

General

Article 1. These general terms conditions apply to all agreements or other legal relationships between Weebers Vastgoed Advocaten N.V. and Client/principal.

Execution of the assignment

Article 2. Weebers Vastgoed Advocaten N.V. will exert itself to execute the agreement with the Client with the required care and expertise. However, Weebers Vastgoed Advocaten N.V. does not guarantee the achievement of the Client's envisaged result. The assignment shall be carried out exclusively on behalf of the Client. No party other than the Client can derive any rights from the agreement and its execution. Weebers Vastgoed Advocaten N.V. and the Client shall always have the right to end the agreement prematurely.

Article 3. The Client is obliged to make known all facts and circumstances that can be of importance to the correct execution of the agreement. The Client guarantees the exactness and completeness of the data and information provided to Weebers Vastgoed Advocaten N.V..

Article 4. The Client authorizes Weebers Vastgoed Advocaten N.V. to call in third parties for the execution of assignments, on behalf of and for the account of the Client. In the selection of third parties, Weebers Vastgoed Advocaten N.V. shall observe due care. Weebers Vastgoed Advocaten N.V. is not liable for any shortcomings of these third parties and is authorized to accept a possible limitation of liability on the part of the concerned third party in name of the Client without prior consultation with the Client.

Electronic communications

Article 5. If the communication between Client and Weebers Vastgoed Advocaten N.V. takes place with the help of electronic means such as e-mail and internet, both parties are obliged to ensure standard virus protection. Weebers Vastgoed Advocaten N.V. is not liable in respect of the other party for any damage as a result of the forwarding of viruses and/or other inconsistencies in the electronic communication, and for unreceived or damaged messages, with the exception of intent and gross negligence. The sending of e-mail and other forms of data traffic will be unencrypted, unless parties have agreed otherwise.

Article 6. An electronically forwarded message is not considered to have reached Weebers Vastgoed Advocaten N.V. until the person who provides services to the Client on behalf of Weebers Vastgoed Advocaten N.V. has taken cognizance of the message. The is Client obliged to verify whether the message has actually reached the addressee.

Fees and expenses

Article 7. For its activities, Weebers Vastgoed Advocaten N.V. charges a fee that is calculated based on the number of hours worked multiplied by the hourly rates in Euros, which are determined by Weebers Vastgoed Advocaten N.V. on a yearly basis. In addition, the expenses and costs made, as well as a fixed compensation for general office expenses are charged, which includes postage, telephone, fax, e-mail, internet and copy costs, calculated as a percentage of the due-and-payable fees. Weebers Vastgoed Advocaten N.V. is always authorized to require the Client to pay a retaining fee.

Article 8. Payment of Weebers Vastgoed Advocaten N.V.'s invoices must be made within 15 days after invoice date. Client does not have the right to set-off or suspension of payments. All (extra-)judicial costs of Weebers Vastgoed Advocaten N.V. that relate to the collection of its receivables, are for the account of the Client.

Liability

Article 9 Any liability of Weebers Vastgoed Advocaten N.V. for damage that results from or is related to an imputable failure or an unlawful act, or that is based on any other legal ground, is limited to the amount paid by Weebers Vastgoed Advocaten N.V.'s professional liability insurer in that matter, increased with its policy excess under that insurance. All claims of the Client shall expire twelve months after the moment the person involved was aware or could reasonably have been aware of the existence of these claims or any other rights or powers. Limitations of liability in favour of Weebers Vastgoed Advocaten N.V. also be in favour of employees and non-subordinate representatives and auxiliary persons of Weebers Vastgoed Advocaten N.V..

Article 10. If the insurer does not proceed to pay, the liability for the damage arising from or related to the activities agreed upon, shall be limited to the amount paid by the Client to Weebers Vastgoed Advocaten N.V. for the activities in relation to which the damage has arisen.

Miscellaneous

Article 11. Weebers Vastgoed Advocaten N.V. shall not invoke these general terms and condition insofar as (wholly or partly) not allowed by the aforementioned professional organizations. If one or more conditions from the agreement turn out to be wholly or partly invalid or unenforceable, said conditions shall then replaced by conditions for which this is not the case and which insofar as possible regulate the same as the invalid or unenforceable condition. Insofar as necessary, the parties will consult in good faith about the exact wording of these substitute conditions.

Article 12. Weebers Vastgoed Advocaten N.V. provides a complaints procedure within the meaning of article 6.28 of the Regulation for the Legal Profession. This complaints procedure has been made public in the sense that it is available from our secretarial department on request, and can be downloaded as a PDF from the website (www.vastgoed-advocaten.nl) of Weebers Vastgoed Advocaten N.V.

Article 13. All agreements and legal relationships with Weebers Vastgoed Advocaten N.V. are subject to Dutch law. All disputes between Client and Weebers Vastgoed Advocaten N.V. submitted to the competent court in 's-Hertogenbosch, without prejudice to the authority of Weebers Vastgoed Advocaten N.V. to submit the dispute to any other competent court.

Weebers Vastgoed Advocaten N.V.
PO box 480
5600 AL Eindhoven