

General Terms and Conditions

(English version; the Dutch version prevails)

1. The public civil partnership Oomen & Sweep advocaten (here after 'O&S') is registered in the traderegister under number 34392462. The partners are professional companies. The lawyers working at O&S are registered at the Dutch Bar Association (Neuhuykade 94, 2596 XM The Hague). The VAT number of O&S is NL882419245B01.
2. The professional indemnity insurance is arranged with Chubb European Group Limited (PO Box 704, 2130 AS Hoofddorp) and is limited to € 1.000.000,- per claim with a maximum of € 2.000.000,- per insurance year.
3. These general terms and conditions are applicable to and are part of all contracts (including future and follow up instructions) and legal acts between O&S and principal.
4. Regardless if the instructions are given to a specific person, the instructions are solely accepted and carried out by O&S. She is free to engage other associates of O&S. The operation of articles 7:404 and 7:407, paragraph 2 and 7:409 of the Dutch Civil Code are explicitly excluded.
5. Third parties cannot derive rights from the instructions and the execution thereof.
6. O&S is entitiled to engage third parties in the execution of the instructions and to charge those to the principal. O&S is not liable for the behaviors of those third parties.
7. O&S charges a fee for her services at an hourly rate, plus VAT, as well as the costs made by third parties (disbursements). O&S has the right to change her hourly fee and the costs she charges interrimly and she always has the right to request a deposit from the principal.
8. O&S has the right to send the invoices electronically.
9. The principal is obliged to settle the invoice within 14 days calculated from the date of the invoice, without the right to postpone or to set off.
10. If the instructions are given by or on behalf of multiple (legal or natural) persons, all principals will be jointly and severally bound for payment of the invoices.
11. If the execution of the instructions by O&S leads to liability of O&S and/or her associates, the liability is limited to the amount paid under the professional indemnity insurance of O&S. If, for any reason, no payment is made under the professional indemnity insurance, every liability is limited to € 5.000,-, taking into account that O&S and her associates are never liable for consequential loss (like loss of profits and revenues), and business damage (like business interruption), except in cases of intent and deliberate recklessness. All claims of the principal decline after one year after the principal has become known or should have become known with these claims.
12. The terms in these general terms and conditions are made and apply with regard to the partners, as well as all other persons engaged in the execuuton of the instructions by O&S.
13. The legal relation between the principal and O&S is subject to the law of the Netherlands; disputes are decided by the competent court.
14. Complaints - of whatever nature - by a principal about O&S and her associates are passed on (free of charge) to mr I.N.A. Denninger (or his replacement), the complaints officer. The complaints officer allows the complainant and the person about whom has been complained, to clarify the complaint, and will give a motivated opinion in writing about the complaint within one month after the complaint has been made (except for deviation of this term, in which case it will be motivated why such a deviation is justified and what new term will be used). If this complaints handling procedure does not lead to a solution, a potential conflict can be brought before the competent court.