

General Terms and Conditions NW Legal

NW Legal is established in Amsterdam and registered with the Dutch Chamber of Commerce under number 98637282.

1. General

1.1 These general terms and conditions apply to all work performed or to be performed by or on behalf of NW Legal.

1.2 In these general terms and conditions, the following definitions apply:

- NW Legal: the sole proprietorship NW Legal;
- Client: the natural or legal person who enters into or intends to enter into an engagement agreement with NW Legal for the performance of work by NW Legal.

2. Engagement

2.1 An engagement agreement between a Client and NW Legal is established only when NW Legal or a legal professional working for NW Legal accepts an assignment from the Client (orally or otherwise) to perform work.

2.2 All assignments are deemed to be accepted and carried out exclusively by NW Legal. If NW Legal and another person or firm jointly receive an assignment, NW Legal is only liable for the fulfilment of obligations that are expressly its own. The operation of Article 7:407(2) of the Dutch Civil Code is excluded.

2.4 The Client shall provide NW Legal with the information required by NW Legal, or by banks or other third parties engaged by NW Legal, to comply with obligations to establish the identity of the Client and related persons, and to report unusual transactions to the relevant authorities.

2.5 Both NW Legal and the Client may terminate the engagement at any time, with or without stating reasons, by giving written notice to the other party.

2.6 Upon termination of the engagement, the Client shall owe NW Legal the fees for work performed prior to termination, as well as any necessary work performed thereafter to transfer the matter to the Client or a third party.

2.7 NW Legal provides advice exclusively under Dutch law.

3. Fees and Invoicing

3.1 For the performance of an engagement, the Client owes the fee agreed in writing. If no fee has been agreed, the Client owes a fee based on NW Legal's customary rates. Unless otherwise agreed in writing, the fee will be calculated based on hours worked multiplied by the applicable hourly rates as determined by NW Legal from time to time.

3.2 NW Legal is entitled to adjust its hourly rates as of 1 January each year in line with the consumer price index (CPI) published by Statistics Netherlands (CBS). The current rates are available upon request.

3.3 Costs incurred by NW Legal in connection with an engagement (such as courier fees, translation costs, bailiff fees, court fees, and necessary travel and accommodation expenses) are payable by the Client.

3.4 The fees and costs owed by the Client will be increased with VAT where applicable, unless the Client is established in another EU member state and has provided NW Legal with a valid VAT number, or is established outside the European Union.

3.5 In principle, work will be invoiced monthly, at the beginning of the following calendar month. Payment of invoices must be made within thirty days of the invoice date. In case of late payment, NW Legal is entitled to charge statutory interest on the outstanding amount from the thirty-first day after the invoice date.

3.6 Any objections to an invoice must be submitted to NW Legal in writing within fourteen days of the invoice date.

4. Liability

4.1 NW Legal is not liable for any loss or damage arising from this agreement, unless such loss or damage results from intent or gross negligence.

4.2 NW Legal is not liable for loss or damage resulting from reliance on incorrect or incomplete information provided by or on behalf of the Client.

4.3 NW Legal is not liable for any changes made by the Client to the work performed by NW Legal.

4.4 Liability for loss or damage is limited to the amount invoiced and paid by the Client in relation to the relevant engagement (excluding VAT), up to a maximum of EUR 10,000. This limitation applies regardless of whether liability arises from contract, tort, or any other legal basis.

4.5 Except in cases of intent or wilful recklessness by NW Legal, the Client indemnifies NW Legal and any persons associated with NW Legal against any third-party claims related to the services provided by NW Legal.

4.6 Any rights of action against NW Legal arising from the performance of work shall lapse one year after the date on which the Client became aware or reasonably should have become aware of the existence of such rights and the potential liability of NW Legal. In all cases, such rights shall lapse two years after the work was performed by or on behalf of NW Legal.

5. Information provision

5.1 The Client shall make available to NW Legal all information relevant to the performance of the engagement in a timely manner.

5.2 The Client guarantees the accuracy, validity, completeness and reliability of the information provided, including information originating from third parties. NW Legal shall treat such information as confidential.

6. Engagement of Third Parties

6.1 NW Legal may engage third parties (such as bailiffs, translators, experts, or foreign legal advisers) in the performance of an engagement, in its own name or on behalf of the Client. The Client is bound by the terms agreed by NW Legal with such third parties. NW Legal is not liable for any loss or damage resulting from their acts or omissions.

7. Confidentiality and Files

7.1 Unless otherwise agreed in writing, NW Legal and the Client shall treat as confidential the engagement and all information obtained in connection therewith, except where disclosure is required by law or by a binding decision of a court or governmental authority.

7.2 NW Legal shall retain files and all documents and data carriers in its possession pursuant to the engagement for the statutory retention period. After this period, NW Legal may destroy such materials without prior notice to the Client.

8. Governing Law and Disputes

8.1 Any legal relationship between NW Legal and the Client shall be governed exclusively by Dutch law.

8.2 All disputes arising out of or in connection with work performed by or on behalf of NW Legal shall be subject to the exclusive jurisdiction of, and shall be decided in first instance by, the District Court of Amsterdam.