



## **General Terms and Conditions BNCL**

*August 2014*

### **General**

These General Terms and Conditions apply to all agreements and the entire legal relationship between Bosse Notaris Corporate Law (BNCL) B.V. and another party ("the Client") pursuant to which Bosse Notaris Corporate Law (BNCL) B.V. performs or will perform services. Bosse Notaris Corporate Law (BNCL) B.V. ("BNCL") is a private company with limited liability under Dutch law with commercial register number 34132011, with the object to practice the legal and notarial profession. For the purpose of these general terms and conditions, "partner" means a person who (indirectly) holds shares in BNCL. All agreements or legal relationships with Clients that are entered into via the partners or employees of BNCL, shall be deemed to have been concluded exclusively with BNCL.

BNCL shall have the right to amend these General Terms and Conditions. The amended General Terms and Conditions shall apply to all new contracts for services and to all current agreements.

### **Standard of care: good professional service provider**

In their performance of the agreed-upon services, BNCL and the persons and legal entities performing the services shall to the extent possible exercise the standard of care of a good professional service provider.

BNCL shall at all times be entitled to designate the persons who will perform specific services, even if the services were requested with the intention that they be carried out by a specific person. The Client can in no event demand performance of the services agreed upon from any party other than BNCL.

### **Electronic means of communication**

In the event that the Client and BNCL engage in communication through electronic means, including (without limitation) email and other forms of data transmission, both parties shall adopt standard means of virus protection. Neither party shall be liable vis-à-vis the other party for any damage resulting from the transmission of viruses and/or other irregularities in electronic communication, and/or for messages or data, which are not received or received in non-correct or damaged format. The transmission of emails and other forms of data transmission shall be non-encrypted unless the Client, with respect to any specific message, has requested the usage of encryption means currently in use with BNCL

### **Fees and Invoicing**

Unless otherwise agreed in writing, the fees shall be determined on the basis of the time worked, multiplied by the relevant hourly fees as BNCL can determine from time to time.

Invoicing for services shall take place at least once per month, in accordance with BNCL's then-current hourly fees of the persons involved in the performance of the services at the time the services are performed, unless otherwise agreed in writing.

Special pricing shall apply to the delivery of legal opinions, in the form of a base fee - to be revised annually - in addition to the hourly fee.

BNCL shall have the right to change its general schedule of fees annually. BNCL shall pass on costs not incorporated in its hourly fees to the Client, including (but not limited to) travel expenses, court registry fees, fees for local attorney of record, courier costs, translation costs and in general all costs of third parties retained in consultation with the Client.

## BNCL

Before commencing performance of the services, BNCL may require payment of a retainer fee. BNCL shall not be obligated to perform any services until the required retainer fee has been paid. This retainer fee shall be set off against the last invoice for the services to which the payment of the retainer fee relates. All amounts shall be exclusive of V.A.T.

### **Payments**

Payment of the amounts invoiced by BNCL must be made without any deduction or set-off within 14 days after the date of invoice in Euros by bank transfer of the amount owed to the bank listed on the invoice or another by BNCL designated account.

If the Client has not ensured payment within 14 days of the invoice date the Client is without further notice legally in default and a contractual interest on the outstanding amount is due from the due date equal to 1.5% per month.

If the Client has not ensured payment within 14 days of the invoice date, after the due date the Client is also liable for all judicial and extrajudicial debt collection costs.

The extrajudicial costs are considered to be at least 15% of the principal amount, with a minimum of € 40.00.

BNCL can always set off outstanding invoices or other claims it has become due from the Client to claim, against claims the Client has against BNCL, for whatever reason.

Payments made by or on behalf of the Client shall firstly be used to reduce the costs due, subsequently to reduce the interest due and finally to reduce the amount of the invoice due the longest, even though the payment by or on behalf of the Client states otherwise. Payments must be made in Euro within thirty days after the date of invoice, by transfer of the amount payable to the bank or giro account stated on the invoice or otherwise to be designated by BNCL.

### **Limitation of liability**

Any liability for damage arising from or in connection with a breach of contract or wrongful act of BNCL, its employees, partners, or based on any other legal ground, shall be limited to the amount paid out in the matter concerned under the professional liability insurance policy of BNCL, plus the amount of the deductible under that insurance policy. In the event that the insurer declines to pay a claim, the liability for the total damages arising out of or connected with the agreed-upon services shall be limited to the amount received by BNCL from the Client for those services. The Client can claim such damages exclusively from BNCL as an entity. Any claims for damages against employees or directors of the professional corporations through which certain partners perform their services, are excluded. The above-mentioned employees, and directors may at all times invoke the provisions of these general terms and conditions for their own benefit as third-party beneficiaries of these clauses.

### **Other professional service providers**

In the event that BNCL retains the services of third parties in the performance of services, BNCL shall not be liable for any damage that is caused by the errors or omissions of such third parties. BNCL shall assign the rights it can enforce vis-à-vis the relevant third party in connection with damage caused by that third party to the Client at the Client's first request.

### **Termination**

The agreement may be terminated by either party by giving written notice, if desired with immediate effect. The Client shall be obligated to pay all fees for the services performed until the moment of termination.

**Miscellaneous**

In the event of any dispute on the interpretation of the English text of these General Terms and Conditions, the text of the Dutch version shall govern. Any claims by the Client must be brought within 12 months after the services to which the claim relates have been performed.

All agreements and relationships with BNCL are subject to the laws of the Netherlands.

To our services are applicable the "klachten- en geschillenregeling notariaat" (the Complaints and Dispute Settlement Scheme for the Notarial Profession); see: [www.knb.nl](http://www.knb.nl) and [www.degeschillencommissie.nl](http://www.degeschillencommissie.nl).

Any other disputes between the Client and BNCL shall be submitted to the competent Court in Amsterdam, without prejudice to BNCL's right to submit a dispute to any other competent court.

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