restricted to direct damage caused to goods and people and to the maximum amount that will be paid under the professional and business liability insurances plus the applicable own risk amounts. The principal is entitled to inspect the insurance policies any time. In the event and to the extent that no monies are paid out under our professional liability policies for whatever reason, the liability of SSHJ and its partners shall be limited to an amount equal to the total fees charged in the matter concerned.
9. When performing their services, SSHJ and its partners have a power of attorney to instruct on the principal's behalf third parties (such as bailiffs, couriers and external advisers) and to accept on the principal's behalf any liability restrictions and exonerations as well as eventual other conditions set by such third parties.
10. SSHJ and its partners are entitled to amend these conditions any time. The principal will not be bound by such amendment only if he states in writing within four weeks of his knowing the amendment that he does not accept the amendment.
11. The legal relationship between the principal on the one hand and SSHJ and its partners on the other hand will exclusively be governed by Dutch law and the courts in Amsterdam will have exclusive jurisdiction regarding any dispute that would arise from this relationship.
12. In the event that there should be any discrepancy between a Dutch legal term used in these conditions between brackets and the English translation, the Dutch legal term will prevail.