

These are the general terms and conditions of SAMUEL LAW, registered at the Trade Register under number 73973165. These general terms and conditions appear on www.samuellaw.nl.

ENGAGEMENT

1. All work is carried out on the basis of a contract for services agreed on between the Client and SAMUEL LAW. In these general terms and conditions "Client" means the person engaging SAMUEL LAW to provide services including natural persons and legal persons.
2. If SAMUEL LAW is engaged to provide services together with another person, legal entity or firm, SAMUEL LAW will only be liable for the performance of those obligations that are explicitly SAMUEL LAW's obligations. Article 7:404 and 7:407(2) of the Dutch Civil Code will not apply.

INVOICES

3. The Client will owe SAMUEL LAW the agreed fee without any right to a discount or settlement. Expenses incurred by SAMUEL LAW (including courier, travel and accommodation costs, etc.) will be for the Client's account. Fees and expenses owed by the Client will be increased by the applicable turnover tax (VAT) as required by law.
4. The Client shall pay all invoices within 21 days of the date on which the invoice has been sent without any right to a discount or settlement. Failure to pay within the stipulated period will cause the Client to be in default.
5. If the engagement is terminated, the Client will owe the fees for the work carried out by SAMUEL LAW before the end of the engagement and for any subsequent work that SAMUEL LAW may need to do in order to transfer the matter to the Client and/or a third party.

LIABILITY

6. SAMUEL LAW's liability is limited to the amount that is paid out for the relevant claim under SAMUEL LAW's professional liability insurance including the applicable excess/deductible as stipulated in this insurance. Information concerning this professional indemnity insurance policy will be made available upon request. All other forms of liability of SAMUEL LAW are excluded.
7. A claim for damages will lapse in any event if SAMUEL LAW has not received written notice thereof no later than one year after the day on which the Client becomes aware of an event or circumstance that gives or may give rise to that claim against SAMUEL LAW.
8. The Client indemnifies and holds SAMUEL LAW harmless from and against any claims made by third parties and any other damage suffered by SAMUEL LAW in connection with the services and will reimburse all costs incurred by SAMUEL LAW to defend itself against such claims.

ENGAGING THIRD PARTIES

9. In connection with the provision of its services, SAMUEL LAW is authorized to engage third parties (such as couriers, bailiffs, translators, experts and (legal/tax) counsel) where this is desirable for the provision of the services. It will do so in consultation with the Client to the extent possible. The Client is bound by the conditions agreed between SAMUEL LAW (in its own or the Client's name) and the third party engaged by SAMUEL LAW in order to provide the services. Costs that are associated in any way with the activities performed by the aforementioned third parties will be charged to the Client.
10. It is possible that engaged third parties may wish to limit their liability in relation to their services. SAMUEL LAW is authorised to accept a third party's limitation of liability on the Client's behalf. SAMUEL LAW is not liable in any way for any damage caused by any action or omission of third parties engaged by it.

CONFIDENTIALITY

11. SAMUEL LAW and the Client shall keep the services confidential, as well as everything related to the services unless disclosure is mandatory pursuant to applicable law or a binding decision of a court or a government body or, in the case of SAMUEL LAW, where disclosure is desirable with a view to providing the services.
12. Assignments given to SAMUEL LAW are performed exclusively for the benefit of a Client. The content of services provided by SAMUEL LAW to the Client will not in any way be provided to third parties or made available for inspection by such third parties unless SAMUEL LAW has explicitly given prior written consent. Third parties may not derive any rights or claims whatsoever from the performance of such services for the Client.

GOVERNING LAW

13. The legal relationship between the Client and SAMUEL LAW, including these general terms and conditions, is governed by Dutch law. Any disputes between the Client and SAMUEL LAW will be exclusively resolved in the first instance by the District Court of Amsterdam, the Netherlands.

MISCELLANEOUS

14. By engaging SAMUEL LAW the Client approves that SAMUEL LAW may visually set out the (trade)name and the company logo of the Client as well as other visual aspects that express the identity of the Client on SAMUEL LAW's website and other (digital) sources related to SAMUEL LAW (such as LinkedIn) unless this is in conflict with the Client's objective justifiable interest.
15. These general terms and conditions will apply to all contracts for services accepted by SAMUEL LAW, including any additional contracts. Applicability of a Client's general terms and conditions is hereby excluded.

16. These general terms and conditions are available in the Dutch and English language. In the event of any dispute arising as to the content or purport of these versions, the Dutch language version shall prevail.
17. SAMUEL LAW is authorised to amend these general terms and conditions unilaterally. If SAMUEL LAW exercises this authority, it will notify the Client immediately by providing a copy of the amended general terms and conditions (e.g. through email), whereupon the latter will take effect.
