

General terms and conditions

Asselbergs & Klinkhamer BV is a private limited liability company with its registered office in Etten-Leur and which trades under the name of Asselbergs & Klinkhamer Advocaten. All services provided by Asselbergs & Klinkhamer Advocaten are subject to the following general terms and conditions:

1. Assignments granted to persons employed by Asselbergs & Klinkhamer Advocaten are exclusively considered as assignments granted to Asselbergs & Klinkhamer Advocaten. The work will be carried out exclusively under the responsibility of Asselbergs & Klinkhamer Advocaten. The application of the Sections 404 and 407, paragraph 2, of Book 7 of the Dutch Civil Code is excluded.

2. Upon granting the assignment, a copy of a valid identification card must be presented at the request of the attorney-at-law.

3. Any liability of Asselbergs & Klinkhamer Advocaten under the agreement to provide services is limited to the amount paid out under the professional liability insurance policy in the matter concerned, plus the amount of the deductible which under the terms of the above insurance policy must be borne by Asselbergs & Klinkhamer Advocaten. Upon request, information is provided free of charge as to the content of the current policy terms. Claims for liability by the client must be filed within three months after the client became aware of the event leading to liability.

4. Upon executing the assignment, Asselbergs & Klinkhamer Advocaten is entitled to engage third parties at the expense of the client and to accept limitations of liability of third parties on behalf of the client. Asselbergs & Klinkhamer Advocaten is not liable for any failures of third parties who have been engaged, unless it concerns wilful misconduct or gross negligence by Asselbergs & Klinkhamer Advocaten.

5. Asselbergs & Klinkhamer Advocaten stores the files it has compiled digitally during a period of at least ten years, after which the files may be destroyed.

6. These general terms and conditions are also applicable to any additional or subsequent assignments granted by clients.

7. The legal relationship between Asselbergs & Klinkhamer Advocaten and its clients is governed by Dutch law. The Zeeland-West-Brabant District Court is exclusively competent to judge legal disputes between the parties.

8. In the performances of services in accordance with your instructions, Asselbergs and Klinkhamer Advocaten or the foundation Stichting Beheer Derdengelden Mrs. Asselbergs & Klinkhamer may hold money for you or third parties in a bank account held by Asselbergs & Klinkhamer Advocaten or the foundation Stichting Beheer Derdengelden Mrs. Asselbergs & Klinkhamer Advocaten. If the bank with which this account is held charges Asselbergs & Klinkhamer Advocaten or the foundation Stichting Beheer Derdengelden Mrs. Asselbergs & Klinkhamer a negative interest on the monies deposited, that interest will be chargeable to you or the third parties and be withheld from the monies deposited in the account.