

General terms

General Terms and Conditions of Dirkzwager advocaten & notarissen N.V, with registered offices in Arnhem and Nijmegen

1. Dirkzwager advocaten & notarissen N.V. (hereafter Dirkzwager) is a public limited company established under Dutch law to practice or enable the practice of the legal and notarial professions.
2. These General Terms and Conditions shall apply to every assignment granted to Dirkzwager, including every follow-up assignment or altered or supplementary assignment.
3. All assignments shall be deemed to have been exclusively granted to and accepted by Dirkzwager, even assignments that are expressly or tacitly intended to be executed by a specific person. The application of Section 7:404 of the Netherlands Civil Code, which contains a regulation in respect of the latter case, and the application of Section 7:407, subsection 2 of the Netherlands Civil Code, which establishes joint and several liability in case of two or more persons having received an assignment, shall be entirely excluded.
4. If, during the execution of an assignment, an event should occur – including an act of omission – which results in a liability, such liability shall be limited to the amount or amounts that can be claimed under the professional liability insurance policy concluded by Dirkzwager, to be increased by the policy excess borne by Dirkzwager under the terms of that professional liability insurance policy. If any person or item incurs damage through or in connection with the execution of an assignment or otherwise, such liability shall be limited to the amount or amounts that can be claimed under the general liability insurance concluded by Dirkzwager, to be increased by the policy excess borne by Dirkzwager under the terms of that general liability insurance policy.
5. If persons engaged to execute clients' assignments wish to limit their liability in respect of such execution, all assignments granted to Dirkzwager shall imply Dirkzwager's authority to accept such liability limitations also on behalf of the clients in question. Any liability, on the part of Dirkzwager, for unforeseen failures by persons engaged in the execution of assignments shall be excluded.
6. Liability limitations as referred to in clause 4 shall also apply to cases in which an assignment was wrongfully refused and claims result from such refusal.
7. Assignments granted to Dirkzwager shall be executed exclusively for the benefit of the client. Third parties shall not be able to derive any rights from the content of the work carried out, nor more generally from the manner in which such assignments have or have not been executed.
8. Dutch law shall apply to the legal relationship between Dirkzwager and its clients. Only Dutch courts shall be competent to take cognizance of any dispute between Dirkzwager and a client.
9. Not only Dirkzwager, but any and all persons – including those who are associated with Dirkzwager in any capacity, as well as third parties – who are engaged in the execution of an assignment granted by a client shall be entitled to appeal to these General Terms and Conditions.
10. The General Terms and Conditions are stated in Dutch, German and English. In case of discrepancies in content or tenor, the Dutch text shall be binding.