

# WALDEN GRENE

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## General Terms and Conditions

1. These general terms and conditions apply to the services of the partnership Walden Grene and its individual lawyers (“Walden Grene”) and to all legal relationships in relation to those services between Walden Grene and its individual lawyers and its clients (“Client”). These general terms and conditions also apply to further and new assignments. General terms and conditions of the Client are not applicable.
2. Walden Grene has its registered office and place of business in (1018 NC) Amsterdam, at Oostenburgergracht 75, and is registered in the Trade Register of the Amsterdam Chamber of Commerce under number 80095283.
3. All assignments of Walden Grene are accepted and carried out with the exclusion of articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code.
4. Unless otherwise agreed, the fee payable by the Client will be calculated on the basis of the number of hours, multiplied by the hourly rate specified by Walden Grene. Expenses incurred for the provision of services will be charged separately. Walden Grene is entitled to adjust its hourly rate annually.
5. Unless explicitly stated otherwise, all fees and reimbursements stated by Walden Grene are exclusive of VAT and other surcharges.
6. In general, the fees payable will be invoiced on a monthly basis. The term of payment is fourteen (14) days from the date of the invoice.
7. In the execution of the assignment Walden Grene may engage other (legal) persons (such as attorneys at law, couriers, bailiffs, translators, experts and foreign legal advisors) other than those associated with Walden Grene insofar as this is deemed necessary for the execution of the assignment. Walden Grene may engage such third parties in its own name or in the name of the Client as the latter’s authorized representative. The Client is bound by the terms and conditions agreed by Walden Grene (either in its own name or in the name of the Client) with any third parties it engages. Walden Grene is not liable for damage resulting from the conduct of any third parties it engages. The Client accepts the limitations of the liability of the third parties engaged by Walden Grene unless said limitations are not permitted by law, including in the case of intent or wilful recklessness.

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8. Walden Grene has a professional liability insurance for claims up to an amount of EUR 1,500,000. The liability of Walden Grene and associated (legal) persons is limited to the amount to which the professional liability insurance covers the claim in the respective case, to be increased by the amount of the deductible excess that applies in the respective case. If the claim is not insured under Walden Grene's professional liability insurance, the liability of Walden Grene and associated (legal) persons is limited to the amount of the total fee paid by the Client in the respective case, excluding VAT. Any other liability of Walden Grene and the associated (legal) persons is explicitly excluded. The aforementioned limitation of liability does not apply insofar as it is not permitted by law, including in the case of intent or wilful recklessness on the part of Walden Grene or its associated (legal) persons. An "associated (legal) person" in these general terms and conditions is understood to mean: any (previous or current) attorney, mate, subordinate, (hired or not) contractor, employee and/or consultant of Walden Grene and other (legal) persons whose services are or will be made available within the framework of the execution of the services of Walden Grene.
  9. Any claim for damages on the part of the Client will expire if the Client fails to inform Walden Grene of the claim in writing within twelve months following the discovery of an event or circumstance that gives rise or may give rise to liability.
  10. The Client indemnifies Walden Grene and its attorneys, partners, subordinates and employees against claims from third parties, including reasonable costs of legal assistance, insofar as these are related to services provided for the Client, unless in the case of professional error, gross negligence or intent on the part of said attorneys, partners, subordinates and/or employees.
  11. Third parties engaged by Walden Grene may invoke these general terms and conditions, including the limitation of liability and indemnification included herein. The same applies to successors under general title of Walden Grene and associated (legal) persons, previously associated (legal) persons, and legal successors under general title of previously associated (legal) persons. This provision applies to the aforementioned (legal) persons as a third-party clause in the sense of article 6:253 of the Dutch Civil Code.
  12. If the assignment issued by the Client to Walden Grene has been entered into for a definite period of time or will end by completion, Walden Grene may terminate that assignment by
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means of a written notification (including per e-mail) with a notice period of fourteen (14) days, or with immediate effect in the event of an irreconcilable difference of opinion about the treatment of the case or if the Client remains in default of payment of an invoice after having received a reminder to pay.

13. Walden Grene's office complaints regulations apply to its services. This regulation can be consulted at [www.waldengrene.law/complaints](http://www.waldengrene.law/complaints) and will be sent upon request. Walden Grene is a member of the Dispute Resolution Rules for Attorneys (Geschillenregeling Advocatuur). Complaints that have not been resolved can only be submitted to the judge of the District Court of Amsterdam.
  14. Any processing of personal data, whether or not in connection with the execution of an assignment, will take place in accordance with the privacy policy of Walden Grene. This privacy policy can be consulted at [www.waldengrene.law/privacystatement](http://www.waldengrene.law/privacystatement).
  15. Deviations from these general terms and conditions can only be made explicitly and in writing. Walden Grene is entitled to amend these general terms and conditions from time to time, after which they will apply to the relationship between the Client and Walden Grene.
  16. These general terms and conditions can be consulted and downloaded via [www.waldengrene.law/termsandconditions](http://www.waldengrene.law/termsandconditions) and will be sent free of charge upon request.
  17. The relationship between the Client and Walden Grene, including any disputes about the applicability and validity of these general terms and conditions (as well as this provision about the applicable law), is exclusively governed by Dutch law, to the exclusion of the rules of Dutch international private law. Disputes may only be submitted to the court of the District Court of Amsterdam.
  18. These general terms and conditions have been formulated in Dutch and English. In the event of a difference of interpretation, the Dutch text shall be binding.
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