

General Terms & Conditions

1. TEC-law B.V. ("TEC-law") is a private company with limited liability established under the laws of the Netherlands, with its registered office in Amsterdam and with the purpose of conducting a legal practice for and on behalf of clients, pursuant to engagements with clients in accordance with sct. 7:400 of the Dutch Civil Code ("DCC"), explicitly excluding sct. 7:404 and 7:407(2) DCC.
2. All assignments are exclusively accepted and carried out by TEC-law and these general terms and conditions apply to all assignments between TEC-law and the client explicitly excluding the applicability of general terms and conditions of the client. These general terms and conditions equally apply to supplementary or follow-on assignments between TEC-law and the client.
3. For the performance of the assignment, the client is required to pay TEC-law a fee, increased with disbursements and VAT. If the performance of a services agreement covers a period of more than one month, interim invoices may be sent for the services rendered. If the client designates a third-party who will pay the invoices of TEC-law, the client will remain jointly and severally liable in addition to that third-party.
4. Invoices of TEC-law must be paid within 14 days after the date of the invoice. If the period allowed for payment is exceeded, the client will be in default by operation of law and will be liable to pay default interest at a rate equal to the current statutory interest rate. If TEC-law takes debt collection measures to obtain payment from a defaulting client, the costs incurred on that account will be payable by the client. The client is not entitled to defer payment or to set off any amounts.
5. The client shall allow TEC-law (and any associated persons involved in carrying out an assignment by or on behalf of TEC-law) to share information relating to the client and an assignment awarded by the client with other persons associated with TEC-law, to the extent conducive to or required for the purposes of client relation management.
6. If conducive to or required for carrying-out an assignment, TEC-law is authorized to hire services from third-parties in connection with the assignment and to charge these third-party costs to the client. TEC-law is under no circumstances liable for shortcomings or wrongful acts made by these third-parties towards the client and the client indemnifies TEC-law for such liabilities, including legal fees, in that respect. It is possible that these third-parties have limited their liability in connection with the assignment in which case TEC-law has the authority to accept such limitation of liability on behalf of the client.
7. If in connection with carrying out an assignment, an event should occur which leads to a liability of TEC-law, for whatever reason, then such liability of TEC-law is limited in the aggregate to the amount that TEC-law is entitled to in relation to the relevant claim pursuant to the professional liability insurance concluded by TEC-law, increased by the amount of any deductible ('*eigen risico*') which may be for the account of TEC-law pursuant to the applicable insurance policy. If and to the extent that no payment is made, for any reason whatsoever, under the insurance policy, the liability of TEC-law is limited to the amount of the fee charged by TEC-law for the work in relation to the assignment, subject to a maximum of €50,000, and a maximum of €10,000 for its liability to third-parties.

8. In the event third-parties claim damages from TEC-law in connection with their services rendered to TEC-law for or on behalf of the client in carrying out an assignment for the client, the client shall indemnify TEC-law for such part of the damages (including all (legal assistance) costs) that exceeds the amount of damages that TEC-law would have been obliged to pay to the client if the client would have claimed these damages directly from TEC-law.
9. If during the performance of the services use is made of transmission through the internet, telephone or other networks, public or accessible to third-parties, the confidentiality of such transmissions is not guaranteed and TEC-law is not liable for any damage which the client may incur as a result of third-parties obtaining access to information intended for the client or as a result of unauthorized publication by third-parties.
10. Irrespective any other stipulation, client's right to claim damages from TEC-law will lapse (i) within twelve months from the last date that work was performed to which the relevant alleged claim relates or, if earlier, (ii) within three months from the day that the client became aware or could reasonably have become aware of the facts on which the alleged claim is based.
11. These general term and conditions apply (i) to the private company with limited liability TEC-law B.V. and (ii) all person and legal entities affiliated to that company and (ii) and all third-parties engaged by that company for the execution of any instructions, or that can or could be held liable in relation thereto. All that is stipulated in these general terms and conditions for the benefit of TEC-law applies to them as an irrevocable and free-of-charge made third-party clause as set forth in sct. 6:253 DCC.
12. Any complaint concerning the services of TEC-law shall be treated in accordance with the office complaints procedure of TEC-law. The office complaints procedure of TEC-law is available on the website of TEC-law and it applies to all engagements of and services by TEC-law.
13. These general terms and conditions are available in both the Dutch and English language. In the event of any dispute arising as to the content or purport of these general terms and conditions, the Dutch version shall prevail.
14. The relationship between TEC-law and its clients shall be governed by the laws of the Netherlands. The courts in Amsterdam, the Netherlands, shall have exclusive jurisdiction over any dispute that may arise between TEC-law and a client.