

General terms and conditions of Biesheuvel Jansen advocaten

1. Biesheuvel Jansen advocaten is a trade name of Biesheuvel Jansen Timmerman Kuster B.V., a limited liability company incorporated under Dutch law, with its corporate seat in Amsterdam (the Netherlands) and registered with the trade register of the Chamber of Commerce under number 59854774 (***Biesheuvel Jansen***).
2. These general terms and conditions apply to all assignments or instructions accepted by Biesheuvel Jansen, including any follow-up instructions and further client assignments.
3. All instructions from clients are solely accepted and carried out by Biesheuvel Jansen, even if it is the client's explicit or implied intention that an instruction is to be carried out by a specific person. Applicability of sections 7:404 (which provides for instructions to specific persons) and 7:407 paragraph 2 (which provides for joint and several liability in the event of an instruction to two or more persons) of the Dutch Civil Code is hereby excluded and shall not apply.
4. Except to the extent that liability cannot be limited under Dutch law, any and all liability of Biesheuvel Jansen is limited to the amount paid out, if any, under Biesheuvel Jansen's professional liability insurance coverage in the matter concerned. In the event and to the extent that no monies are paid out under the professional liability insurance for whatever reason, any and all liability of Biesheuvel Jansen shall be limited to a maximum amount equal to the total fees charged by Biesheuvel Jansen in the matter concerned. In any event, a claim on Biesheuvel Jansen shall lapse in case Biesheuvel Jansen did not receive written notice of such a claim no later than within one year after the discovery of an event or circumstance that gives or may give rise to that claim.
5. Biesheuvel Jansen may engage third parties in connection with the instruction from the client and shall exercise the necessary due care in its selection of third parties. Biesheuvel Jansen shall not be liable for any acts and/or omissions of third parties.
6. These general conditions apply not only to Biesheuvel Jansen, but also to all persons directly or indirectly involved in carrying out the instruction from the client and/or who are or may in any way be liable in connection therewith, including former employees and/or shareholders of Biesheuvel Jansen, including their legal successors. The client indemnifies and holds Biesheuvel Jansen harmless from and against all third party claims that arise from or are in any way connected to the instruction from the client and/or the services rendered for the client, unless such claims result from willful misconduct or gross negligence by Biesheuvel Jansen. This indemnification includes any legal costs.
7. The legal relationship between the client and Biesheuvel Jansen is exclusively governed by Dutch law.
8. Any disputes shall be exclusively decided by the competent court in Amsterdam, the Netherlands, without prejudice to the right to lodge an appeal.
9. These general conditions are available in both Dutch and English. In the event of a dispute regarding the content or intent of these general conditions, the Dutch version shall prevail.