

General terms and conditions

1. These general terms and conditions apply to any legal relationship between Project Moore Advocaten B.V. ("Project Moore") and the client.
2. All assignments are considered to have been exclusively given to and accepted and performed by Project Moore. This includes any assignment that is intended to be performed by a specific person associated with Project Moore. The applicability of sections 7:404 and 7:407 subsection 2 of the Dutch Civil Code is excluded.
3. Any liability of Project Moore for damages in connection with the performance of an assignment shall be limited to the amount paid out in that specific case under Project Moore's professional liability insurance, increased by the amount of the applicable deductible (eigen risico).
4. If no amount is paid out under the abovementioned insurance, any liability of Project Moore shall be limited to the fees that the client has paid to Project Moore for the services in relation to which the damages occurred, with a maximum of EUR 100,000.
5. Each claim for damages shall expire one year from the day the client becomes aware or reasonably can be aware of the damages.
6. Project Moore shall exercise due care when engaging third parties in the performance of an assignment. Project Moore shall not be liable for any error (fout) made by such third party. The client authorises Project Moore to accept on behalf of the client any limitation of liability stipulated by such third party.
7. The client shall indemnify Project Moore against any claim of a third party which is in any way related to the services provided to the client by Project Moore and shall compensate Project Moore for all costs and damages related thereto. This does not apply to the extent the claim ensues from wilful misconduct or gross negligence (bewuste roekeloosheid) on the part of Project Moore.
8. Besides Project Moore these general terms and conditions may be relied on by any person who is involved or has been involved in the performance of an assignment or who are or may in any way be liable in connection therewith.
9. The services rendered shall in principle be invoiced to the client on a monthly basis. Invoices shall be paid within 14 days after the invoice date.
10. The legal relationship between the client and Project Moore is governed by Dutch law. The Project Moore Complaints Procedure (kantoorklachtenregeling) applies to all our services. See www.projectmoore.com. Any dispute between the client and Project Moore shall be resolved exclusively by the competent court in Amsterdam, the Netherlands.
11. In the event of any discrepancy between the Dutch and English versions of these terms and conditions, the Dutch version shall prevail.

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Project Moore Advocaten B.V. is established in Amsterdam and registered with the trade register under no. 51653990.

May 2017