

GENERAL TERMS AND CONDITIONS DIRKZWAGER N.V.

1. The law firm of Dirkzwager N.V. (hereafter referred to as: Dirkzwager) is a public limited company incorporated under Dutch law whose object is practising law or arranging for third parties to practise law, including legal practice, notarial practice and tax advice practice. Dirkzwager has offices in Arnhem and Nijmegen and is registered in the Commercial Register under file number 09155757.
2. These General Terms and Conditions apply to all assignments granted to Dirkzwager, including any subsequent assignments or amended or supplementary assignments. Applicability of any General Terms and Conditions or other conditions of the Client is specifically excluded. These General Terms and Conditions have been drawn up in Dutch, German and English. In case of any differences in terms of content and/or meaning, the Dutch text shall be binding.
3. All assignments are deemed to have been exclusively commissioned to and accepted by Dirkzwager, even if it is the express or tacit intention that an assignment is performed by a specific person. Articles 7:404 and 7:407 (2) of the Dutch Civil Code are entirely excluded. Employees and partners working on behalf of Dirkzwager and the practices from which work is performed on behalf of Dirkzwager cannot be held liable by the Client.
4. If an event - including an omission - occurs during the performance of an assignment that leads to liability, this liability shall be limited to the amount or amounts covered by the professional liability insurance (PLI) concluded by Dirkzwager, plus the deductible Dirkzwager must pay under this PLI. Any legal claim for compensation of damage shall prescribe after one year and shall expire no later than three years after the day on which the Client became aware of both the damage and the person liable for it.
5. If damage is caused to persons or property for which Dirkzwager is liable due to or in connection with the performance of an assignment or otherwise, this liability shall be limited to the amount or amounts covered by the general liability insurance (GLI) concluded by Dirkzwager, plus the deductible Dirkzwager must pay under this GLI.
6. Any claim for compensation vis-à-vis employees or partners of Dirkzwager, persons with whom a partnership has been concluded or directors of the practices from which certain professionals perform their work is excluded. These General Terms and Conditions shall apply without prejudice with regard to these (legal) persons. These (legal) persons can at any time invoke this third-party clause agreed on behalf of them.
7. Dirkzwager is authorised to engage third parties in connection with the performance of assignments. Dirkzwager is entitled to accept any liability limitations that these third parties use also on behalf of clients of Dirkzwager. Any personal liability of Dirkzwager for possible errors of these third parties is excluded.
8. Dirkzwager shall perform granted assignments exclusively on behalf of the Client. Third parties cannot derive any rights from the content of the work performed and, more generally, from the manner in which these assignments have been performed.
9. Not only Dirkzwager, but also all (legal) persons, both persons that are in any way whatsoever connected to Dirkzwager as well as third parties who have been appointed with regard to the performance of any assignment for a Client, can rely on these General Terms and Conditions.
10. The limitations and exclusions of liability included in these General Terms and Conditions also apply to cases in which an assignment may have been wrongly rejected and damage may result from this.
11. Unless otherwise agreed in writing, payment must be made within 14 days of the invoice date, failing which the Client shall be in default by operation of law. In the event of default, the Client will owe a default interest of 1% per month or part thereof on (the unpaid portion of) the invoice amount, to be calculated from the due date until the date of payment.
12. The complaints scheme of Dirkzwager applies to the activities performed by or assigned to lawyers, (junior) civil-law notaries and/or tax advisers/tax consultants of Dirkzwager. It can be found on www.dirkzwager.nl/dachtenregeling. The legal services may also be subject to the regulations of the Disputes Committee for the Legal Profession. These can be consulted via www.advocatenorde.nl and www.degeschillencommissie.nl. The notarial services are also subject to the Complaints and Disputes Regulations of the Royal Dutch Notarial Society (KNB). These can be consulted via www.knb.nl and www.degeschillencommissie.nl.
13. Under legislation and regulations (including the Anti-Money Laundering and Terrorist Financing Act), Dirkzwager is obliged to establish the identity of clients and to report unusual transactions to the authorities under certain circumstances, without informing the Client thereof.
14. Dirkzwager is a Data Controller as laid down in the General Data Protection Regulation (GDPR). It processes personal data as described in our privacy statement, which can be found on www.dirkzwager.nl/privacy.
15. The legal relationship between Dirkzwager and the Client is exclusively governed by Dutch law. Unless otherwise provided pursuant to Article 12, all disputes must exclusively be submitted to the competent court in Arnhem.



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