

General Terms and Conditions

Ploum

1. These general terms and conditions apply to all assignments to Ploum, including assignments to with Ploum affiliated persons.
2. Each assignment is reached between the client and Ploum as such and therefore not between the client and a with Ploum affiliated person. This also applies if it was the parties intention for the assignment to be performed by a particular individual affiliated with Ploum. The operation of Section 7:404 of the Dutch Civil Code, which lays down regulations in respect of the latter case, and of Section 7:407 (2) of the Dutch Civil Code, which establishes joint and several liability in respect of cases in which an assignment is given to two or more individuals, is expressly excluded. The term “with Ploum affiliated person” includes the employees of Ploum, other individuals engaged by Ploum for the performance of any assignment and the partners of Ploum (including the directors of the legal entity partnerships with limited liability).
3. These general terms and conditions have been laid down not just on behalf of Ploum but also for the benefit of every now or earlier with Ploum affiliated persons and their possible legal successors (“irrevocable third party clauses”).
4. If the performance of an assignment on behalf of a client results in a claim for liability, such liability – regardless of the basis of liability – will then be limited to the amount or amounts for which the professional liability insurance taken out by Ploum provides coverage, increased by the deductible which Ploum carries in connection with such insurance.
5. In the event – for whatever reason – no payment is made on the basis of the liability insurance referred to in Article 4, the liability of Ploum for direct loss shall in no circumstances exceed three times the invoiced and paid fee in the case in question, with a maximum, however, of € 300,000. --.
6. Liability for indirect loss or consequential loss is excluded in all circumstances.
7. In the event of intent or gross negligence on the part of Ploum, its directors or actual directors, Ploum cannot rely on the limitation or exclusion of its liability.
8. Claims in connection with alleged liability on the part of Ploum must be submitted as quickly as possible in writing, stating reasons, but no later than within twelve (12) months from the date on which the case was closed.
9. If Ploum involves a third party in the execution of an assignment (which includes but is not limited to translators, external lawyers, bailiffs and docket attorneys), Ploum will not be liable for any error or omission of that third party. If such third party wants to exclude or limit its liability, Ploum is authorized to accept such an exclusion or limitation of liability on behalf of the client.
10. The performance of an assignment takes place solely on behalf of the client. Third parties are unable to exercise any rights in respect of the substance of the assignment or (the results of) the activities performed, even if they may be deemed to have a direct or indirect interest in the outcome of the activities. Ploum is unable to accept any liability, regardless the basis of such liability, towards third parties for activities performed on behalf of a client.
11. On the basis of the Wwft Act (the Act on the prevention of the use of financial systems for the purpose of money laundering and terrorist financing) Ploum may be obliged to determine the identity of the client and must notify the Financial Intelligence Unit-Netherlands of any unusual transactions within the meaning of the Wwft Act.
12. Ploum has the right periodically (on 1 January of each year) to amend its hourly rates.
13. Payment of the invoices submitted by Ploum must be made within 15 days of invoice date without any discounts, suspension or set-off. Objections on the part of the client should be advised in writing to Ploum as quickly as possible, stating reasons, but no later than within 15 days of the invoice date, together with payment of the uncontested element of the invoice.
14. Ploum is at any event authorized to suspend the activities which it has been assigned if invoices older than 60 days have not been paid, the credit risk on the client is considered too high or the continuity of a client's commercial operations is not sufficiently assured. Any suspension of activities by Ploum will be advised to the client in writing.
15. Ploum has a complaints procedure for attorneys. That complaints procedure is published on the website of Ploum (www.ploum.nl). For the notarial practice of Ploum the Complaints and Disputes procedure applies (www.knb.nl).
16. Ploum will comply with all relevant legislation and regulations on the protection of personal data for the performance of an assignment. Ploum is controller of personal data (as described in the General Data Protection Regulation) obtained from the client in connection with the performance of the assignment. In the performance of the assignment, Ploum determines the purpose and means of processing personal data. Ploum processes personal data obtained from the client in the context of the performance of the assignment and in order to comply with legal obligations. Ploum may, whether or not in connection with the assignment, process, store and disseminate client's personal data to everyone within the organization of Ploum in connection with the handling of the assignment and for the purpose of relationship management. Ploum does not process data on the instructions of the client, unless necessitated by the nature of the services. As controller, Ploum will not enter into a data processing agreement with the client. Ploum will only process personal data to the extent that this is compatible with the purpose for which the personal data are collected. Ploum will take appropriate technical and organizational measures to protect the personal data against loss, mutilation and unauthorized access. For more information, please check the Privacy Statement of Ploum.
17. Ploum will keep the personal data collected during the performance of the assignment confidential. Ploum has concluded a non-disclosure agreement with its employees and other persons working for Ploum. In case this has not been contractually agreed upon with employees employed by or working for Ploum, Ploum will impose a confidentiality obligation on those employees and/or persons with regard to the personal data they become aware of in connection with their work. Ploum will not disclose personal data it obtains in the performance of the assignment or make it available to third parties, unless the client has given prior permission or when a statutory regulation obliges Ploum to do so. The confidentiality obligation does not apply with regard to information that has become publicly known without violating the confidentiality clause or in case information was already known to the recipient at the time of receiving the information under the agreement, or if that information was provided by a third party, without violating a confidentiality clause.
18. Any agreements between the client and Ploum will be subject to Dutch law. The District Court of Rotterdam will have sole jurisdiction in respect of any disputes. Ploum is nonetheless entitled to submit any disputes to any other competent court.
19. These general terms and conditions have been drawn up in both Dutch and English. In the event of any difference in substance or interpretation between the two sets of general terms and conditions, the Dutch text shall be binding.

The professional partnership Ploum is established in Rotterdam and is registered in the Commercial Register at the Chamber of Commerce under number 24466720.