

General terms and conditions JFR Legal

1. JFR Legal in Amsterdam ("JFR Legal") is a partnership constituted under the laws of the Netherlands (maatschap) that consists of natural persons (the "Partners"), whose object is to provide legal services and advice.
2. These general terms and conditions apply to all assignments to JFR Legal, including supplemental and follow-up assignments.
3. All assignments are deemed to have been given to JFR Legal only, also if it is explicitly or implicitly intended that the assignment is to be performed by a specific affiliated person. Sections 7:404 and 7:407 of the Dutch Civil Code (burgerlijk wetboek), shall not apply. The term "affiliated person" includes: Partners, Stichting Derdengelden JFR Legal, persons working for JFR Legal and third parties engaged by JFR Legal to carry out an assignment.
4. Any liability of JFR Legal is limited to the amount paid out under its professional liability insurance policies, which amounts to a maximum cover of EUR 1,000,000.-- (in words: one million euro) per claim event.
5. If JFR Legal engages a third party not affiliated with JFR Legal to perform an assignment, JFR Legal shall not be liable vis-à-vis the client for errors or omissions made by such third party. By giving an instruction to JFR Legal, the client authorises JFR Legal to accept on behalf of the client any limitation of liability of third parties on its behalf.
6. The provisions in these general terms and conditions are made for the benefit not only of JFR Legal, but also of the Partners, all persons working for JFR Legal and all third parties engaged by JFR Legal to carry out an assignment.
7. In the performance of assignments, JFR Legal and Stichting Beheer Derdengelden JFR Legal may receive monies from clients or third parties. JFR Legal and Stichting Beheer Derdengelden JFR Legal shall deposit such monies with a bank chosen by JFR Legal in consultation with interested parties. JFR Legal and Stichting Beheer Derdengelden JFR Legal shall not be liable if the bank chosen fails to fulfil its obligations.
8. Pursuant to applicable regulations (including the Act on the Prevention of Money Laundering and Financing of Terrorism (Wet ter voorkoming van witwassen en financiering van terrorisme), JFR Legal is under the obligation to establish the identity of its clients and, under certain circumstances, to report unusual transactions to the authorities. By instructing JFR Legal, clients confirm that they are aware of these obligations and, to the extent necessary, consent thereto.
9. Each claim for damages shall expire one year from the day following the day the client becomes aware of the damages and JFR Legal as the liable party.
10. Save as otherwise agreed, invoices of JFR Legal must be paid within 14 days after the date of the invoice. In the event that an invoice of JFR Legal has not been disputed within 30 days after the date of the invoice, the invoice will be considered as accepted and acknowledged.
11. The relationship between JFR Legal and its clients shall be governed by the laws of the Netherlands. JFR Legal has an internal complaints procedure. This internal complaints procedure is available upon request and applicable to the legal services rendered by JFR Legal. Any dispute shall be exclusively submitted to the competent court in Amsterdam, the Netherlands.

These general terms and conditions are available in both the Dutch and English language. In the event of any dispute arising with respect to the contents or purport of these general terms and conditions, the Dutch language version shall prevail.