

VAN EECKHOUTTE

LAW OFFICE
IT & INTELLECTUAL PROPERTY

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GENERAL TERMS

1. Van Eeckhoutte Law Office, hereafter: 'Van Eeckhoutte' is the legal person *advocatenkantoor Van Eeckhoutte B.V.*, a Dutch limited liability company, also trading under the name 'Van Eeckhoutte Law Office', hereafter: 'Van Eeckhoutte'.
2. All assignments are exclusively excepted and executed by Van Eeckhoutte. The applicability of article 7:407 lid 2 B.W. (Dutch Civil Code) is excluded. Any assignment is carried out exclusively for the client. Third parties cannot derive any rights from his services, and the results of and the way the assignment is executed.
3. Van Eeckhoutte accepts no liability for his services during an initial meeting or a free consultation. Van Eeckhoutte is not liable for shortcomings of third parties such as bailiffs, court clerks, public notaries, translation offices. He is without prior consultation authorized on behalf of the client, to accept a possible limitation of liabilities of third parties brought in by him.
4. The assignment will start after receipt of the requested advance payment (deposit). Van Eeckhoutte accepts no liability for any loss or disadvantage whatsoever arising from the fact that the assignment was commenced later than planned due to a delay or absence of the advance payment.
5. Van Eeckhoutte's liability is limited to the amount paid out by the occupational liability insurer. This liability limitation also applies in case an assignment is wrongly refused and consequently causes any loss or disadvantage. Information on the (coverage of) Van Eeckhoutte's occupational liability insurance is available for (potential) clients on request.
6. If for any reason whatsoever no payment under the aforementioned occupational liability insurance is granted, the liability of Van Eeckhoutte is limited to the sum of charged salary with a maximum of € 2,000.00.
7. Unless it has been determined otherwise and in writing, Van Eeckhoutte owns and holds the intellectual property rights to all his work(s), including letters, records, advice, notes, articles and all concepts thereof. As long as the client is in breach of its obligations, he may not use or allow others to use Van Eeckhoutte's work(s) in or out of court.
8. The contract with Van Eeckhoutte is subject to the professional secrecy of the lawyer. Privacy and discretion are vouched for.

Finances

9. Costs and tariffs are subject to changes. Eventual changes are announced either on the invoice(s) or on the website. These changes are considered to be accepted, unless the client has objected in writing to Van Eeckhoutte in a timely manner.
10. Van Eeckhoutte's invoices are sent by email only and claimable after fourteen days of invoice. If the invoiced amounts are not in Van Eeckhoutte's bank account within that period, the client is automatically in default. Van Eeckhoutte may suspend his performance for as long as the default continues. Van Eeckhoutte accepts no liability whatsoever for any damage caused by the delay due to a suspended performance.
11. The foundation *Stichting Beheer Derdengelden Mr. Van Eeckhoutte* might receive and manage money that is not intended for Van Eeckhoutte, but for the client or a third party, as far as these funds cannot be regarded as disbursements or court fees.
12. Objections against invoices should be motivated in writing and be submitted within 14 days after the invoice date to Van Eeckhoutte, in vain of which the invoice is considered to be accepted. If payment is not made within that period, the client is automatically in default by law and will pay an interest of 2% (two percent) per (part of a) month on the outstanding amount.

Miscellaneous

13. There is an internal complaint procedure. Details can be consulted [here](#). Other disputes will be settled exclusively by the authorized judge in Midden-Nederland, location Utrecht, sector kanton location Amersfoort. The legal relationship between Van Eeckhoutte and the client is subject to Dutch law.
14. All rights to claim which the client may call on against Van Eeckhoutte, expire under all circumstances one year after the client became familiar with or could reasonably have become familiar with the existence of these rights.
15. In case of any discrepancies between the English and Dutch versions of these Terms, the Dutch version shall prevail.

