

LONDONCK & KOS

GENERAL TERMS AND CONDITIONS

1. Londonck & Kos Coöperatief U.A. ("**Londonck & Kos**") is a cooperative with excluded liability (coöperatie met uitgesloten aansprakelijkheid) established under Dutch law for the purpose of exercising the legal profession. Londonck & Kos has its official seat in Amsterdam and is registered with the trade register (Handelsregister) of the Chamber of Commerce (Kamer van Koophandel) in the Netherlands under number 88216047.
2. These General Terms and Conditions apply to any instructions given to Londonck & Kos and to all legal relationships arising therefrom. The applicability of any of the client's general or other terms and conditions is explicitly rejected.
3. All instructions will be deemed to have been given to, accepted by and carried out by Londonck & Kos exclusively, even if the intention is for instructions to be executed by one or more specific person(s) affiliated with Londonck & Kos. The effect of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded. In these General Terms and Conditions, "persons affiliated with Londonck & Kos" means any legal or natural person that is or has been employed by or on behalf of Londonck & Kos, as an employee or otherwise.
4. These General Terms and Conditions apply in full to all persons affiliated with Londonck & Kos and all third parties engaged by Londonck & Kos for the execution of any instructions, or that can or could be held liable in relation thereto. All that is stipulated in these General Terms and Conditions for the benefit of Londonck & Kos applies to them as an irrevocable and gratuitously made third party clause within the meaning of Article 6:253 of the Dutch Civil Code.
5. If Londonck & Kos processes personal data, whether or not in relation to the execution of instructions, this processing will be done in accordance with Londonck & Kos privacy policy. This policy can be viewed at www.londonck-kos.com.
6. Londonck & Kos may engage third parties for the execution of instructions. If Londonck & Kos engages a third party, Londonck & Kos is not liable towards the client for any mistakes made by this third party. Londonck & Kos may accept stipulations restricting liability used by such third parties on behalf of the client as well.
7. The client agrees that Londonck & Kos may use digital means of communication and data storage services, whether or not offered by third parties, for the purpose of communication. Londonck & Kos cannot be held liable for damage or loss ensuing from the use of such services.
8. Unless agreed otherwise, the fee owed to Londonck & Kos will be calculated on the basis of the hours spent executing the instructions, multiplied by Londonck & Kos' rates, which will be adjusted from time to time. Additional costs incurred in relation to the instructions will be charged separately. To cover general office costs, a fixed percentage of the fee will be charged.
9. The applicable VAT and other compulsory taxes, surcharges and similar increases will be added to all amounts charged by Londonck & Kos. Invoices must be paid within 15 days of the invoice date.
10. Any liability arising from or related to the execution of instructions is limited to the amount paid out under the liability insurance cover taken out for the incident in question, plus the applicable excess.
11. Londonck & Kos' services are governed by the Company Complaints Settlement Scheme. This scheme can be viewed at www.londonck-kos.com.
12. The legal relationship between Londonck & Kos and a client and any claims for liability are governed by the laws of the Netherlands. All disputes will be submitted exclusively to the competent court in Amsterdam.
13. These General Terms and Conditions are available in Dutch and English and can be viewed at www.londonck-kos.com. In the event of a dispute on their contents or intention, only the Dutch version is binding.