BAX advocaten belastingkundigen (Lawyers and Tax Consultants) offer all the juridical specialisations in one organisation, where the valuable qualities of the individual departments are combined under the same roof. With 11 lawyers and solicitors, 3 tax consultants and a team of supportive staff, our office plays a prominent role in the legal circuit, both in and outside Gelderland.

**GENERAL CONDITIONS**

1. BAX advocaten belastingkundigen is a partnership employing advocates and tax experts. The partnership consists of private companies with limited liability and natural persons. A list of the partners, or managing directors of the respective partnership or companies will be sent on request.

2. All assignments will exclusively be accepted and carried out by the partnership putting aside Section 7:404 of the Dutch Civil Code and Section 7:407, subsection 2, of the Dutch Civil Code. The partnership is also herein further called the ‘Commissionee’.

3. BAX’s client shall pay any invoice by BAX within 14 days of the invoice date, unless otherwise agreed in writing. In the event payment is not made on time, the client is obliged to pay BAX interest of 2% above the statutory rate of interest from the 15th day of the date of invoice, as well as the extra-judicial costs in accordance with the Voorwerk II report, the report of the Dutch Association for the Judiciary.

4. Any liability of the Commissionee is limited to the amount that will be paid in the respective case under the respective professional liability insurance, increased by the amount of the excess which will not be borne by the insurer according to the policy conditions. If and insofar as no payment will be made pursuant to the said professional liability insurance for any reasons whatsoever, the liability meant above will be limited to €100,000-. All the claims from clients will lapse if they have not been submitted to the Commissionee in writing giving sound reasons within one year after the client became aware or could reasonably have been aware of the facts on which his claim is based.

5. The choice of the third parties to be engaged by the Commissionee will be made as much as possible in consultation with the client, with due observance of the necessary care. The Commissionee will not be liable for any shortcomings of these third parties.

6. The performance of the assignment given will exclusively take place for the benefit of the client(s). Third parties may not derive any rights from the contents of the activities carried out.

7. The client(s) safeguard(s) the Commissionee against any claims from third parties including the reasonable costs of legal assistance, which are in any way connected to the activities performed for the client, unless all this is a consequence of gross negligence or deliberate misconduct on the part of the Commissionee.

8. The client accepts that all stipulations in these general terms are also made for the benefit of the partners of the partnership as well as of the companies and the management board of the companies mentioned under 1 and of all those who are employed by the Commissionee. Not only the Commissionee but also all the persons engaged in the performance of any assignment of a client may rely on these general terms. The same applies to former employees of the partnership or of the legal predecessor of the partnership including any of its heirs, if they are held liable after they have left the office of the Commissionee.
9. The internal complaints procedure of the Commissionee is applicable to all contracts between the Commissionee and the client.

10. The agreements between the client and the Commissionee are governed by Dutch law, to the exclusion of the law of other States. Disputes between the client and the Commissionee will exclusively be submitted to the competent court in the district of Zutphen, in the Netherlands.

11. In case of discrepancies between the Dutch version and the English version the Dutch text will be mandatory. Also in case of dispute relating to the General Terms of Business the Dutch text will prevail.