



Law Office  
**RHJ Koopmans**

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## **GENERAL TERMS AND CONDITIONS LAW OFFICE RHJ KOOPMANS**

### **Article 1: Definitions**

In these general terms and conditions the following expressions have the meaning indicated thereafter:

Activities:	All activities of the Office in performing the Agreement;
Agreement	The agreement between Law Office RHJ Koopmans and the Cliënt and any instructions of the Cliënt in connection therewith accepted by the Office;
Cliënt:	The party instructing Law Office RHJ Koopmans;
Costs:	The costs which the Office incurs on behalf of the Client;

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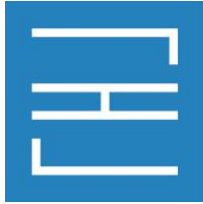
Law Office RHJ Koopmans B.V. is registered in The Netherlands with the Chamber of Commerce with number 30201622.

ING-bank account Law Office: NL90 INGB 0004 2428 29 in the name of Advocatenkantoor RHJ Koopmans (only for payment of invoices). BIC ING: INGBNL2A.

ABN AMRO Bank account third party monies foundation in the name of Stichting Beheer Derdengelden Advocatenkantoor RHJ Koopmans: NL27 ABNA 0572 6235 69 (in all other cases). BIC ABNAMRO: ABNANL2A.

VAT number: NL8142.61.693.B01

Website: [www.koopmanslaw.nl](http://www.koopmanslaw.nl)



Fee:	The financial remuneration (excluding Costs, value added tax and Office Costs) which Law Office RHJ Koopmans has agreed with the Client in connection with the performance of the Agreement or the remuneration which from time to time is applicable to the services provided by Law Office RHJ Koopmans in connection with the Agreement.
Law Office RHJ Koopmans:	The limited liability company Advocatenkantoor R.H.J. Koopmans B.V., established in Groenekan, De Bilt, The Netherlands and having its office in Amsterdam, The Netherlands.
Office:	Law Office RHJ Koopmans and the persons connected to Law Office RHJ Koopmans as well as partner law offices which are instructed by Law Office RHJ Koopmans in connection with the Agreement.
Office Costs:	The fixed surcharge on the Fee compensation the expenses of the office facilities of the Office.

## **Article 2: Applicability**

- 2.1 These general terms are applicable to all legal relationships between Law Office RHJ Koopmans and the Client and specifically to the legal services which Law Office RHJ Koopmans provides to the Client.
- 2.2 All covenants in these general terms and conditions apply also for the benefit of all persons working in or on behalf of Law Office RHJ Koopmans and/or instructed by Law Office RHJ Koopmans.
- 2.3 Deviations from these general terms and conditions are only valid if explicitly agreed in writing. Law Office RHJ Koopmans explicitly renounces the applicability of any general terms and conditions proposed by the Client.



### **Article 3: Agreement**

- 3.1 The Agreement enters into force on the moment that the instruction of the Client has been accepted by Law Office RHJ Koopmans.
- 3.2 The Client agrees that the Agreement may be performed by the Office or third parties, however in all cases under the responsibility of Law Office RHJ Koopmans. The applicability of Sections 7:404<sup>1</sup> and 7:407 paragraph 2<sup>2</sup> of the Dutch Civil Code is explicitly excluded.
- 3.3 The Client may terminate the assignment at all times.
- 3.4 Law Office RHJ Koopmans may not terminate the assignment unilaterally, unless (a) for important reasons (“*gewichtige redenen*”) or (b) if Law Office RHJ Koopmans is on reasonable grounds not prepared to execute the assignment in accordance with the instructions of the Client.
- 3.5 In case of termination of the assignment in accordance with articles 3.3 and 3.4 above Law Office RHJ Koopmans is entitled to remuneration on the basis of hours spent.

### **Article 4: Fee**

- 4.1 In connection with the performance of the Agreement by Law Office RHJ Koopmans the Client is obliged to pay the Fee increased by the Costs and applicable VAT, unless a different remuneration has been agreed in writing.
- 4.2 The Parties may agree at the entering of the Agreement that a fixed fee be paid by the Client. If no fixed fee is agreed, the Fee will be based on the hours spent by the Office in the performance of the Agreement. The Fee will then

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<sup>1</sup> Section 7:404 of the Dutch Civil Code provides that a professional person accepting an instruction in principle should perform the task personally.

<sup>2</sup> Section 7:407 paragraph 2 of the Dutch Civil Code provides that in case an instruction is given to two or more persons jointly, each of them is jointly and severally liable for any shortcomings, unless he or she is not accountable for such shortcoming.



be calculated on the basis of the usual hourly rates of Law Office RHJ Koopmans, applicable to the period in which the Activities were performed, unless specific hourly rates are agreed in which case those specific hourly rates apply.

- 4.3 Law Office RHJ Koopmans may require that the Client pays a deposit prior to the performance of Activities. Law Office RHJ Koopmans is entitled to set off the deposit against the final invoice in respect of the Agreement and any excess will be returned to the Client when all outstanding invoices in connection with the Agreement have been fully paid by the Client.
- 4.4. The usual hourly rates will be determined by Law Office RHJ Koopmans on the basis of the standard hourly rates which Law Office RHJ Koopmans has set from time to time, which rates may be multiplied by a factor depending on the expertise and special knowledge of the person actually performing the Agreement, the financial importance of the case at hand and the level of urgency connected to the Agreement.
- 4.5 Unless explicitly agreed to the contrary, Law Office RHJ Koopmans is authorised to change the standard hourly rates, also pending the Agreement. Such change however will never be more than 10% per calendar year. Such change shall in no case be effective within 3 months of the date of the Agreement. The Activities performed by the Office may be invoiced from time to time.
- 4.6 Law Office RHJ Koopmans is also authorised to increase the Fee if it appears in the performance of the Activities that it would not be reasonable to require that Law Office RHJ Koopmans performs such Activities for the originally agreed Fee.
- 4.7 Unless specifically agreed otherwise, the Office Costs will be charged at a fixed rate of 4% of the Fee. This percentage may be adjusted from time to time by Law Office RHJ Koopmans to the level of costs generally incurred by Law Office RHJ Koopmans.



## **Article 5: Payment**

- 5.1 Payment of invoices has to be effected within the term indicated on the invoice or, if no such term is indicated, within fourteen days of the date of the invoice. The obligation of the Client to effect payment on or prior to the due date will not be suspended or affected on account of any objections to the amount of the invoice or for whatever other reason.
- 5.2 Should the Client fail to effect payment on or prior to the due date, then the Client will be in default by operation of law. Client will then be obliged to pay default interest at the rate of 1% (one per cent.) per month, unless the legal trade rate (*wettelijke handelsrente*) would then be higher, in which case such legal trade rate will be applicable. The interest on the amount due will be charged as of the date on which the invoice became due until the date on which the total amount due has been fully and finally settled.
- 5.3 Should Law Office RHJ Koopmans have to apply enforcement measurements against a defaulting Client, then all costs related to such enforcement will be for the account of the Client. Such costs will be fixed at a minimum of 10% of the unpaid amount or, if Law Office RHJ Koopmans can demonstrate that such costs were higher, at such higher amount and in any case increased by the legal fees which will be awarded to Law Office RHJ Koopmans on the basis of Section 237 and following of the Dutch Code of Civil Procedure. If the Client is a natural person who is not trading in the exercise of his profession or business, Law Office RHJ Koopmans will in respect of out-of-court collection costs apply Section 6:96 paragraph 2 sub c and following of the Dutch Civil Code and the rules and regulations based thereon.
- 5.4 In case Client defaults in the payment of an invoice, Law Office RHJ Koopmans is entitled to provide third parties which could be charged with the collection of such invoice (such as a bailiff or collection agency) with all name, address and other personal and other data relevant for the collection of the amounts due. Law Office RHJ Koopmans is in such case also entitled to relay those data to an organisation which is charged with the registration of



non-paying clients of law offices for the benefit and information of the law offices that are a member of that organisation.

### **Article 6: Complaints**

- 6.1 Client is obliged to inform Law Office RHJ Koopmans in writing within eight (8) days of discovery and ultimately within fourteen (14) days of finalisation of the Activities of any complaints in relation to the Activities of the Office. Such complaints should be accompanied by a detailed description of the shortcoming stated by the Client, with a view to enabling Law Office RHJ Koopmans to react adequately.
- 6.2 Should a complaint be justified, then the Office will be given the opportunity to perform the Activities again. In case it is objectively not possible to perform the Activities again, the Office will only be liable within the limits as indicated in article 7.

### **Article 7: Liability**

- 7.1 The liability of the Office to the Client and third parties for any damages pursuing from or in connection with the (non-)performance of the Agreement will at all times be limited to the amount covered by the professional liability insurance of the Office in the given case, increased by the own risk amount in accordance with the relevant insurance policy.
- 7.2 Should the insurance policy of the Office for whatever reason not make any payment or provide any coverage, then any liability of the Office is limited to one time the Fee charged in relation to the Activities the shortcoming of which caused the damage, or if this cannot be established, one time the Fee of the Activities which Law Office RHJ Koopmans has performed for the benefit of the Client in connection with the Agreement for a period of twelve consecutive months prior to the time of the occurrence of the damage.



- 7.3 Law Office RHJ Koopmans will exercise the usual carefulness when selecting third parties for, and charging them with, any part of the Activities. However, Law Office RHJ Koopmans will not be liable for any shortcomings or mistakes of these third parties.
- 7.4 Law Office R.H.J. Koopmans will not be liable for any shortcomings or failures caused by undue performance of any machines, computers, software, data systems, registers or other matters utilised by the Office in connection with the Agreement.
- 7.5 The limitations in liability mentioned hereinbefore are also applicable to the Office should the Office nevertheless be liable whether for any shortcomings or mistakes of third parties hired by the Office or otherwise in relation to undue performance of any machines, computers, software, data systems, registers or other matters utilised by the Office in connection with the Agreement.
- 7.6 None of the limitations mentioned hereinbefore apply in case the Client is able to demonstrate that Law Office RHJ Koopmans and/or its managing partners or employees are guilty of gross negligence or wilful misconduct (*grove schuld of opzet*).
- 7.7 Third parties (whether individuals or legal entities) which are instructed in connection with the performance of any Activities might wish to limit their liability. All instructions given to the Office by the Client include the authorisation to accept such limitation of liability also on behalf of the Client.
- 7.8 Without prejudice to Section 6:89<sup>3</sup> of the Dutch Civil Code, any right to claim for damages expires if such claim is not brought before the competent court within one year after the facts which gave reason to such claim for damages became known to the Client or reasonably should have become known to the Client.

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<sup>3</sup> Section 6:89 of the Dutch Civil Code provides that a creditor cannot make a claim in relation to a shortcoming in a performance, if he didn't protest with the debtor within reasonable time after he discovered (or reasonably should have discovered) such shortcoming.





### **Article 8: Archiving**

The Office will maintain the files with respect to the Client for at least ten years after the Activities have ended upon finalisation or termination of the Agreement. After such period of ten years the Office may destroy the files.

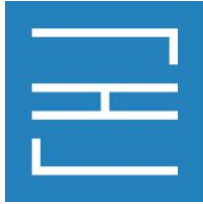
### **Article 9: Indemnity**

Client indemnifies the Office from any claims of third parties, including any reasonable costs of legal assistance and lawyers fees, if such claims relate in any way to the Activities performed for the Client, unless such claims are the consequence of gross negligence or wilful misconduct (*grove schuld of opzet*) of the Office.

### **Article 10: Applicability of and change in general terms and conditions**

- 10.1 These general terms and conditions apply as of August 1, 2018 and replace any prior general terms and conditions.
- 10.2 Law Office RHJ Koopmans may change these general terms and conditions from time to time by publishing the changed terms and conditions on its website and/or at the Chamber of Commerce. The Client accepts those changed general terms and conditions unless the Client informs Law Office RHJ Koopmans within 30 days from the date on which those changes enter into force that the Client does not accept such changes. Law Office RHJ Koopmans may then decide to continue its services under the previously applicable general terms and conditions or to terminate the assignment.
- 10.3 In case any part of these general terms and conditions would be null and void or nullified or held inapplicable, then the other part of these general terms and conditions will remain fully applicable. Law Office RHJ Koopmans and





the Client will then discuss with a view to replace the void or nullified clauses, taking as much as possible into account the purpose and intention thereof.

- 10.4 In case of any discrepancy between these general terms and conditions and the specific terms of a letter of assignment agreed between the Client and Law Office RHJ Koopmans, then the provisions of the specific agreement will prevail.

**Article 11: Applicable law, mediation and competent court**

The relationship between Law Office RHJ Koopmans and the Client will be governed by the laws of the European part of the Kingdom of The Netherlands. Any disputes between Law Office RHJ Koopmans and the Client in connection with the Agreement will exclusively be brought before the competent court of Amsterdam, The Netherlands. Parties will however first try to settle disputes amicably or through mediation. In case of a dispute which cannot be settled amicably, Law Office RHJ Koopmans is obliged to make the Client a mediation proposal. If the Client does not accept such proposal within one month from receiving it, Law Office RHJ Koopmans is at liberty to submit the case to the competent court.

