

MA law General Terms and Conditions

Article 1 MA law

MA law is a tradename of respectively MA Beheer B.V. (Chamber of Commerce number 63227444), Sandman B.V. (Chamber of Commerce number 30155821) and D-Law B.V. (Chamber of Commerce number 73268844), each of which has as its purpose the practice of law (*advocatuur*). In these general terms and conditions MA law means MA Beheer B.V., Sandman B.V. and D-Law B.V. individually.

Article 2 Applicability

1. These general terms and conditions apply to any (current and future) assignments which the client issues to MA law.
2. These general terms and conditions also apply to, and can also be invoked by, employees of MA law and third parties and persons engaged by MA law, if and insofar as MA law is liable.
3. These general terms and conditions apply if and insofar as not agreed otherwise in writing.
4. The applicability of the client's general terms and conditions is explicitly rejected.

Article 3 Instructions

1. Instructions are exclusively accepted by MA law. This applies even if it is a client's explicit or implicit intention that instructions are carried out by a specific person. Articles 7:404 and 407(2) of the Dutch Civil Code do not apply.
2. MA law performs its work exclusively for the client and third parties cannot derive any rights therefrom.
3. MA law is entitled to engage third parties in the execution of the assignment. The engagement of third parties takes place if and insofar as possible in consultation with the client. When engaging third parties, MA law is entitled to accept their liability restrictions.
4. The client indemnifies MA law against compensation claims by third parties which are related to work performed for the client, including the costs of a defence against said claims.

Article 4 Termination of the assignment and suspension of the work

The client can terminate the assignment at any time. MA law can terminate the assignment if the client fails in its obligations vis-à-vis MA law due to conflicting interests, or if it cannot reasonably be expected to continue the work. If the client fails in its obligations vis-à-vis MA law, the latter can suspend its work without prejudice to its authority to terminate the assignment.

Article 5 Fees and payment

1. The fee for the work performed by MA law is, in principle, calculated on the basis of time spent multiplied by the hourly rate applied by MA law, or on the basis of a fixed rate per service provided. The applicable hourly rates, which will be sent to the client on request, do not include VAT and disbursements and may be increased periodically.
2. Disbursements, such as court registry fees and the costs of engaged third parties are for the client's account.
3. In principle, MA law will send an invoice every month. Payment will have to take place within fourteen days of the invoice date.

4. Reclamations relating to MA law's invoices must be submitted in writing within fourteen days after the invoice date, under penalty of loss of the right to do so.
5. The client is not entitled to suspend the payment of MA law invoices, or to pay the invoices by means of set off.
6. If the MA law invoices are not paid on time, the client will owe the statutory commercial interest and the actual judicial and extrajudicial (collection) costs.
7. MA law is authorised at all times to demand from the client that it provides surety for the payment of the invoices in the form of a security deposit/advance. A security deposit/advance will be set off against outstanding invoices at the end of the assignment. Any remainder of a security deposit/advance will be refunded to the client.

Article 6 Limitation of liability

1. If MA law's liability has been established, this will be limited to the amount paid out by MA law's professional liability insurer, plus the amount of the excess (*eigen risico*) applicable under the insurance. A copy of the policy will be sent to the client on request. If, for whatever reason, no payment takes place on account of the insurance, the liability, if established, will be limited, in any event, to the amount invoiced by and paid to MA law (excluding disbursements) in connection with the assignment in question in the calendar year of the incident that caused the damage, up to a maximum of € 25,000.00.
2. MA law is not liable for third parties it has engaged.
3. MA law employees are never personally liable vis-à-vis the client.
4. The entitlement to compensation lapses one year after the client was, or should have been, aware of the damage and the liability of MA law.

Article 7 Applicable law and disputes

1. Dutch law is applicable to any (current and future) assignments which the client issues to MA law.
2. MA law has an office complaints procedure. The office complaints procedure can be reviewed at www.ma-law.nl.
3. Any disputes between the client and MA law are to be settled exclusively by the competent section of the Central Netherlands Court, located in Utrecht, on the understanding that MA law is entitled to bring dispute proceedings before a court which has jurisdiction on the basis of international rules of jurisdiction.

Article 8 Act on the prevention of money laundering and terrorist financing (*Wet ter voorkoming van witwassen en financieren van terrorisme*)

On the grounds of the Act on the prevention of money laundering and terrorist financing, MA law is obliged to establish the client's identity and, under certain circumstances, report unusual transactions to the authorities.

Article 9 Availability and status of English general terms and conditions

These general terms and conditions are available in Dutch and English. In the event of a discrepancy, the Dutch version is binding.

These general terms and conditions date from 1 May 2019.