

General Terms and Conditions of SWDV

1. SWDV B.V. (hereinafter referred to as: "SWDV") is a private company with limited liability which employs lawyers or with which lawyers are associated through a professional service company.
2. The general terms and conditions of SWDV apply to all client's original, additional and follow-up instructions to SWDV and have also been stipulated for its employees, the lawyers previously mentioned and, if applicable, by third parties called in by SWDV. The applicability of the client's general conditions is explicitly rejected.
3. With the exception of Articles 7:404 and 7:407 (2) of the Dutch Civil Code, all instructions will only be accepted and performed by SWDV. SWDV is nevertheless free to involve third parties in its instructions. SWDV will consult with client on the choice of third parties to be engaged, where possible, and exercise due care. SWDV is not liable for damage resulting from the failings of third parties. SWDV is authorised to accept any additional limitation of liability of those third parties on client's behalf.
4. The liability of SWDV is limited to the amount that is paid out, if applicable, by SWDV's professional liability insurance, plus the excess amount that is payable by SWDV according to the policy terms and conditions. The liability of the lawyers, the employees, the professional service companies associated with SWDV, third parties engaged and all directors concerned is excluded, except for the situation that the damage has been caused deliberately or as a result of recklessness. The liability of the lawyers, the employees, the professional service companies associated with SWDV, third parties engaged and all directors concerned will be limited in every situation to the payment that the professional liability insurance of SWDV makes if the occasion arises.
5. All rights of claim and other powers of the client against SWDV, its lawyers, the professional service companies associated with it, and all directors concerned in relation to the activities performed by SWDV, will lapse once one year has passed from the date on which the client became aware or could reasonably have become aware of those rights and powers. Notwithstanding the previous, an expiry period of two months will apply in respect of objections to invoices. This term will commence at the moment at which the client is in default towards SWDV under article 10 of these terms and conditions.
6. The instructions will be performed solely for the benefit of client. Third parties cannot derive any rights or claims from the contents of the work performed.
7. If client discloses the content of services performed on its behalf by SWDV to third parties, client will be obliged to point out to those third parties that the services were performed pursuant to these general terms and conditions. If a third party makes use of the content of the services in any way, that third party will be bound by the content of these general terms and conditions.
8. Client indemnifies SWDV against all third-party claims, including the reasonable costs of legal representation, which are related in any way to or result from the services performed for client, except in the case of wilful misconduct or gross negligence on the part of SWDV.
9. On the strength of applicable regulations SWDV is obliged, when accepting an order, inter alia to determine the client's identity, to examine whether there are no indications in reason that the order is intended for the preparation, support or screening of illegal activities and, without permission of and without informing the client, to report any performed or intended unusual transactions to the relevant authorities. By giving the order the client confirms that it is aware of this and, if necessary, will provide the correct identity information.
10. The rates of SWDV lawyers vary depending on their experience and specialist knowledge. With the exception of substantive rate adjustments, the rates to be charged will be adjusted each year with effect from 1 January.
11. Invoices sent by SWDV must be paid within 14 days, failing which client will be in default. An advance may always be asked for work to be done. The work may be suspended by SWDV if the client leaves an invoice unpaid or if no advance has been paid to cover that invoice. A professional client will not be permitted to set off claims on SWDV with claims of SWDV on the client.
12. Dutch law applies exclusively to the legal relationship between SWDV and client.
13. Any disputes arising from an agreement to which these terms apply shall be settled by the competent court in Amsterdam. If the law does not provide for competence by a Dutch court, the court of law in the district in which SWDV has its place of residence shall be competent.
14. These general conditions are available in the Dutch and English languages. In the event of any dispute about the contents or tenor of these general conditions only the Dutch text will be binding.