

General terms and conditions MILESTONE ADVOCATEN

General

1. Milestone Advocaten (“**Milestone**”) is the name of the alliance between the private limited liability companies Milestone Advocaten B.V. and Milestone Ondernemingsrecht B.V., the legal entities through which the law practice is conducted. Wherever hereinafter reference is made to Milestone Advocaten, it should read Milestone Advocaten B.V. and/or Milestone Ondernemingsrecht B.V.
2. All assignments are exclusively accepted and carried out by either Milestone Advocaten B.V. or Milestone Ondernemingsrecht B.V.. Contrary to the provisions of Sections 404, 407(2) and 409 of Book 7 of the Dutch Civil Code, the lawyers of Milestone Advocaten are not personally bound or liable, even if it is the intention that an assignment be performed by a specific person. The use of the term ‘partner’ by persons who are either direct or indirect shareholders in Milestone Advocaten B.V. and/or Milestone Ondernemingsrecht B.V. does not alter the fact that these persons act exclusively at the risk and expense of Milestone Advocaten when performing their legal activities, and therefore not at their own risk and expense.
3. These General Terms and Conditions are applicable to and form part of every agreement between the client and Milestone Advocaten, their directors and/or their employees. The applicability of other general terms and conditions is explicitly excluded. These conditions are also stipulated for the benefit of the Stichting Derdengelden Milestone Advocaten and the Stichting Derdengelden Milestone Ondernemingsrecht and any third party, whether or not employed by Milestone Advocaten, engaged in the performance of an assignment or which is liable or may be held liable in connection with an assignment.

Agreement

4. Assignments given to Milestone Advocaten are performed exclusively for the benefit of the client. Third parties may not derive any rights or claims whatsoever from the performance of such services.
5. The Client guarantees that it will provide Milestone Advocaten, on request or otherwise, with all facts and circumstance of which it knows or can reasonably assume that they are or may be relevant for the performance of the assignment. The Client guarantees the accuracy and authenticity of the information provided by it.
6. Milestone Advocaten accepts only best efforts obligations and no obligations of result.
7. Milestone Advocaten may collaborate with other lawyers or comparable professional service providers, should a sound performance of the assignment so desire. If such a collaborative venture is engaged with the agreement of the client, a legal relationship arises between the client and the member in question, and not with Milestone Advocaten.

Fees for the assignment

8. Milestone Advocaten will charge a fee for its work, based in principle on an hourly rate plus VAT, as well as the incurred costs of third parties. Milestone Advocaten is entitled to adjust the rates (fees) with effect from a future date.
9. Milestone Advocaten is entitled to invoice an advance payment to the client at any time, also during the course of the assignment. Such advance payment will be settled with the final invoice. For advance payments no interest will be compensated. Advance payments in various matters for the same client may be settled amongst one another, at any rate, an advanced payment in one matter may be applied as advanced payment in an other matter where no advance payment was invoiced.
10. The term of payment will be 14 days after the invoice date. If payment is not made, the client will be in default by operation of law and will owe default interest at a rate equal to the statutory commercial interest rate under Section 119a of Book 6 of the Dutch Civil Code. The client waives the right to appeal for a setoff or deferral of payment. The costs of collection measures will be charged to the client, with a minimum charge of 10% of the outstanding balance.

11. In the event the client fails to make timely payment, which also includes advance payment, Milestone Advocaten is entitled, after prior notice, not to commence the activities, to discontinue/ suspend performance of the activities or to cease the activities. Milestone Advocaten is not liable for any possible damage resulting from this.

Liability

12. The total liability of Milestone Advocaten under any legal grounds is limited to the cumulative amount that is paid out for the case in question under the professional indemnity insurance policy plus the excess (*eigen risico*) that is not at the expense of the insurers under the terms of the insurance policy. If no payment is made under the said insurance policy for whatever reason, any liability will be limited to a sum equal to the fee charged in that specific case, up to a maximum of EUR 10,000. Any claim against Milestone Advocaten will become time-barred 12 months after the injured party became aware or should have become aware of the harmful act.
13. Milestone Advocaten is never liable for indirect loss, consequential loss or loss of profits. The liability of Milestone Advocaten never extends beyond what is provided for in these Terms and Conditions, irrespective of whether any claim is based on agreement or any other basis, in particular tort (*onrechtmatige daad*). The limitation of liability within the meaning of these general terms and conditions is not applicable to intention or gross negligence on the part of Milestone Advocaten, or its employees.
14. Milestone Advocaten will exercise due care in selecting third parties and it will consult with the client when selecting such third parties to the extent that such is reasonably possible. Any liability of Milestone Advocaten for any failures of such third parties is expressly excluded. Milestone Advocaten is deemed to be fully authorised by the client to accept on behalf of the client any possible limitation of liability as may be applied by such third parties.

Miscellaneous

15. Milestone Advocaten is entitled, without notice, to remove from its archives and destroy files and the documents contained therein, including documents that are owned by the client and/or third parties, if 10 years or more have passed after the relevant case, handled by Milestone Advocaten has been closed.
16. Milestone Advocaten and the client always have the right at any time to terminate the assignment agreement.
17. If any provision of these general terms and conditions appears to be invalid or unenforceable, entirely or in part, such provision is herewith in such a case replaced by one or more provisions that does or do not suffer from such defect and that, as far as possible, has or have the same effect as the provision or provisions that are invalid or unenforceable. In as far as necessary the parties shall in good faith consult on the exact wording of any such substitute provision or provisions.
18. Netherlands law is exclusively applicable to the general terms and conditions and the assignment of the client. Disputes arising from or related to this legal relationship and/or services will be exclusively resolved by the Dutch court in the judicial district in which Milestone Advocaten is seated.
19. The Complaints Procedure of Milestone Advocaten is applicable to our engagements. This procedure is available at www.milestoneadvocaten.com. A copy will be sent upon request.
20. These general terms and conditions have been registered with the Chamber of Commerce at Utrecht and are available at www.milestoneadvocaten.com. A copy will be sent upon request. The Dutch text of the terms and conditions will prevail over the English text.

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