

GENERAL CONDITIONS

Marble

Marble Labour Law B.V. (“Marble”) is a limited liability company, with its registered office in Amsterdam, in which a legal practice is conducted. These General Conditions (“GC”) apply to all of the work/services accepted by Marble.

Requests for service | identification

All instruction/requests for service are accepted and performed by Marble on the basis of a service agreement. Marble can only be represented by its affiliated lawyers. Marble is obliged to verify the identity of its clients and report any unusual transactions (to prevent money laundering and terrorist financing).

Fee | payment term | advance | expenses

Unless other arrangements have been made, the fee will be calculated on the basis of the amount of hours worked by Marble x the hourly rate. Marble can change hourly rates unilaterally in the course of time. Marble can also ask for an advance before the work will be done. An itemized invoice for the fees, to be increased by VAT and possible expenses paid for by Marble on behalf of the client, shall be sent each month. The term of payment amounts to 14 days as from the date of the invoice. In the event of late payment, a reminder shall first be sent and then a demand. Marble reserves the right to take all necessary measures for the collection of its claims.

Third parties

Marble may engage the services of third parties for the performance of instructions (such as translators, lawyers, fiscal advisors and other specialists). The selection of third parties (possibly established abroad) shall be made only in consultation with the client and with due care. Marble shall not be liable for any failings or shortcomings of these third parties. Marble is authorized, without prior consultation with the client, to accept, (also) for and on behalf of the client, any limitations of liability stipulated by third parties.

The instruction given shall be exclusively performed for the benefit of the client. Third parties cannot derive any rights or claims from the content of the work performed.

Liability

Liability of Marble is limited to the amount paid out in the particular case under its professional indemnity insurance policy, to be increased with the excess amount. If for any reason none of the insurance policies entitle Marble to any payment, any liability of Marble is limited to an amount equal to the fee charged for the performance of the instruction concerned, up to a maximum amount of EUR 25,000. A claim will expire if Marble is not notified in writing within one year of the discovery of an event or circumstance that may give rise to liability.

General conditions | applicable law | conflicts | language

These GC and the agreement between the client and Marble are governed by Dutch law. Disputes shall be exclusively submitted to the competent Dutch court in Amsterdam.

Does a client have a complaint? Then Marble’s Office Complaints Regulation applies (available on request; based upon the complaints and dispute settlement scheme for lawyers under the Dutch Bar Association), as well as the rules of the disputes committee for lawyers under the Dutch Bar Association. Marble will always first try to solve complaints in a constructive dialogue with the client in an attempt to find a solution.

These GC have been drawn up in both Dutch and English. In the event of a conflict about the wording or interpretation of the English and Dutch version, the Dutch version will prevail.

These GC are also available at www.mllb.nl