

## General Terms and Conditions

1. Kressin Advocaten BV (hereinafter: Kressin Advocaten) is a private limited company incorporated under Dutch law, whose object is practising law or arranging for third parties to practise law.
2. These General Terms and Conditions apply to all assignments to Kressin Advocaten, including any subsequent, modified or supplementary assignment. Persons who are authorised by Kressin Advocaten to accept assignments on behalf of Kressin Advocaten are hereinafter referred to as "partners".
3. Any assignment by a client is given to Kressin Advocaten and not to any individual person associated with Kressin Advocaten, even if the engaged services are intended to be performed exclusively by a specific person associated with Kressin Advocaten. Sections 7:404 and 7:407 paragraph 2 of the Dutch Civil Code (Burgerlijk Wetboek) are herewith entirely excluded. "Person associated with Kressin Advocaten" is understood to mean any: employee, advisor, partner(s) and shareholder of Kressin Advocaten.
4. If, in the performance of an assignment, an event occurs – which can also include omission - that could lead to any liability on the part of Kressin Advocaten, such liability shall be limited to the amount paid out in that specific case under the professional liability insurance, increased by the amount of the applicable deductible (eigen risico).
5. In the event that Kressin Advocaten is liable for damages to property or harm to persons as a result of or in relation to the performance of engaged services, such liability shall be limited to the amount paid out in that specific case under the general professional corporate liability insurance (AVB) of Kressin Advocaten, increased by the amount of the applicable deductible (eigen risico).
6. Claims for damages shall expire after a period of one year from the day following the day on which the client became aware of the damages and of Kressin Advocaten as the liable party.
7. If Kressin Advocaten engages a person not associated with Kressin Advocaten to perform an assignment from a client, Kressin Advocaten shall in no event be liable towards the client for any error or omission (fout) or other shortcomings made by such person. By instructing Kressin Advocaten, the client gives Kressin Advocaten authority to accept on behalf of the client liability limitations stipulated by such person in respect of the assignment.
8. These General Terms and Conditions may be relied on by Kressin Advocaten and each person or third party associated with Kressin Advocaten, who have been appointed in respect of the performance of any assignment from a client.
9. Pursuant to applicable legislation (including the Act on the Prevention of Money Laundering and Terrorist Financing (Wet ter voorkoming van witwassen en financieren van terrorisme), Kressin Advocaten is obliged to verify the identity of its clients and to report certain unusual transactions to the authorities in certain circumstances. By instructing Kressin Advocaten, clients confirm that they are aware of this obligation and give their permission, insofar as this is required.
10. Unless agreed otherwise in writing, payment shall be made within 14 days of the invoice date. In the event that the client does not meet this conditions the client shall be in default by operation of law (i.e. without any demand or notice of default being required). The client shall then owe default interest on the invoice amount or the part not paid of 2% per month or part of a month, counted from the due date up to the date of payment. If Kressin Advocaten institutes legal proceedings regarding its claim, the client is obliged to refund the real expenses resulting from such proceedings, including but not limited to fees of lawyers and representatives, fees payable to arbitrators and third parties charged with giving a binding ruling.
11. In the performance of assignments received from clients Stichting Derdengelden Kressin Advocaten may receive monies from clients or third parties. Stichting Derdengelden Kressin Advocaten shall deposit such monies with a bank chosen by Stichting Derdengelden Kressin Advocaten. Kressin Advocaten en Stichting Derdengelden Kressin Advocaten shall not be liable in the event that the chosen bank fails to fulfil its obligations.
12. The legal relationship between Kressin Advocaten and its clients shall be governed by Dutch law. Any dispute between Kressin Advocaten and a client shall be resolved in the first instance exclusively by the District Court (rechtbank) of Arnhem, the Netherlands.
13. These General Terms and Conditions are provided in Dutch, English and German. In the event of any discrepancy between the versions, the Dutch text shall prevail.

Kressin Advocaten BV is located in Arnhem and registered with the Trade Register under no. 59749156.

Turfstraat 1-3  
6811 HL Arnhem

E [info@kressin-advocaten.com](mailto:info@kressin-advocaten.com)  
T +31 - 26 84 41 237  
F +31 - 26 21 34 116

KvK 59749156  
BTW nr 853628956B01  
[www.kressin-advocaten.com](http://www.kressin-advocaten.com)

Kressin Advocaten is de handelsnaam van Kressin Advocaten BV.  
Op de dienstverlening van Kressin Advocaten zijn de algemene voorwaarden van toepassing zoals beschikbaar op [www.kressin-advocaten.com](http://www.kressin-advocaten.com).