

GENERAL TERMS AND CONDITIONS LEIJTEN LEGAL 2024

1. These general terms and conditions apply to all assignments given to Leijten Legal, including any follow-up and new assignments.
2. All provisions included in these general terms and conditions are irrevocably stipulated for the benefit of all (legal) entities connected to Leijten Legal, including employees and/or other assistants, whether or not hired.
3. All assignments are carried out solely for the benefit of the client. Third parties cannot derive any rights from the execution of these assignments, and they may not rely on the results thereof, unless Leijten Legal has given written permission for this.
4. These general terms and conditions also apply to the legal relationship in which third parties find themselves who, whether or not in accordance with the foregoing, rely on the results of an assignment performed by Leijten Legal.
5. Unless damage has occurred due to intent or deliberate recklessness of Leijten Legal, the client indemnifies Leijten Legal, as well as all connected persons, against all claims from third parties related to or arising from the assignment given to Leijten Legal. This indemnity also includes the costs of legal assistance.
6. Leijten Legal is entitled to mention the name and logo of the client on www.leijtenlegal.com. The client may revoke permission for the use of his/her name and/or logo at any time.
7. Leijten Legal is entitled to use (digital) communication means and services offered by third parties, and (digital) services for data storage for communication. Leijten Legal is in no way liable for any damage that directly or indirectly results from the use of such communication means and services. Leijten Legal is also not liable for damage caused by or resulting from the interception, manipulation, infection, delay, or incorrect (re)routing of electronic messages and documents, including but not limited to viruses, hacks, ransomware, and other malware.
8. Any liability arising from or related to the execution of an assignment accepted by Leijten Legal is limited to the amount that can be claimed under the liability insurance(s) taken out by Leijten Legal in the relevant case, plus the amount of the deductible that is the responsibility of Leijten Legal under the terms of those insurance(s). If, for any reason, no payment is made under the aforementioned insurance(s), the liability is limited to the amount that Leijten Legal has received as a total fee for the relevant assignment, with a maximum of EUR 2,500. Leijten Legal is not liable for indirect damage, including but not limited to: consequential damage, immaterial damage, financial loss, and personal injury.
9. All claims and other rights of the client or third parties arising from or related to the execution of an assignment accepted by Leijten Legal will expire one year after the client became or should have become aware of the existence of these (or other) claims. In any case, these claims and other rights will expire two years after the execution of the work performed in connection with the assignment.
10. Unless agreed otherwise in writing, the fee owed by the client to Leijten Legal will be calculated based on the number of hours worked, multiplied by the applicable rates, which rates may be revised by Leijten Legal from time to time. In addition to the fee, the client is liable for expenses, such as court fees, bailiff costs, courier fees, translation costs, and any other third-party costs incurred by Leijten Legal. All amounts are exclusive of VAT, unless expressly stated otherwise.
11. The fee and expenses owed will generally be billed to the client on a monthly basis. Payment must be made—without the right to suspend or set off—within 14 days from the date the invoice is sent.
12. In the event of late payment, the client is, without further notice of default, liable to pay the statutory commercial interest as per Article 6:119a of the Dutch Civil Code. If payment is not made after a first reminder, the client will also owe a surcharge of 15% on the principal amount. Additionally, all costs incurred by Leijten Legal to obtain payment of the owed amount, including actual extrajudicial costs, legal assistance costs, and internal costs due to time expenditure, will be at the client's expense.
13. These general terms and conditions and any legal relationship between Leijten Legal and the client and/or third parties are governed by Dutch law. All disputes between Leijten Legal and the client and/or third parties are subject to the exclusive jurisdiction of, and will be decided solely by, the Noord-Holland court.

Leijten Legal is located in Heemstede and is registered in the Dutch commercial register under number 92070493.