

General Conditions

Quest Attorneys is a collective of natural persons; its purpose is to practice law as attorney and procurator. The following general conditions are applicable to all assignments, supplementary assignments and subsequent assignments entrusted to Quest Attorneys by its clients.

1 Assignment

1.1 All assignments are considered to have been given and to have been accepted by Quest Attorneys. This is also applicable when it is the express or tacit intention that the assignment will be carried out by a particular person. Articles 7:404 and 7:407 par 2 of the Civil Code are not applicable here.

1.2 The client indemnifies Quest Attorneys against all claims from third parties, including the reasonable costs of legal assistance, that result in any way from activities performed on behalf of the client, unless all this is the result of gross negligence or intention.

2 Fees and Advances

2.1 The costs of having Quest Attorneys carry out the assignment include the fees and advances.

2.2 Unless the parties have expressly agreed otherwise, or unless it proceeds otherwise from the nature of the assignment, the fees are paid according to the hourly rate applicable to the commissioned time and the specific assignment.

2.3 The hourly rate is determined on the basis of the basic hourly rate set periodically by Quest Attorneys. This rate is multiplied by a factor that is dependent on the experience and specialisation of the person who ultimately carries out the assignment and on the financial interest and the degree of urgency involved in the assignment.

2.4 Unless Quest Attorneys and the client agree otherwise, Quest Attorneys is authorised to alter the abovementioned basic hourly rate, even during the duration of an assignment.

2.5 The advances consist of demonstrable costs that Quest Attorneys has incurred on behalf of the client in the context of the assignment. These include, among other things, costs such as court registry fees, bailiff's expenses, travel expenses, the costs of extracts and translations. Further, office expenses consisting of a standard 6% of the fee are also part of the advances.

3 Payment

3.1 Except insofar as the nature of the service requires otherwise and except for agreements to the contrary, invoices are sent at the end of periods extending for a maximum of one calendar quarter.

3.2 The term of payment for invoices is 14 days. If the invoice is not paid within the term of payment, legal interest is owed on the outstanding invoice sum. If payment is still not forthcoming, even after warning notice has been sent, collection costs as provided for in civil law are owed to the amount of 15% of the invoice sum, with a minimum of Euro 100.00.

3.3 If an invoice is not paid within the term of payment, Quest Attorneys can, after informing the client, suspend its activities on behalf of this client until such time as the invoiced sum has been paid. Quest Attorneys is not liable for damage that arises as the result of this suspension of its activities.

4 Deposit

4.1 Quest can require a deposit from the client before starting on the assigned activities, should the nature of the affair give rise to this. At the end of the assignment, the deposit is deducted from the outstanding sum to be invoiced to the client by Quest Attorneys.

5 Professional Liability

5.1 Quest Attorneys has professional liability insurance.

5.2 Every liability is limited to the amount that is paid in the context of this insurance for cases of the type concerned.

5.3 If carrying out the assignment requires that Quest Attorneys, in consultation with the client, must request the services of a person who is located outside of The Netherlands and who is not associated with the law firm Quest Attorneys for the performance of duties in the context the assignment, Quest Attorneys is not liable for any errors that this person may make.

6 Depository Archives

6.1 Except insofar as the law or specific provisions of the profession so dictate, the original documents will be turned over to the client on completion of the assignment. The dossier related to the assignment is kept on file for at least five years.

7 Applicable Law / Competent Court

7.1 Dutch Law governs the legal relationship between Quest Attorneys and its clients.

7.2 Only a Dutch judge is authorised to take cognisance of any dispute between Quest Attorneys and a client.