

1. These general terms and conditions apply to any engagement agreement between De Koning Advocaten B.V. ("De Koning Advocaten") and the person who engages De Koning Advocaten ("the client"), including any subsequent engagements. These general terms and conditions may be viewed and downloaded from the website: <https://www.dekoningadvocaten.nl>. The applicability of any general terms and conditions of the client or third parties is expressly rejected.
2. All engagements are, notwithstanding Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code, exclusively accepted and performed by De Koning Advocaten. This also applies when the client expressly or tacitly assigns the engagement with a view to its performance by one or more specific persons affiliated with De Koning Advocaten. If De Koning Advocaten receives an assignment jointly with another person, De Koning Advocaten is liable only for the performance of obligations that are expressly obligations of De Koning Advocaten. In these general terms and conditions, "affiliated persons" means any person who is or was directly or indirectly employed by or working on behalf of De Koning Advocaten, including in any case all current and former employees, contractors, advisors, directors, shareholders, and/or partners. A "person" may be either a natural person or a legal entity.
3. Only the direct client of De Koning Advocaten may derive rights from the advice or other work performed by De Koning Advocaten.
4. Except to the extent that this is legally impossible, all liability of De Koning Advocaten, its affiliated persons, and all persons involved in the performance of the engagement or on whom any liability whatsoever might rest in connection therewith (including joint and several liability) is limited in total to the amount paid out in the relevant case under the liability insurance policy or policies taken out by De Koning Advocaten, plus the applicable deductible under such policy or policies. Liability for damage resulting from an event not covered by insurance is limited to EUR 25,000. Any claim for damages shall be barred one year after the date on which the client became aware of the damage and De Koning Advocaten's liability therefor.
5. De Koning Advocaten may engage third parties in the performance of its work, including bailiffs, experts, other law firms, couriers, and translators. De Koning Advocaten may also use digital or other services offered by third parties or otherwise ("digital services"), such as telecommunications services, applications that allow information to be shared or stored digitally or via a cloud, and (other) applications that allow information to be searched, analyzed, stored, processed, or translated, whether or not automatically or using (intelligent) software. In doing so, information may be transferred to servers managed by third parties. De Koning Advocaten will, of course, exercise due diligence in the selection of third parties and digital services. De Koning Advocaten is not liable for any acts or omissions of these third parties or for any damage arising from any use of digital services or from their availability or unavailability. De Koning Advocaten may, on behalf of the client and/or itself, accept the terms and conditions of these third parties or of the digital service provider, including any limitations of liability, and invoke them against the client.
6. De Koning Advocaten excludes, also on behalf of Stichting Beheer Derdengelden De Koning Advocaten (and its directors), any liability that is in any way directly or indirectly related to the insolvency or other failure to fulfill obligations by or on the part of any bank, financial institution, digital service provider, or other third party, and/or with a restriction or loss of the ability to use or access computers, networks, or data, and/or a data breach, whether or not resulting from a cyberattack.
7. Without prejudice to the provisions of Article 2, these general terms and conditions, including the limitations of liability contained herein, apply not only for the benefit of De Koning Advocaten, but may also be invoked by and for the benefit of all persons involved in the performance of the engagement and/or upon whom, in connection therewith, on whatever basis, any liability rests or could in any way rest, including persons affiliated with De Koning Advocaten, the Stichting Beheer Derdengelden De Koning Advocaten (and its directors) (to the extent that no separate agreement(s) or separate general terms and conditions are in effect), as well as all respective legal successors. The client indemnifies De Koning Advocaten and all other persons mentioned in the preceding sentence against all claims by third parties and against the costs of legal assistance that are in any way related to or arise from the assignment given and/or the work performed for the client, insofar as the claim or damage is not the direct result of intentional or wilfully reckless conduct on the part of De Koning Advocaten.

The provisions of this article, as well as all other provisions in these general terms and conditions intended to create rights for the benefit of third parties referred to in the first sentence of this article, are also intended to constitute an irrevocable third-party clause in their favor, provided free of charge, within the meaning of Article 6:253(4) of the Dutch Civil Code.

8. De Koning Advocaten is required, pursuant to, among other things, the Money Laundering and Terrorist Financing (Prevention) Act (Wwft) and policies derived therefrom, to verify the client's identity in principle and, under certain circumstances, to report unusual transactions to the relevant authorities without informing the client thereof.
De Koning Advocaten may also be subject to obligations under other provisions to make reports or provide information to authorities or third parties. The foregoing may also apply to other persons directly or indirectly involved in the performance of the engagement. For more information, please visit <https://www.dekoningadvocaten.nl/nl/wwft>.
9. De Koning Advocaten advises exclusively on Dutch law and may only be deemed to advise on that subject.
10. The client may terminate the agreement with De Koning Advocaten at any time, but only by providing written notice to their contact person at De Koning Advocaten. De Koning Advocaten may terminate the agreement subject to a fourteen-day notice period, or with immediate effect if the client fails to pay an invoice within fifteen days of the due date, but always only by providing written notice to the client. If the agreement terminates, the client shall owe fees for the work that De Koning Advocaten has performed prior to the termination of the agreement, and for the work that De Koning Advocaten must necessarily perform after such termination in order to transfer the case to the client or a third party.
11. Unless otherwise agreed, the fee will be calculated based on the number of hours worked multiplied by hourly rates to be determined annually by De Koning Advocaten. Expenses paid by De Koning Advocaten on behalf of the client (including negative interest and bank charges on any funds managed) will be billed separately. A percentage of the fee will be charged to cover general office expenses.
12. All amounts invoiced or stated by De Koning Advocaten are, unless expressly stated otherwise, exclusive of VAT. In principle, the work is invoiced to the client on a monthly basis, with a payment term of fifteen days from the date of the invoice. If invoices are issued at a different frequency, the fee remains due. De Koning Advocaten may at any time request an advance payment for work to be performed. If an assignment involves multiple clients, they are jointly and severally liable for payment of the invoice. De Koning Advocaten is entitled to increase its rates during the term of the engagement by a percentage corresponding to the Consumer Price Index (CPI) published by Statistics Netherlands (CBS).
13. The legal relationship between De Koning Advocaten and the client is governed by the De Koning Advocaten Office Complaints Procedure (Legal Profession). This Office Complaints Procedure can be consulted on the website <https://www.dekoningadvocaten.nl>.
14. De Koning Advocaten processes personal data of its clients and the individuals working there to provide optimal service and comply with legal obligations. De Koning Advocaten's privacy policy can be viewed at <https://www.dekoningadvocaten.nl/nl/privacybeleid>.
15. De Koning Advocaten retains electronic or paper files for a minimum of seven years after the termination of the agreement. After this period has expired, De Koning Advocaten may destroy these files.
16. The agreement with the client and the legal relationship(s) associated therewith are exclusively governed by Dutch law.
17. The court in Rotterdam has exclusive jurisdiction in the first instance to hear any disputes arising from the (performance of the) agreement with the client and the related legal relationship(s). "Disputes" in this context also include disputes that are wholly or partly based on non-contractual grounds or that concern the nullity, voidability, or existence of any legal act or agreement.
18. For more information about De Koning Advocaten and its services (including the relevant professional associations, complaint procedures, reporting obligations, and insurance coverage), please visit the website: <https://www.dekoningadvocaten.nl>.
19. These terms and conditions have been drafted in Dutch. In the event of any discrepancies between the Dutch version of these terms and conditions and any translation thereof, the Dutch version shall prevail and take precedence over all translations.