

Silver Advocaten B.V. General Terms & Conditions

Article 1 Applicability

These general terms and conditions apply to each commission contract or legal relationship between Silver Advocaten B.V. (Chamber of Commerce number 52925293 and hereafter referred to as Silver) and a counterparty (hereafter referred to as the client), whereby Silver shall undertake, or will have undertaken, activities. All the clauses contained within these general terms & conditions have also been formulated for all those employed by Silver, irrespective of their legal relationship with the company.

Article 2 Third party engagement

When undertaking assignments Silver is permitted to engage third parties, if, and in as much as, Silver deems necessary. Silver accepts no liability for potential third party shortcomings nor for any resultant damages.

If Silver has a claim against a third party arising from a shortcoming in compliance and/or arising from a legislation-based claim, and if this article also does not (or no longer) applies for whatever reason in terms of the legal relationship between Silver and its client, then the first sub section of this stipulation is regarded as unwritten and Silver's liability towards its client is restricted to relinquishment of a claim it has imposed on the third party. Silver does not guarantee that the client's debt collection claim will be successful.

Article 3 Undertaking activities

When undertaking activities to be carried out within the context of a commissioned assignment, Silver shall adhere to its best practices. Silver is committed towards the client in undertaking best efforts obligations and never obligations to achieve results. All assignments are deemed to have been accepted exclusively by Silver, even when these are accepted by a Silver employee. Only the client can start proceedings against Silver regards compliance of the commission contract. The client can only start proceedings against Silver for compensation for damages. That which is specified in the preceding two sentences of this article also applies when an assignment is provided by the client with the intention that it be undertaken by a specific person.

Silver will not participate in the legal aid system (attachment system), unless expressly agreed otherwise in writing with the client.

Article 4 Tariffs and claiming

In principle Silver will invoice the client on a monthly basis. Silver's VAT number is 8213.97.011.B.01. The invoices concur with the number of hours worked by Silver, multiplied by the hourly rate that applies at that time to the persons involved at Silver for the undertaking of activities. In the event of a pre-determined, fixed fee the agreed-upon price applies, irrespective of the hours already worked or yet to be worked. The fee is supplemented by a reasonable add-on for office costs and turnover tax. The hourly rate and office costs may be periodically adjusted by Silver; for current files too. Such an increase will occur at least once per calendar year. If Silver has to undertake activities for the client under significant time pressure, Silver may increase either the agreed-upon rate, or its customary rate.

Silver will invoice the client separately for any costs not included in (but not limited to) its tariffs, such as: bailiff costs, extraordinary postal costs (for example documents sent by registered post and courier services), translation costs and court fees and shall designate these as Additional.

Payment by the client must occur within 14 days of the invoice date. If the client fails to make their payment within this period they will be in default, without further formal notice required, and Silver will be authorised to suspend activities. If it has been agreed with the client that the client will pay an advance sum prior to Silver undertaking activities then Silver can settle this advance sum on the last invoice.

If two or more clients have jointly commissioned an assignment then, in as much as these activities are undertaken on behalf of the client group, these clients are severally liable for the payment of the amounts listed by Silver in the expenses.

Article 5 Communication

The client confirms comprehensive provision of all relevant information pertaining to the case, and that no information will be withheld that may impede proper appraisal of the case. The client can communicate electronically with Silver. If sending an important message to Silver by email or fax, the client must verify receipt with the recipient at Silver. The client confirms they possess a reliable and up-to-date virus scanner that is able to monitor outgoing emails for potential viruses. The sending of messages between Silver and the client is not encrypted, unless the client and Silver have expressly agreed as such in writing. Silver accepts no liability for the malfunctioning of data carriers or data loss or corruption stored on data carriers or software, resulting from electronic communication between Silver and the client.

Article 6 Exoneration and disclaimer

Each and every liability on the part of Silver for damages arising from or pertaining to an attributable shortcoming in the compliance of an assignment, wrongful act or that is founded upon any other legal basis, is restricted to the amount paid out in that particular instance by Silver's insurer; augmented with Silver's excess that the insurance policy in question entails. Should, in such instances, the insurer not pay out then Silver's full liability is restricted to the amount paid by the client to Silver within the preceding calendar year for the activities within the context in which the damages arose. The client indemnifies Silver against claims by third parties that arise due to a shortcoming or wrongful act by Silver within the context of activities already or yet to be, undertaken.

Article 7 Termination

Silver and the client may terminate the agreement, with immediate effect if necessary. At the time of notice of termination the client will pay for all activities and disbursements that have been undertaken on their behalf up to the date of notice of termination.

Article 8 Final clause and time limit

A client's claim that relates directly or indirectly to activities undertaken by Silver will lapse after a 12 month period. Dutch law governs all agreements and legal relationships with the client. Any disputes between the client and Silver are submitted to the mandated judge within the domicile of Silver Advocaten.