

General terms and conditions Legaltree

1. Applicability

1.1 These general terms and conditions apply to all contracts performed by Legaltree (including any additional or follow-up contracts), as well as to the legal relationships arising from or in connection with these.

1.2 Within the context of these general terms and conditions the name Legaltree means: all individual lawyers associated with Legaltree B.V. who at any moment are listed as Legaltree Partners on the website www.legaltree.nl (hereinafter: the "Legaltree Partners"). When a Legaltree Partner practises in a professional company, this professional company is also covered by the name "Legaltree" and it is the professional company that accepts and performs contracts. Legaltree is a partnership within the meaning of the Legal Profession Regulations (in Dutch: Verordening op de Advocatuur).

1.3 These general terms and conditions have also been stipulated for the benefit of persons, or legal persons, who, either directly or indirectly, are in any way involved in the contract performed by Legaltree, or for whose acts or omissions Legaltree might be liable.

2. Contract

2.1 All contracts are deemed to have been awarded to, and are accepted only by, the individual Legaltree Partner who has accepted the contract from the client, or, when this Legaltree Partner practises in a professional company, by that professional company.

2.2 The awarded contract is exclusively performed for the benefit of the client. No rights may be derived from the contract or the activities performed, except to the extent that such arises from article 1.3.

2.3 Legaltree advises on matters governed by Dutch law only, unless expressly agreed otherwise.

2.4 The applicability of article 227b (1) of the Dutch Civil Code (concerning the provision of information in the event of an agreement being entered into by electronic means) is excluded to the extent possible.

2.5 Legaltree may suspend the performance of the work until it has received such information and documents from the client as are relevant to the performance of the contract.

2.6 Legaltree may terminate the contract, even when it has not been completed or when it has been entered into for a definite period. The contract shall also end in the event of the death of the Legaltree Partner concerned, but may in that case be taken over by another Legaltree Partner, with the client's consent. The applicability of article 409 (2) of Book 7 of the Dutch Civil Code is excluded. If at the time of termination the client has obtained legal representation, Legaltree will withdraw from the proceedings. If legal representation is mandatory, the client shall instruct another lawyer to take over the work concerned.

2.7 The contract performed by Legaltree may be terminated only, but not dissolved; amounts already received by Legaltree do not have to be repaid by it under an obligation to undo or otherwise.

2.8 Legaltree performs the contract independently and has no relationship of authority with the client. Legaltree itself determines the way in which the contract is performed (including engaging third parties as referred to in article 7), with due observance of the client's reasonable instructions, but retaining the right not to follow those instructions if such is deemed by Legaltree to be in breach of a proper performance of the contract.

3. Fees and disbursements

3.1 The costs of the performance of the contract by Legaltree include fees and disbursements only. Fees may vary according to the individual Legaltree Partner handling the case. All amounts are exclusive of VAT, unless stated otherwise. No office surcharge, fixed or in percentage terms, is charged. Disbursements are charged for at cost price.

3.2 Unless expressly agreed otherwise by the parties, fees are charged according to the time spent on and the hourly rate applicable to the contract. If a fixed price has been agreed, Legaltree nevertheless reserves the right to charge extra for work not covered by the description of the contract at the applicable hourly rate, but only when such work is performed at client's request and/or when the activities in question concern work that has to be performed by Legaltree due to causes attributable to the client and/or that are essential for the proper performance of the contract.

3.3 Disbursements are costs specifically paid by Legaltree for the benefit of the client (such as court fees and costs related to, for example, bailiffs, courier services, translators and the trade register). Legaltree reserves the right, following prior consultations with the client, to have certain third-party fees charged to the client direct.



3.4 Legaltree is entitled to adjust its hourly rate annually.

4. Upfront fee

4.1 Legaltree may request the client to pay an upfront fee before commencing the work, or to make an interim payment before performance of the work is continued. Unless otherwise agreed, any upfront fees will be deducted from the final outstanding invoice(s) after completion of the work.

5. Payment

5.1 In principle fees and any disbursements are charged for in arrears on a monthly basis.

5.2 Invoices must be paid within 14 days from date of invoice, unless expressly agreed otherwise by the parties. The client is not entitled to suspension or set-off. Any complaints about an invoice must be communicated before the expiry of the payment period, failing which the invoice will be regarded as having been accepted. Cash payment of invoices is possible only with the prior consent of Legaltree.

5.3 If an invoice is not paid within the payment period, the client will be in default and statutory commercial interest as well as the full costs of judicial and extrajudicial collection will be due. Legaltree reserves the right to first apply any amounts paid by the client towards settling the collection costs, subsequently towards payment of the statutory commercial interest and finally towards payment of the outstanding amount of the invoice.

5.4 If an invoice or upfront payment is not settled within the payment period, Legaltree will be entitled to suspend the work, after having notified the client of its intention to do so. Legaltree shall not be liable for any damage occurring as a result of such suspension of the work.

6. Liability

6.1 Legaltree has taken out professional liability insurance. Subject to the provisions of article 6.2, any liability in relation to the performance of a contract or otherwise shall be limited to the amount paid out in the case concerned under the applicable insurance agreement, plus the amount of the excess applicable under that insurance agreement in the case concerned. At client's request additional specific cover may be provided.

6.2 If for whatever reason no payment is made by an insurance company, any liability shall be limited to the direct damage and to an amount equal to twice the fees that have been billed in the case in question in the 12 months prior to the event that gave rise to the liability, with a maximum of EUR 100,000. Direct damage comprises exclusively: a) the reasonable and demonstrable costs incurred in order to prevent or limit damage; b) the reasonable and demonstrable costs incurred in order to determine damage and liability, except in the case of an order for costs, in which case that order will apply; and c) damage to property.

Repeated or constant acts or omissions resulting in liability will for the purpose of this article 6.2 be regarded as a single act or omission and will be allocated to the year in which such act or omission commenced. Any claim under this article 6.2 may be brought against the individual Legaltree Partner who accepted the contract only (or, when the Legaltree Partner practises in a professional company, against that professional company); by awarding a contract to Legaltree, the client waives the right, outside the cases covered by the professional liability insurance, to bring a claim against any other person or legal person.

6.3 Except for intent or gross negligence on the part of Legaltree, Legaltree shall never be liable for any damage caused by electronic communication, viruses (in whatever form), spam filters, virus scanners etc.

6.4 Without prejudice to the provisions of article 89 of Book 6 of the Dutch Civil Code, any claim against Legaltree shall lapse if the client fails within one (1) month after it became aware of, or should reasonably have been aware of, the event giving rise to the damage, to notify Legaltree thereof in writing, while any claim for damages shall in any case become time-barred if the client fails to initiate legal proceedings against Legaltree within six months from the aforesaid moment.

6.5 Force majeure shall in any case mean illness, power outages, breakdown of IT facilities, improper performance of obligations by suppliers of Legaltree or by third parties engaged by Legaltree.

7. Engaging third parties

7.1 Legaltree is entitled on behalf of the client to engage the services of third parties (such as other lawyers, bailiffs, translators and other experts) for the performance of the contract, insofar as such is deemed necessary by Legaltree for a proper performance of that contract.

7.2 If Legaltree engages a third party as referred to in 7.1 for the purpose of carrying out work in relation to the performance of the contract, Legaltree shall not be liable for any mistakes made by such third party.



7.3 Third parties engaged in connection with the performance of a contract may want to limit their liability. All contracts performed by Legaltree include the authority to accept such limitation of liability and/or special contract terms on behalf of the client, in which case Legaltree will be entitled to assert such limitation of liability and/or special contract terms against the client, insofar as the performance of the contract by the third party is concerned.

8. Filing

8.1 The case file will be kept for a period of seven years following completion of the contract, after which Legaltree will be free to destroy the case file.

9. Clients' funds

9.1 Legaltree has entered into an agreement with Stichting Beheer Derdengelden Legaltree, which administers a clients' account for the benefit of Legaltree in accordance with the applicable laws and regulations.

9.2 Legaltree excludes any liability, also on behalf of Stichting Beheer Derdengelden Legaltree, which results from, or is in any way related to, the non-performance by any bank of its obligations.

9.3 Clients' funds to which the client is entitled may be used to settle a Legaltree invoice, unless the client has disputed the invoice concerned within a reasonable period.

10. Data and communication

10.1 When performing the contract, Legaltree will take appropriate measures to ensure the confidentiality of the client relationship.

10.2 Under the applicable regulations, including the Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van witwassen en financieren van terrorisme), Legaltree is obliged to establish the identity of clients and, under certain circumstances, to report certain unusual transactions to the authorities. By awarding a contract to Legaltree, the client acknowledges being familiar with that obligation and, to the extent necessary, gives permission for the provision of those data.

10.3 When performing the contract, electronic communication will in many cases be used by Legaltree. The client acknowledges that such communication is not safe and that under certain circumstances it may be possible to listen in on, intercept, manipulate or delay such communication. The use of, for example, spam filters may even cause such communication not to be received at all.

10.4 The most recent version of Legaltree's privacy statement applicable to the legal relationship with Legaltree may be found at <https://www.legaltree.nl/nl/privacy/>.

11. Complaints procedure

11.1 Legaltree's complaints procedure may be viewed at <https://www.legaltree.nl/nl/overlegaltree/klachtenreglement/>, which on request will be sent free of charge.

11.2 The complaints procedure enables a client to submit a complaint in writing (which includes: by e-mail) about the acting lawyer's conduct or about the invoice. The complaint may be addressed to the acting lawyer and/or to Legaltree's complaints officer.

11.3 The basic principle of Legaltree's complaints procedure is that the client's complaint will have been dealt with and that a solution will have been arrived at within one month from submission of the complaint.

12. Applicable law and court of competent jurisdiction

12.1 The legal relationship between Legaltree and the client is exclusively governed by Dutch law.

12.2 The judge of the district court of The Hague has exclusive jurisdiction to hear and determine any dispute between Legaltree and the client.

13. Other provisions

13.1 An English-language version of these conditions is also available. In the event of a dispute regarding the contents or the scope of the general terms and conditions, the Dutch text prevails.

13.2 Legaltree is entitled to amend or add to these general terms and conditions. Any amendment and/or addition will be binding on the client, but not earlier than two weeks after the client has been informed in writing of the amendment or addition to the general terms and conditions.



13.3 Insofar as any provision from these general terms and conditions appears to be void or voidable, the remaining provisions shall remain in full force and effect. The affected provision shall be deemed to have been replaced by a provision which most closely approximates the purpose and the scope of the original provision.

