

General Conditions

1. Hofhuis Alkema Groen ('HAG') is a private liability company ('besloten vennootschap met beperkte aansprakelijkheid') established under Dutch law, registered with the Trade Register of the Chamber of Commerce in Amsterdam under number 78421535.
2. These general conditions are applicable to all legal relationships between HAG and the client unless agreed otherwise in writing in advance. Applicability of the client's general conditions is excluded.
3. Any of the following legal and natural persons can invoke these general terms and conditions, including but not limited to the limitation of liability:
 - all staff members, former staff members and others who in any way are or were working for, are or were employed by or are/were associated with HAG, and their heirs and beneficiaries;
 - all direct or indirect shareholders, former direct or indirect shareholders, directors, former directors, authorized representatives and former authorized representatives of HAG, and their heirs and beneficiaries;
 - all practices with corporate personality with which HAG has or has had a management agreement, including their directors and direct and indirect shareholders.
4. All instructions are accepted and carried out by the HAG only, also if it is the express or implied intention that an instruction is carried out by a specific person. Applicability of Article 7:404 and 7:407(2) of the Dutch Civil Code is excluded.
5. When carrying out instructions HAG may engage third parties. HAG will exercise due care in engaging such third parties. HAG's liability for third parties' faults or shortcomings is excluded. HAG is authorized to accept said third parties' possible general conditions and limitations of liability for and on behalf of the client.
6. In respect of instructions carried out, the client is due fees plus disbursements and VAT. HAG does not charge clients for general office expenses. HAG may request the payment of an advance. Advance payments made will be set off against the final invoice in connection with the instruction.
7. In principle, clients are invoiced for the services rendered on a monthly basis, subject to payment within 14 days of the date of the invoice. Should payment not be received within the time limit mentioned, the client shall be deemed in default without any further notice being required and HAG is authorized to charge legal interest.
8. HAG's liability is limited to the amount which is paid out under HAG's liability insurance in the matter concerned, plus the amount of the deductible which under the terms of the relevant insurance policy must be borne by HAG. If, for any reason, no monies are paid out under such insurance policy, any and all liability will be limited to the amount of fees charged by HAG in the matter concerned.

9. The client shall indemnify HAG and hold it harmless in respect of all claims of third parties connected in any way with the activities performed for the client. The client shall compensate HAG for reasonable costs of defending such claims.
10. The legal relationship between HAG and the client is governed by Dutch law. Disputes shall be submitted exclusively to the competent court in Amsterdam.

Complaints procedure

11. In case of complaints about the conclusion and execution of an agreement, the quality of services rendered or the amount of the invoice the client is requested to address the lawyer handling the matter in which the complaint has arisen first. If this does not lead to a solution of the complaint, the client may submit the complaint to the complaints officer, Ms. A.C.M. Alkema. If the complaint concerns her, or if she is not available, the complaint may be submitted to the substitute complaints officer, Mr. J.S. Hofhuis.
12. Complaints must be submitted within three months of the date on which the complainant became aware, or could reasonably have become aware, of the acts or omissions that gave rise to the complaint.
13. After the receipt of a complaint, the complaints officer will discuss the complaint with the relevant lawyer or staff member and will give both parties the opportunity to express their views regarding the complaint.
14. The complaints officer will assist the parties in trying to reach an agreement that settles the complaint. If no settlement can be reached, the complaints officer will – within a month after receipt of the complaint – give an opinion and recommendations concerning the complaint which will be sent to both parties in writing. If it is not possible to handle the complaint within a month, the complaints officer will notify both parties stating the reasons for the delay and setting a term within which the opinion and recommendations can be expected.
15. If the opinion and recommendations given by the complaints officer lead to a satisfactory solution of the complaint, an agreement detailing said solution will be concluded in writing and will be signed by both parties and the complaints officer. If no agreement is reached, the client may submit the complaint to the competent court in Amsterdam.
16. This complaints procedure applies both to complaints about the lawyers of HAG and to complaints about persons acting under the responsibility of HAG. No fees will be charged for the handling of the complaint.