

1. These general terms and conditions apply to all engagements with and services provided by Ten Hove Legal (THL). These terms and conditions also apply to supplementary and follow-up engagements. In such cases, the client is deemed to be familiar with THL's applicable general terms and conditions set out herein.
2. These general terms and conditions also apply to all persons engaged by THL in the performance of an assignment. Articles 7:404 and 7:407(2) of the Civil Code shall not apply.
3. THL shall periodically send the client an invoice for fees, office expenses and disbursements. The fee is based on the agreed hourly rate, or at least the rate applicable at that time. THL is entitled to adjust the rates it applies from time to time. The new rates shall also apply to ongoing matters from that point onwards. A flat-rate percentage of 5% in respect of office expenses is payable on the fees. Out-of-pocket expenses, such as bailiff's fees, extracts and costs relating to the engagement of third parties, are expressly excluded from the office costs. These will be charged separately. THL is at all times entitled to request an advance payment for work to be carried out and costs to be incurred; such advances will be settled either in the interim or at the end of the assignment, as appropriate.
4. Upon expiry of the payment term stated in the invoice, the client shall be in default by operation of law and shall be liable to pay statutory (commercial) interest. If payment is not made following a reminder, the client shall also be liable for extrajudicial debt collection costs. The client shall then be liable to pay interest at a rate of 1.5% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. Interest on the amount due shall be calculated from the moment the client is in default until the moment the full amount due has been paid.
5. If the client fails to pay within the payment term or has not paid the required advance, THL is entitled to suspend the work for the client with immediate effect, without THL being liable for any loss or damage arising therefrom.
6. THL guarantees that it will carry out the agreed work to the best of its ability. THL relies on the accuracy of the data and information provided by the client and accepts no liability whatsoever in this regard. The provision of incorrect and/or incomplete data by the client entitles THL to terminate the agreement. Although THL carries out the assignment to the best of its knowledge and ability and in accordance with the requirements of good professional practice, THL cannot give any guarantees regarding the results of the actions it carries out and the advice it provides.
7. Given the nature of THL's work and the subjective assessment factors that invariably play a part in it, THL shall not be liable for any damage arising from its work, except in cases of wilful misconduct or gross negligence. Should, contrary to expectations, an event occur during the performance of an assignment for a client that gives rise to liability, such liability shall be limited to the fee charged in the matter in question. Liability for verbal advice not set out in writing is entirely excluded.
8. Any claim for damages shall become time-barred one year after the start of the day following that on which the client became aware of the damage and of THL as the party liable for it.
9. THL is authorized, in the context of carrying out assignments, to engage third parties on behalf of and at the client's expense. In doing so, THL is (deemed to be) authorized by the client to accept any limitations and/or exclusions of liability on the client's behalf. THL is not liable for any shortcomings on the part of these third parties.
10. THL is obliged, pursuant to applicable regulations (including the Money Laundering and Terrorist Financing (Prevention) Act), to verify the identity of clients and, in certain circumstances, to report unusual transactions to the authorities. By placing an order with THL, the client hereby confirms that they are aware of this and, where necessary, give their consent.
11. THL respects the client's privacy and operates a privacy policy in accordance with the GDPR. This can be consulted on our website at <https://www.tenhovelegal.com/privacy-statement.pdf>.
12. The legal relationship between THL and its clients shall be governed by Dutch law. Any disputes between THL and a client shall be submitted exclusively to the competent court in Limburg, without prejudice to the right to appeal and to bring a cassation appeal. Notwithstanding the foregoing, if THL acts as the claimant, it shall be entitled to bring the dispute before the court competent under the law.