



# CRUX LEGAL

## GENERAL TERMS AND CONDITIONS OF CRUX LEGAL – MAY 2020

1. Crux Legal is a partnership established under the laws of the Netherlands. Its purpose is to conduct the legal profession. Crux Legal has its registered office in Utrecht, the Netherlands, with a branch office in Amsterdam, the Netherlands.
  2. These general terms and conditions apply to all assignments accepted by and carried out by or on behalf of Crux Legal, to any follow-up assignments and other activities and to all legal relationships between Crux Legal and third parties.
  3. All assignments are exclusively accepted and performed by Crux Legal. Instructions to Crux Legal or to any of the partners and/or employees of Crux Legal constitute instructions accepted and carried out exclusively by Crux Legal, even if instructions have explicitly or implicitly been intended for a particular person at Crux Legal. The applicability of Book 7, Article 404 and 407 (2) of the Dutch Civil Code is explicitly excluded.
  4. Unless agreed otherwise in writing, fee payable will be calculated on the basis of the number of hours worked, multiplied by the applicable hourly rates as determined by Crux Legal from time to time. All rates are exclusive of any disbursements and other costs incurred by Crux Legal on behalf of the client or a third party, and VAT. The payment term of invoices is fourteen (14) days from the invoice date. In the event of failure to pay timely, Crux Legal is entitled to charge interest on all amounts due and to charge any collection expenses to the client.
  5. Crux Legal is entitled to require an advance payment or immediate payment of any amounts due before any instructions are carried out or, if Crux Legal finds that there are reasons for this, during the performance of any work. Crux Legal may suspend or discontinue the performance of any work if and while the (advance) payment has not been received by Crux Legal.
  6. Any liability on the part of Crux Legal is limited to the amount payable in relation to the matter concerned under the professional liability insurance policy taken out by Crux Legal, increased with the amount of any deductible (*eigen risico*) which, under the conditions of the insurance policy, is for the account of Crux Legal in the relevant matter.
  7. If, for whatever reason, no payment is made under the aforementioned professional liability insurance policy, then the liability of Crux Legal will be limited to the maximum amount of the fees invoiced by Crux Legal in respect of the instructions concerned, with a maximum of EUR 50,000.
  8. Without prejudice to the provisions of Book 6, Article 89 of the Dutch Civil Code, any claim rights and/or powers which the client or any third party may have vis-à-vis Crux Legal in relation to instructions provided to Crux Legal or otherwise related to an assignment given to Crux Legal will lapse in any event one year after the moment on which the client or third party became aware of or could reasonably have become aware of the existence of any such claim rights and/or powers. In all cases, the aforementioned claim rights and powers will lapse two years after the performance of the work by or on behalf of Crux Legal.
  9. In the event work assigned to Crux Legal involves the engagement of third parties, Crux Legal, if and in so far as possible, will consult with the client in advance, and Crux Legal will observe due care in selecting such third parties. Crux Legal is not liable for errors or shortcomings of any such third party in the performance of its services. The client authorizes Crux Legal to accept a limitation of liability stipulated by any such third party on behalf of the client.
  10. The performance of the assigned work shall be exclusively for the benefit of the client. Third parties may not use or rely on the results of the work or services performed.
  11. If the client discloses the results of the work or services performed by Crux Legal for the client to any third party or provides any information with regard thereto, the client is vis-à-vis Crux Legal under the obligation to inform such third party that these general terms and conditions are applicable to work performed or services rendered. In the event that a third party makes use in any way whatsoever of the results of the work or services performed, any such use by a third party shall be subject to these general terms and conditions, without prejudice to Clause 10 hereof.
  12. Other than in the event of wilful intent or gross negligence on the part of Crux Legal, the client indemnifies Crux Legal from and against any claims, rights and causes of action a third party may have or may lodge against Crux Legal at any time and that directly or indirectly ensue from or are connected with the activities or services performed or to be performed by Crux Legal for the client or that are otherwise related to the client's assignment to Crux Legal, including but not limited to loss, damage, costs and expenses suffered or incurred by Crux Legal in connection with any such claim, right or cause of action.
  13. Crux Legal is not affiliated with a third party fund foundation.
  14. Crux Legal has a complaints policy and a privacy statement, which can be found on its website.
  15. These general terms and conditions have also been created and stipulated by and on behalf of those who have been or will be involved by or on behalf of Crux Legal in the performance of any assignment and by and on behalf of all board members and partners in the partnership Crux Legal.
  16. The legal relationship between Crux Legal and the client or other third party is governed by and subject to the laws of the Netherlands. Any disputes arising from or in connection with (i) the activities performed by or on behalf of Crux Legal or instructions assigned to Crux Legal and/or (ii) the legal relationship between Crux Legal and the client or other third party, shall be subject to the exclusive jurisdiction of, and will exclusively be decided by, the competent court in Utrecht, without prejudice to the right to appeal and appeal in cassation.
  17. These general terms and conditions have been drawn up in Dutch and in English. In the event of any disparity or contradiction between the Dutch version and the English version of these general terms and conditions or in case of any difference in their construction, the Dutch language version of these general terms and conditions will prevail.
- These general terms and conditions are available on our website [www.crux.legal](http://www.crux.legal) and will be sent to you upon your first request.