

General Terms and Conditions

1. Hart advocaten N.V. is a limited liability company ('naamloze vennootschap'), incorporated under the laws of the Netherlands. A list of the persons who, directly or indirectly, are a shareholder in Hart advocaten N.V. (hereinafter referred to as "Partner") will be provided on request.
2. The provisions in these General Terms and Conditions also apply for the benefit of all Partners and all other legal or natural persons working for Hart advocaten N.V. or legal or natural persons who have been working for Hart advocaten N.V., as well as for the benefit of all persons for whose acts or omissions Hart advocaten N.V. might be held liable. Hart advocaten N.V., as well as all other legal or natural persons, including the Partners and the Stichting Derdengelden Hart advocaten, who carried out any instruction of the client, are entitled to rely on the provisions of these General Terms and Conditions.
3. All instructions are accepted and carried out by Hart advocaten N.V. only, even if it is the client's express or implied intention that an instruction be carried out by a specific person. The applicability of Sections 7:404, 407(2) and 409 of the Netherlands Civil Code is excluded.
4. Hart advocaten N.V. will exercise due care when hiring a third party. Hart advocaten N.V. cannot be held liable for any damage resulting from a third party's failure to perform its obligations properly. Any instruction to Hart advocaten N.V. includes the authorization of Hart advocaten N.V. to agree to terms and conditions, including any limitation of liability, of any third party, on behalf of the client.
5. Any liability of Hart advocaten N.V. resulting from or in connection with carrying out an instruction is limited to the amount which is paid out under Hart advocaten N.V.'s insurance policy or policies in the relevant matter, plus the amount of the deductible which must be borne by Hart advocaten N.V. pursuant to the applicable insurance policy or policies in the matter concerned.
6. If, for whatever reason, the insurer makes no payment under the insurance policy referred to in Article 5, any liability shall be limited to a sum equal to three times the amount invoiced by Hart advocaten N.V. in the matter concerned in the relevant year, subject to a maximum of EUR 500,000.
7. Hart advocaten N.V. is controller in the meaning of the General Data Protection Regulation (hereafter: "GDPR"), for all personal data which she receives from clients regarding her services. Hart advocaten N.V. collects and processes the personal data only in terms of her services and in order to comply with regulatory obligations, unless otherwise specified. Client will make sure not to provide any personal data which can lead to Hart advocaten N.V. violating the GDPR or any other regulation in terms of the protection of personal data. Client will immediately inform Hart advocaten N.V. if the provided personal data is no longer accurate and therefore needs to be erased or rectified. Client will inform the data subject about the provision of personal data to Hart advocaten N.V., in so far as required by and in accordance with the GDPR and other regulation in terms of the protection of personal data. If there is a breach in relation to personal data, which has to be reported by Hart advocaten N.V. under the obligation of article 34 GDPR, client will inform the concerned data subject(s) without any delay and in accordance with reasonable instructions provided by Hart advocaten N.V.

Client indemnifies and compensates Hart advocaten N.V. for all possible claims on damages and penalties from supervisors in relation to the breach of contract in one or more obligations under this article, the GDPR and/or any other regulation in terms of protection of personal data.

8. These General Terms and Conditions have been drawn up in both Dutch and English. In the event of a dispute regarding the content or intent of these General Terms and Conditions, the Dutch version shall be binding.

9. The legal relationship between the client and Hart advocaten N.V. shall be governed by the laws of the Netherlands. Disputes resulting from this relationship shall be exclusively decided upon by the competent court in Amsterdam, the Netherlands. Hart advocaten N.V. has a complaint procedure in place. You may submit your complaint in accordance with the complaint procedure. The complaint procedure is published on www.hartadvocaten.nl.

10. These General Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam, the Netherlands, under number 51856042, and are published on www.hartadvocaten.nl.