

General Terms & Conditions

Article 1

Eurius B.V. (hereinafter referred to as “Eurius”), with registered office in Amsterdam (trade register number 72185775), is a private company with limited liability incorporated under Dutch law. Its object is to practice in the legal profession. On request a list will be sent of those who hold shares in Eurius through their holding companies (hereinafter referred to as “Partners”).

Article 2

The provisions in these general terms and conditions apply not only for the benefit of Eurius itself, but also for the benefit of all Partners, and all other legal or natural persons in former or current employment with Eurius as well as for the benefit of all persons for whose acts or omissions Eurius might be held liable (hereinafter referred to as “Eurius personnel”) and of the possible legal successors of all the aforementioned. Eurius, Eurius personnel and all other legal or natural persons who have been engaged to carry out any instruction by the client, are entitled to invoke the provisions of these general terms and conditions.

Article 3

All services and other activities are carried out by Eurius under a contract for professional services concluded with it, unless otherwise agreed upon in writing.

Article 4

All instructions shall be accepted and carried out exclusively by Eurius, also when the expressed or implied intention is for an instruction to be carried out by a specific individual. The applicability of sections 404,407 (2) and 409 of Book 7 of the Netherlands Civil Code is expressly excluded.

Article 5

Instructions are carried out by Eurius exclusively for the benefit of the client. Third parties may derive no rights from the instruction and any activities performed in relation thereto.

Article 6

In the carrying out of the instructions, Eurius may engage third parties. Eurius shall not be liable for any shortcomings on the part of any third parties engaged by Eurius. Eurius is hereby authorized by the client to accept any third parties' limitations of liability on client's behalf. In case of temporary or long-term absence of the lawyer handling the case, arrangements will where necessary be made for monitoring or, if necessary, transfer of the file. In this regard, Eurius has designated N.G. Wijnstekers.

Article 7

The client indemnifies and holds Eurius harmless from and against any and all claims from third parties as well as any costs to be incurred with respect thereto by Eurius, including the cost of legal aid, arising from the activities performed by Eurius for the benefit of the client. The client shall, moreover, indemnify and hold Eurius harmless from and against any and all claims from third parties against Eurius which relate to a disclosure that was mistakenly made within the framework of the Money Laundering and Terrorist Financing (Prevention) Act (Wet ter voorkoming van witwassen en financieren van terrorisme).

Article 8

The client grants permission to the processing of personal data within the organisation of Eurius, in connection to the instruction, and to communicate such to all those within the Eurius organisation who may be able to use such information in relation to carrying out the instruction or managing the relationship with the client. The client also grants permission in this communication, to the use of any method of communication customarily used at that time, including in particular the Internet and e-mail.

Article 9

The client can only call upon Eurius for damages resulting from or in relation to the carrying out of an instruction. An instruction to Eurius also entails the waiver of any right, to the extent possible in law (i) to hold liable the Partners and/or Eurius personnel, including their possible legal successors, on any grounds whatsoever, for damages resulting from or in relation to the carrying out of an instruction, as well as (ii) to take any legal measures against the Partners and/or Eurius personnel, including their possible legal successors, including the levying of attachment.

Article 10

If arising from or in connection with the carrying out of an instruction an event should occur as a result of an act or omission, leading to liability towards the client on the part of Eurius and/or (without prejudice to that determined in article 9 of these general terms and conditions) the Partners, and/or all Eurius personnel, including their possible legal successors, such liability shall always be limited to the amount paid out in the relevant case under the professional liability insurance taken out by Eurius, increased with the amount of the policy excess payable by Eurius in the relevant case under the insurance agreement.

Article 11

All actions for damages against Eurius and/or (without prejudice to that determined in article 9 of these general terms and conditions) the Partners, and/or all Eurius personnel, including their possible legal successors, shall become time-barred one year after the day on which the client has become acquainted with the existence of damages and the liability in question.

Article 12

Fees shall be payable by the client to Eurius for the carrying out of an instruction, plus disbursements and value added tax and, if applicable, office expenses. Unless otherwise agreed upon, the fees will be calculated on the basis of the number of hours worked, multiplied by the hourly rate to be determined by Eurius.

Article 13

Eurius is authorized to set off any advance that has been paid towards the invoice the client against the oldest outstanding invoice. Eurius does not dispose of an association for third party funds (Stichting derdengelden) and Eurius will therefore not receive any third party funds.

Article 14

Invoices from Eurius are payable within fourteen days – without set off or suspension. When no payment is forthcoming despite a demand to that effect, Eurius is authorized to charge the client for extrajudicial collection costs.

Article 15

In case of non-payment for the activities carried out by or at the instructions of Eurius for the benefit of the client, Eurius is authorized to suspend its activities until full payment of the outstanding invoices has been made. Any liability on the part of Eurius for damages that may arise as a result thereof shall be excluded.

Article 16

Eurius has in place a procedure for the handling of complaints, which applies to all of its services. The complaints procedure will be sent upon request.

Article 17

With the exception of files to which special statutory holding regulations are applicable, a file shall be kept for at least five (5) years in physical and/or electronic form (starting from the date of the final invoice), after which Eurius has the discretion to destroy the file without further notice.

Article 18

Unless otherwise agreed upon in writing, these general terms and conditions shall apply to all contracts for professional services concluded with Eurius. They shall furthermore apply to all additional and subsequent instructions.

Article 19

The legal relationship between the client and Eurius, as well as any legal relationship that arises from the carrying out of an instruction, on any ground whatsoever, between the client and one or more Partners, one or more members of Eurius personnel, including their possible legal successors, is governed by Dutch law. Disputes will be submitted exclusively to the competent court in Amsterdam.