

General Terms and Conditions of Claw Arbeidsrecht B.V.

1. Claw Arbeidsrecht B.V. is a company under Dutch civil law and registered with the Chamber of Commerce under registration number 80840329.
2. All assignments to perform services will be deemed to have been given solely to Claw Arbeidsrecht B.V., even if the client gave the assignment with the express or silent intent to have it carried out by a specific person. Assignments are accepted with the exclusion of the provisions in Articles 7:404, 7:407, paragraph 2 and 7:409 of the Dutch Civil Code (Burgerlijk Wetboek).
3. These general terms and conditions apply to all services rendered by Claw Arbeidsrecht B.V., regardless of whether these services were rendered in the capacity of attorney at law, local counsel, arbitrator, third party charged with giving a binding ruling, mediator or otherwise. The general terms and conditions do not only apply for the benefit of Claw Arbeidsrecht B.V., but also apply for the benefit of Mrs. G. van Wankum, all other persons employed by Claw Arbeidsrecht B.V., and all third parties engaged by Claw Arbeidsrecht B.V. in the execution of an assignment.
4. The execution of assignments given to Claw Arbeidsrecht B.V. is done solely on behalf of the client. Third parties cannot derive rights from the rendering of services on behalf of the client.
5. The client is aware that Claw Arbeidsrecht B.V. must respect the code of conduct established by the Dutch Bar Association in pursuance of the profession. The client accepts the consequences that may arise from this.
6. Any liability on the part of Claw Arbeidsrecht B.V. shall be limited to the amount that is paid under the professional liability insurance concluded by Claw Arbeidsrecht B.V., increased by the amount of any deductible, the total of these amounts being limited to a maximum of € 500,000.-. Information about the professional liability insurance will be provided to you on request. If, for whatever reason, no insurance payment is made, any liability on the part of Claw Arbeidsrecht B.V. shall be limited towards clients to the amount of fee charged by the partnership in connection with the instructions concerned, subject to a maximum of € 30,000.- and towards third parties to a maximum of € 10,000.
7. Any claims from clients and third parties shall be timebarred if these claims have not been made by written and reasoned notice presented to Claw Arbeidsrecht B.V. within three months commencing from the day when the client or the third party respectively was aware, or could reasonably have been aware, of the facts on which his claim is based.
8. The client shall be obliged to hold Claw Arbeidsrecht B.V. indemnified and harmless from any claims by third parties, and to compensate Claw Arbeidsrecht B.V. for the reasonable costs of defending such claims.
9. Claw Arbeidsrecht B.V. is entitled to involve third parties in connection with the rendering of its services, for example representatives at litem, local counsels, bailiffs, civil notaries, research agencies, debt collection agencies, accountants, fiscal advisors, the Land Register, the Chamber of Commerce, other law firms, etc. The client assents to the fact that the assignment given to Claw Arbeidsrecht B.V. also includes the authorization to accept limitations of liability, if any, imposed by such third parties on behalf of the client.
10. All email communications, data communications, audio communications, communications via facsimile and telephone of Claw Arbeidsrecht B.V. will be unencoded, unless specifically requested otherwise by the client in writing in advance and only if Claw Arbeidsrecht B.V. has confirmed in writing it will grant such request.

11. Unless otherwise agreed, the fee of Claw Arbeidsrecht B.V. is calculated on the basis of an hourly rate set by Claw Arbeidsrecht B.V. plus VAT (if applicable). Claw Arbeidsrecht B.V. is entitled to periodically adjust its hourly rates.
12. Payments terms of invoices are 14 days after the date of invoice. Payment should take place in the manner as indicated on the invoice. All costs relating to collection measures are for the account of the client.
13. At any given moment, both prior to the commencement of the assignment and during the assignment, Claw Arbeidsrecht B.V. is entitled to request one or more advance payments with settlement at a later date. In the event of failure to pay such advance payment, Claw Arbeidsrecht B.V. is, after prior notice, entitled to not commence, suspend or terminate its services. Unless specifically agreed otherwise, the advance payment will be settled with the final invoice for the work done in the relevant case.
14. The legal relationship between the client and Claw Arbeidsrecht B.V. is governed solely by Dutch Law. All disputes which might arise from this legal relationship shall be settled exclusively by the competent court in Amsterdam, unless mandatory provisions dictate otherwise.
15. These General Terms and Conditions have been drawn up in Dutch and translated into English. In the event of any discrepancy between the Dutch text and the English translation of it, the Dutch text shall be decisive.