

GENERAL TERMS AND CONDITIONS

1. These general conditions apply to all services performed or to be performed by or on behalf of Noordam Advocatuur, having its registered office in Amsterdam and registered with the Trade Register of the Chamber of Commerce under no. 93901909.
2. These general conditions may be relied upon by Noordam Advocatuur, and each person associated with Noordam Advocatuur, including but not limited to any legal successor under universal title of Noordam Advocatuur and any person associated with Noordam Advocatuur, any person formerly associated with Noordam Advocatuur and any legal successor under universal title of a person formerly associated with Noordam Advocatuur.
3. “Client” means a person who enters or will enter into a contract of services (*overeenkomst van opdracht*) or other agreement with Noordam Advocatuur with a view to the performance of work by Noordam Advocatuur or who otherwise has a legal relation with Noordam Advocatuur in respect of that work. “Work” includes the provision of services and other performances by any name.
4. Unless otherwise agreed in writing, a fee is payable by the client to Noordam Advocatuur that is calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates set by Noordam Advocatuur from time to time. The hourly rates are applicable to all services performed by or on behalf of Noordam Advocatuur, including but not limited to the review of documents, research of case law, meetings (in person and online), email correspondence, phone calls and court hearings. In addition to the fee, expenses incurred by Noordam Advocatuur on behalf of the client are also payable by the client to Noordam Advocatuur, such as court fees and bailiff costs. Travel time is charged at the applicable hourly rate. Travel costs are charged at a fixed amount of € 0.35 per kilometer. All amounts are increased by the turnover tax due on those amounts at the rate that applies at that time.
5. Amounts invoiced by Noordam Advocatuur shall be paid within fourteen days after the invoice date, without the right to set-off claims or to suspend payment for any reason. If, after the payment date full payment has not been received the client is in default without further notice and Noordam Advocatuur is entitled to a default interest of 1% per month on the outstanding amount from the due date of the invoice. A portion of a month is considered a whole month. If the client fails to pay amounts invoiced by Noordam Advocatuur, the client owes the extrajudicial (collection) charges to Noordam Advocatuur in accordance with the applicable statutory rules and regulations for such charges.
6. Before starting working on an assignment and during an assignment Noordam Advocatuur may request the client to pay an advance fee and invoice the client accordingly.
7. Any liability on the part of Noordam Advocatuur shall be limited to the amount that is paid out in that specific case under the professional liability insurance of Noordam Advocatuur, increased by the own risk amount stipulated in the insurance policy. The limitation of liability applies irrespective of whether the liability is based on an agreement, the law (such as a wrongful act) or any other legal ground.

8. Claims for damages shall expire after a period of one year from the day following the day on which the client became aware of the damages and became aware of Noordam Advocatuur as the liable party.
9. Noordam Advocatuur may engage third parties, not being a person affiliated with Noordam Advocatuur, with regard to the work assigned to Noordam Advocatuur. Noordam Advocatuur shall exercise the necessary due care in its selection of third parties. Noordam Advocatuur shall not be liable vis-à-vis the client for any error or omission made by such third party. By instructing Noordam Advocatuur, the client gives Noordam Advocatuur authority to accept on behalf of the client a limitation of liability stipulated by such person.
10. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (*Wet ter voorkoming van witwassen en financieren van terrorisme*), Noordam Advocatuur is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing Noordam Advocatuur, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
11. The legal relationship between Noordam Advocatuur and its clients is governed by Dutch law. Any dispute between Noordam Advocatuur and a client shall be resolved in the first instance exclusively by the District Court of Amsterdam, the Netherlands.
12. Electronic communication, including email, is regarded as written communication. The client agreed to electronic communication and acknowledges that it is unsafe. Noordam Advocatuur is not liable if any electronic communication is intercepted, manipulated, delayed, misdirected or infected by a virus. If the client acts in a professional or commercial capacity, the applicability of Section 6:227b(1) of the Dutch Civil Code relating to the provision of information in e commerce and Section 6:227c of the Dutch Civil Code relating to the manner in which agreements are entered into in e commerce is excluded.
13. Noordam Advocatuur is data controller for the processing of personal data in the context of its services. Noordam Advocatuur processes personal data in accordance with its Privacy Statement (<https://en.noordamadvocatuur.nl/privacy-statement/>).
14. Noordam Advocatuur has a complaints procedure that applies to all services provided (<https://en.noordamadvocatuur.nl/complaints-procedure/>). If a complaint cannot be solved within the firm, the Dispute Committee for Attorneys can be consulted if the client and Noordam Advocatuur agree on this.
15. Noordam Advocatuur does not have a third-party funds foundation.
16. These general conditions have been translated from Dutch into English. In the event of any difference between these texts, the [Dutch](#) text shall prevail.

Amsterdam, 22 juni 2024

