



GENERAL TERMS AND CONDITIONS OF BUREAU LEX

ARTICLE 1 – APPLICABILITY OF AND AMENDMENT TO THE GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all legal relationships between Bureau LEX and its clients, hereinafter to be referred to more specifically as the 'Client'.

In all cases, Bureau LEX is the only other party to the contract of clients. Bureau LEX is the trade name of the Soetens & De Vocht Advocaten B.V. private company established in Eindhoven and registered with the Chamber of Commerce under number 85966665.

ARTICLE 2 – ENGAGEMENT, PROVISION OF INFORMATION BY THE CLIENT

1. For the performance of its activities, Bureau LEX depends on the information provided by the Client. That is why the Client is obliged to provide Bureau LEX with all information that Bureau LEX requires or of which the Client may suspect that this information is relevant to the activities. The Client is also obliged to provide Bureau LEX with all information that Bureau LEX requires for compliance with the general regulations concerning the performance of its business operations, for example the regulations of the Dutch Money Laundering and Terrorist Financing (Prevention) Act.
2. To the extent that the content or nature of the engagement does not clearly provide otherwise, the Client guarantees towards Bureau LEX the correctness, completeness and reliability of the information provided to Bureau LEX, also if this information originates from a third party. Unless the substance of the engagement provides otherwise, Bureau LEX is not obliged to perform a targeted investigation into the correctness and completeness of the information provided by the Client.

ARTICLE 3 – PERFORMANCE OF THE ENGAGEMENT

1. Engagements are performed in a manner that befits a reasonably competent professional, acting reasonably. Bureau LEX does not guarantee a result intended with an engagement. The Client respects that the applicable professional rules and rules of conduct are observed in the performance of the engagement.
2. Bureau LEX is not obliged to have the engagement performed by the person/persons employed at or for Bureau LEX, and is therefore entitled to engage a third party.

ARTICLE 4 – TERMS

1. If the Client must pay in advance or if the Client must make available information and/or documents necessary for the performance, the term within which the activities must be completed does not start until after full payment has been received or the information and/or documents have been made available in full respectively.
2. The agreed terms are only target terms.

ARTICLE 5 – SECRECY

1. Unless it has a statutory duty or professional duty of disclosure, for example under the Dutch Money Laundering and Terrorist Financing (Prevention) Act, Bureau LEX is obliged to observe secrecy towards third parties. The above obligation to observe secrecy does not apply to the extent that it concerns the insurer/insurers of the Client or Bureau LEX, or external advisers or external legal advisers, provided that they also guarantee secrecy.
2. The provisions of paragraph 1 do not apply if Bureau LEX or a professional represents themselves in disciplinary proceedings, a dispute resolution procedure, civil proceedings or criminal proceedings, or in proceedings concerning the imposition of administrative sanctions, in which these documents may be relevant.



3. Bureau LEX will impose the obligations referred to in this article on those that it involves in the performance of the engagement.

ARTICLE 6 – INTELLECTUAL PROPERTY

1. Bureau LEX reserves all rights provided by law with respect to products of the mind that it makes or has made in the context of the performance of the Client's engagement.
2. The Client is expressly prohibited from reproducing, publishing or exploiting those products, including but not limited to working methods, advice, contracts or model contracts and other products of the mind of Bureau LEX, all in the broadest sense, either alone or by engaging third parties.

ARTICLE 7 – FEE

1. Unless explicitly agreed otherwise, the activities performed are charged at the agreed rate or usual rate that applies at Bureau LEX for those activities at the time that those activities are performed. The obligation to pay the fee does not depend on whether the intended result was fully achieved with the engagement. Bureau LEX may change its rate.
2. Bureau LEX always has the right to charge one or more advances to the Client, even if such has not been included in a quotation or engagement letter.

ARTICLE 8 – PAYMENT

1. Payment of what the Client owes Bureau LEX must take place without any deduction, discount or setoff, by means of a transfer of the amount payable in euros to a bank account to be specified by Bureau LEX. Payment obligations cannot be suspended.
2. If a payment is not made in time, the Client must pay interest of 1% a month on the unpaid amount, in which respect part of the month counts as a full month. In that case, an amount equivalent to a percentage of 15% of the outstanding amount is also payable as compensation for extrajudicial collection costs, such subject to a minimum of €50.
3. In case of an engagement provided jointly, the Clients are jointly and severally liable to pay the invoice amount.

ARTICLE 9 – COMPLAINTS PROCEDURE

1. If the Client is dissatisfied with the quality of the services or the amount of the invoice, the Client may present their objections to their own lawyer or to the complaints officer. The following person acts as complaints officer: M.L.J.A. de Vocht, LL.M.
2. Complaints or objections regarding the contents of an invoice must be submitted to the Client's own lawyer, or to the complaints officer, within a period of 30 days after the invoice date, stating reasons. After the expiry of this period, the invoice is deemed to have been approved by the Client and no objections can be made to it. Filing a complaint does not suspend the payment obligation.
3. The acting lawyer and/or complaints officer will immediately discuss with the Client the merits of and the possible solutions to the objections. The acting lawyer or the complaints officer makes a written proposal for a solution within four weeks at the latest.
4. The manner in which a complaint is handled internally is described in more detail on the website of Bureau LEX: <https://bureaulex.nl/en/office-complaints/>.



ARTICLE 10 – LIABILITY FOR DAMAGE OR LOSS

1. If Bureau LEX or a person employed at Bureau LEX is obliged to compensate the Client for any damage or loss suffered by the Client, Bureau LEX is obliged to compensate the damage or loss up to a maximum amount of three times the payment excluding turnover tax that the Client owes or would owe for that engagement or partial engagement that involves the activities that resulted in the damage or loss. If the liability for the damage or loss is covered by insurance, the liability of Bureau LEX will in no event exceed the payment received under the insurance, plus the amount of the excess of Bureau LEX under the relevant insurance.
2. Bureau LEX or a person employed at Bureau LEX is not obliged to compensate damage or loss:
 - a. caused by third parties who are involved in the performance of an engagement provided to Bureau LEX, unless it concerns a third party who was involved in the performance of the engagement on the initiative of Bureau LEX and the Client demonstrates that Bureau LEX did not act with due care in selecting the third party;
 - b. resulting from incorrect or incomplete information originating from the Client or a third party, unless the incorrectness or incompleteness could have been obvious to Bureau LEX and Bureau LEX omitted to notify the Client of that incorrectness or incompleteness;
 - c. resulting from damage to or loss of information during the transport of information by post or otherwise between Bureau LEX and the Client or between one of them and third parties;
 - d. caused by third parties gaining unauthorised access to information relating to the Client, for example by intercepting e-mails or other forms of electronic transfer of information or by penetrating computer systems;
 - e. that has not been reported in writing within three months after the Client has discovered or reasonably could have discovered the occurrence of damage or loss and/or the possibility of (further) damage or loss and, in any case, not the damage or loss that was not reported in writing within one year after the acts or omissions took place that caused the damage or loss.

ARTICLE 11 – INDEMNITY

1. The Client indemnifies Bureau LEX against a third-party claim connected with an event for which Bureau LEX can be held liable towards the Client, at any rate to the extent that Bureau LEX must pay that third party more compensation than it would have had to pay the Client if the Client had held Bureau LEX liable for compensation of damage or loss. The indemnity also concerns the costs of putting forward a defence against those claims.
2. In the event that the third party holds a professional, the legal entity maintained by this professional in connection with their activities for Bureau LEX and/or another auxiliary person involved in the performance of an engagement provided by the Client to Bureau LEX liable for compensation of damage or loss in connection with an event for which Bureau LEX can be held liable towards the Client, the Client indemnifies each of them in full against this claim for compensation, including the costs associated with the defence against this claim for compensation.

ARTICLE 12 – CONCLUDING PROVISIONS

1. Dutch law applies exclusively to all legal relationships between the Client and Bureau LEX.
2. Disputes shall be submitted exclusively to the competent court of the District Court of Oost-Brabant, location 's-Hertogenbosch.
3. Arrangements made and general terms and conditions may be deviated from in writing only. In the event of conflicts between the engagement letter and the general terms and conditions, the arrangements described in the engagement letter prevail.